

THURSDAY, FEBRUARY 27, 2015 @ 2:45 a.m.

MEMORANDUM OF AGREEMENT

BETWEEN

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

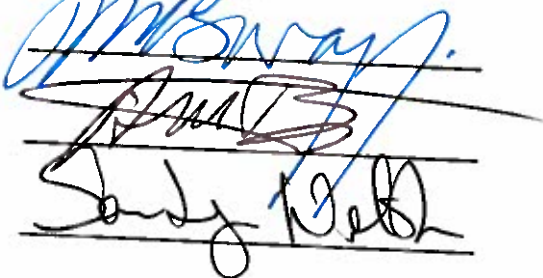
- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902, UNIT 1
(hereinafter called "the Union")

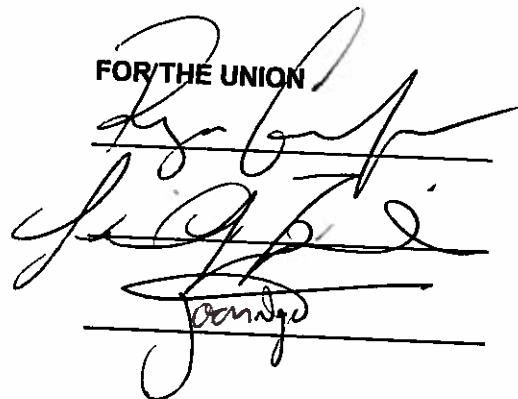
MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend to their principals 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 May 1, 2014 to December 31, 2017.
3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expires on April 30, 2014, provided, however, that the following amendments are incorporated:
4. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto
5. 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.
6. All attached items numbered 1 to ____ are incorporated.
7. The parties agree to commence face-to-face negotiations for a renewal collective agreement no later than 30 September 2017.

FOR THE UNIVERSITY


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FOR THE UNION


Three handwritten signatures in black ink, each written over a horizontal line.

~~Handwritten signature~~

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DA J
CH.

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Tom of

Handwritten signature
K. B.

~~Handwritten signature~~
Gene Pope
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DATED AT TORONTO THIS 27 DAY OF FEBRUARY 2015

University of Toronto

- and -

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

Collective Bargaining 2014/15

WITHOUT PREJUDICE

**FINAL OFFER FOR FULL AND FINAL SETTLEMENT
WITHDRAWN IF NOT ACCEPTED UNANIMOUSLY BY
3:00 A.M. ON FEBRUARY 27, 2015**

**February 27, 2015
2:45 a.m.**

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 May 1, 2014 to December 31, 2017

Letter of Intent: Calculation

- Sept 2014 205 hours
- Sept 2015 200 hours
- Sept 2016 190 hours
- Sept 2017 180 hours

• NOTE: Reduction in hours eliminates requirement for "fellowship defence fund" allocation of \$225,000. Union to retain same level of funding in FAF – see below

- Financial
 - ATB increases to all rates effective the following dates
 - 1 May 2014 – 0.5%
 - 1 January 2015 – additional 0.5% based on April 30, 2014 wages
 - 1 May 2015 – 0.5%
 - 1 January 2016 – additional 0.5% based on April 30, 2015 wages
 - 1 May 2016 – 0.5%
 - 1 January 2017 – additional 0.75% based on April 30, 2016 wages
 - 1 May 2017 – 1.25%

Health Care

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

Financial Assistance Fund/Interim Bridging Fund/International student health care fund

- FAF into body of CA as article (see attached Article XX)
 - \$1.2M/year
- This provides Union with added flexibility by eliminating internal lines of demarcation governing particular pools of money within FAF etc.

University of Toronto Proposals to CUPE, Local 3902, Unit 1

WITHOUT PREJUDICE

Feb 27, 2015

2:45 a.m.

- Deletion of LOI: Interim Bridging Fund
- Non-renewal of Letter governing international student health expenses

LETTERS OF INTENT

2:45 a.m.

MEMORANDUM OF UNDERSTANDING	
Letter of Understanding: Employment Equity	<u>AMENDED</u>
Joint Letter of Intent: Senior Doctoral Teaching Associates	AMEND
Joint Letter of Intent: Sexual harassment	RENEW
Joint Letter of Intent: Union Dues/Membership	RENEW
Joint Letter of Intent: Financial Assistance Fund	RENEW
Joint Letter of Intent: Arbitration	<u>DELETE</u>
Joint Letter of Intent: Duplicate Provisions	<u>RENEW</u>
Letter of Intent: Calculation	RENEW
Letter of Intent: EI hours for CIs	<u>AMEND</u>
Letter of Intent: Treatment of Paid Work	AMEND
LOI: Improving the Quality of Undergraduate Experience in Tutorials (amended)	AMEND
Joint Letter of Intent: TOR for a Working Group on Undergraduate Tutorials	RENEW
Letter of Intent: Provostial Committee on Graduate Student Financial Support	DELETE
Letter of Intent: Office Space	DELETE
Joint Letter of Intent: Working Group on CUPE 3902, Unit 1 Job Postings	DELETE
Letter of Intent: Assignment of Subsequent Appointments	DELETE
Letter of Intent: Interim Bridging Fund	RENEW
Letter of Intent: Tuition Assistance Fund	<u>DELETE</u>
Letter of Intent: Graduate Student Bursary Fund	<u>NEW</u>
	<u>NEW</u>

Article XX Financial Assistance Fund

The University agrees to pay to the Union by 15 May of each contract year, the amount of \$1,200,000.00 for the continuation of a Financial Assistance Fund to be administered by the Union. The Fund shall be used for the sole purpose of providing financial assistance on an objective basis to employees in the bargaining unit.

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

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

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

Letter of Intent: Tuition Assistance Fund

Effective September 1, 2015, the University will administer a tuition assistance fund in the amount of up to \$700,000 annually for the support of employees in this bargaining unit who are registered in doctoral stream PhD programs to assist in defraying fees.

Letter of Intent: Graduate Student Bursary Fund

Effective September 1, 2015, the University will pay to the Union \$400,000 annually for the creation of a graduate student bursary fund for employees in this bargaining unit.

Letter of Understanding Employment Equity

To act on its commitment to employment equity under ~~both the Federal Contractors Program and the~~ University's Employment Equity Policy the University agrees to **form-continue** a joint Employment Equity Advisory Committee with the Union. The Committee will be composed of four (4) representatives each of the Union and the University. The Committee's mandate shall be to make recommendations to the Vice President Human Resources and Equity regarding the continuing achievement of employment equity within the bargaining unit. ~~The parties may, by mutual agreement, further define their mandate in the first year after the Committee has been established.~~

~~Until such a committee is established the parties agree that matters related to Employment Equity may be included among agenda items discussed at the labour management meetings. During the life of the collective agreement the University will also explore with CUPE 3902 Unit 1 and its other staff bargaining units the formation of a university-wide Staff Employment Equity Advisory Committee. The Committee would be responsible for making recommendations to the Vice President Human Resources and Equity regarding the continuing achievement of employment equity at the University. The Union agrees to participate should the University move forward with the establishment of such a committee. Details regarding the number of representatives from each bargaining unit and the mandate of the committee would be determined by all of the parties during the life of the collective agreement.~~

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

2:45 a.m.

LETTER OF INTENT: Employment Insurance Hours for Course Instructors

Chair, Canadian Union of Public Employees, Local 3902

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

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

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

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

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

University of Toronto Proposals to CUPE, Local 3902, Unit 1

WITHOUT PREJUDICE

Feb 27, 2015

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Letter of Intent: Treatment of Paid Work

Chair, Canadian Union of Public Employees, Local 3902

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

~~In the course of collective bargaining, the University's bargaining committee was made aware of concerns about the treatment of paid work (outside the scope of this bargaining unit) with respect to some graduate students. As a result, concerns pertaining to a specific instance are now being addressed.~~

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

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

Letter of Intent: Calculation

Chair, Canadian Union of Public Employees, Local 3902

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

And

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

And

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

The University of Toronto agrees that effective September ~~2014~~**2014**, for the purposes of calculating the funding level of any graduate student with a "funding commitment" from the University of Toronto, the maximum amount of bargaining unit work that may be included in the calculation is ~~240~~ **205** hours, even if the graduate student is employed and receives remuneration for more than ~~240~~ **205** hours of bargaining unit work. Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of the provision not to require more than ~~240~~ **205** hours of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the collective agreement.

The University of Toronto agrees that effective September ~~2012~~**2015**, for the purposes of calculating the funding level of any graduate student with a "funding commitment" from the University of Toronto, the maximum amount of bargaining unit work that may be included in the calculation is ~~200~~**205** hours, even if the graduate student is employed and receives remuneration for more than ~~200~~**205** hours of bargaining unit work. Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of the provision not to require more than ~~200~~**205** hours of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the collective agreement.

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

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

University of Toronto Proposals to CUPE, Local 3902, Unit 1
WITHOUT PREJUDICE
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2:45 a.m.

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

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

Article 4: No Discrimination

4:01 (a) The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, or harassment exercised or practised in any matter concerning the application of the provisions of this Agreement by reason of age, race, creed, colour, national origin, language of origin, ethnic origin, ancestry, citizenship, religious or political affiliation or belief, sex, gender, marital or parental status, number of dependants, sexual orientation, ~~gender identity and gender orientation~~, **gender** expression, personal appearance, mode of dress, place of residence, academic school of thought, record of offences unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment, disability (including AIDS/HIV status), nor by reason of the employee's non-membership, membership or activity in the Union.

(b) The University and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities, and people who because of their race, colour, sexual orientation, or ~~gender identity orientation or gender and~~ expression have been traditionally disadvantaged in Canada. The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University.

Sexual Harassment

4:02

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

4:03

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

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

that is directed at one or more specific employees

that emphasizes the sex, ~~or~~ sexual orientation, or gender **identity and** expression of that employee or those employees in a manner which the actor knows or ought reasonably to

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

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

Letter of Intent: Labour Management Committee

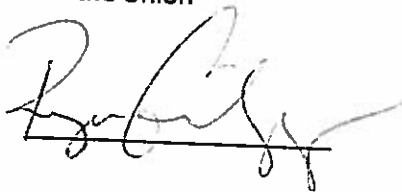
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The parties agree to discuss the contractual implications of "sexual identity and expression" at the Labour/Management Committee.

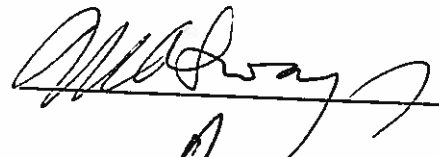
Angela Hildyard

Vice-President, Human Resources & Equity

For the Union



For the University



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University of Toronto without prejudice proposal made 20 February 2015

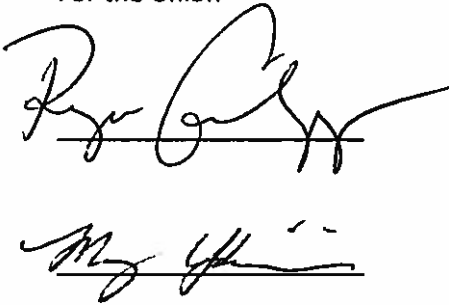
4:10

In the event that a grievance alleging sexual harassment is referred to arbitration in accordance with Article 15, the Chairperson of the Board of Arbitration shall be selected from among the following persons:

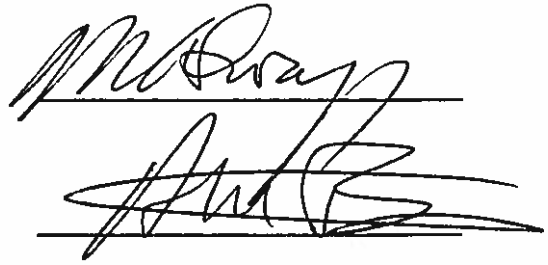
- ~~Ken Swan~~
- Paula Knopf
- Kevin Burkett
- ~~Louisa Davie~~
- Larry Steinberg
- Jasbir Parmar

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

For the Union



For the University



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Bullying and Personal Workplace Harassment

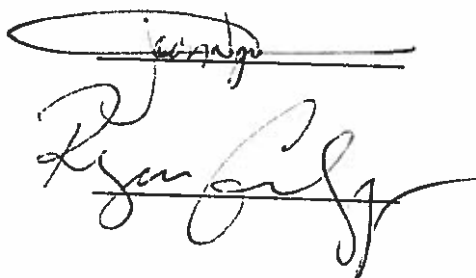
5:02

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

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

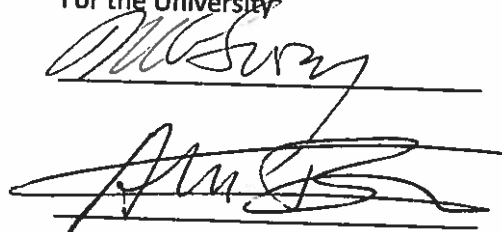
During any internal steps taken to resolve the situation, employees shall **be informed in writing of their** ~~have the~~ right to be accompanied by a Union representative.

For the Union



A handwritten signature in black ink, appearing to be "Ryan Kelly", written over a horizontal line.

For the University



A handwritten signature in black ink, appearing to be "Alan S.", written over a horizontal line.

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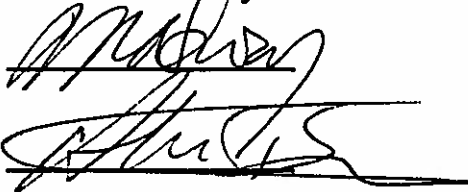
7:01 (a) Membership in the Union shall be on a voluntary basis; however, as a condition of employment, each employee shall have deducted by the University from each monthly pay during the term of the Agreement an amount equivalent to the Union dues or any assessments as are uniformly levied upon all members of the Union in accordance with its Constitution and By-laws. The amount of such dues shall be certified to the Employer in writing by the Secretary-Treasurer of the Union. Notice of any change in dues must be provided in writing to the Employer by the Secretary-Treasurer of the Union. Where the change is solely a change in the percentage rate of dues deducted, it shall be effective on the first day of the month following the period of thirty (30) days from actual receipt of the notice; other changes shall be effective on the first day of the month following the period of sixty (60) days from actual receipt of the notice. The Employer shall not be required to implement any change in dues affecting only a portion of the monthly pay.

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

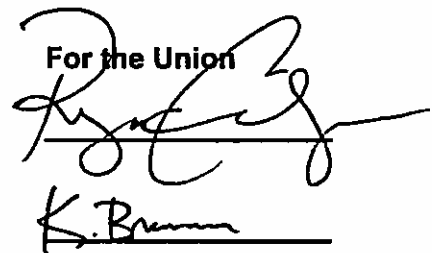
7:02

~~The Employer agrees to provide the Union once per month with an electronic copy of the information contained in the alphabetical and address sections of the monthly computer printout produced in accordance with Article 7:01, exclusive of headings and totals. The Employer recognizes the Union's interest in the present format and undertakes to (a) provide as much notice as possible in the event of a change and (b) fully consider the Union's statement of impact in response to any such notice.~~

For the University



For the Union



K. Brennan

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

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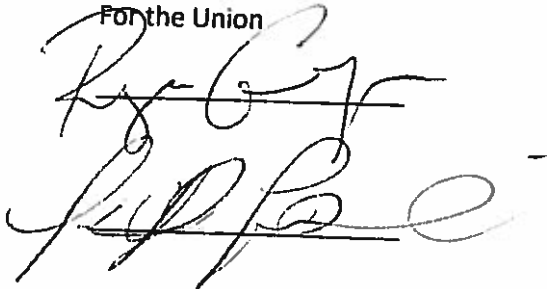
Union/Management Relationship

7:08

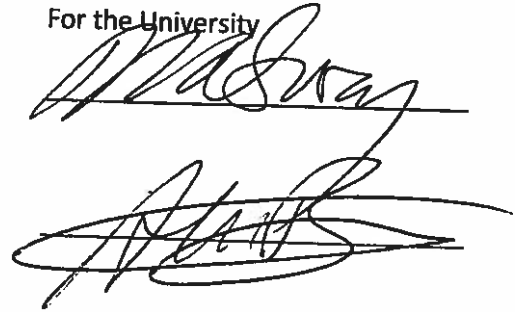
The Employer agrees to provide the Union, ~~within thirty (30) calendar days of the conclusion of each session, once per calendar year within thirty (30) calendar days of receipt of a written request by the Union and ninety (90) calendar days prior to the expiry of this Collective Agreement,~~ the following information on each member represented by the Union:

1. Name
2. Personnel Number
3. Department(s) of Work
4. Department of Study
5. Year in Program

For the Union

Two handwritten signatures in cursive script, one above the other, representing the Union.

For the University

Two handwritten signatures in cursive script, one above the other, representing the University.

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Article 8: Information To Employees

8:01

The Employer agrees to inform all applicants, ~~prospective members of the bargaining unit~~ and new employees that a Union-Collective Agreement is in effect, ~~and to include a copy of the Agreement with notification of appointment. The Employer agrees to provide copies of any new Agreement to all employees. The collective agreement will be posted in a searchable format on the University's Human Resources & Equity website and a link to said website will be included in all Letters of Offer. A searchable electronic copy shall be provided to the employee at the email address provided by the employee.~~

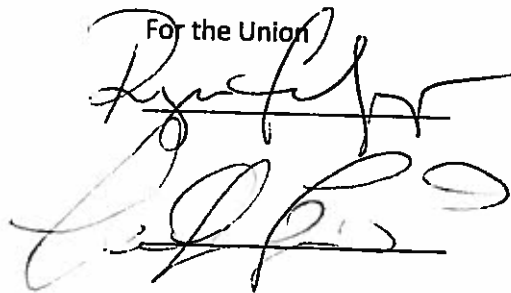
The University will provide the Union with a searchable electronic copy and one thousand (1000) printed copies of the agreement.

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

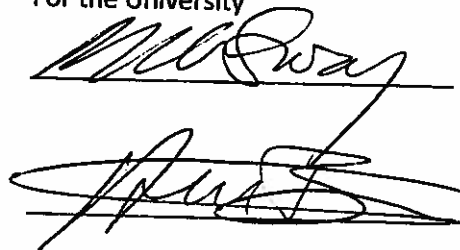
8:02

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

For the Union



For the University



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Article 13: Progressive Discipline

13:01

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

Step i) ~~Step 1:~~ Oral ~~or written~~ warning

Step ii) Written warning or Letter of reprimand

Step iii) ~~Step 2:~~ Letter of reprimand, Unpaid suspension (with or without pay), or change in assignment

Step iv) ~~Step 3:~~ Discharge or cancellation of subsequent appointments

Disciplinary measures shall be proportional to the seriousness of the issue and shall normally increase in severity with repetition of the same or similar occurrences. ~~An oral warning alone shall be used only in cases that appear minor or unlikely to proceed to Steps 2 and 3 of the discipline procedure.~~

The Employer reserves the right to skip one or more steps outlined above, having regard for the severity of the conduct in question and the relevant mitigating and aggravating factors, if any, in serious circumstances to bypass Steps 1 and 2 of the recommended procedure.

An employee who is disciplined ~~at Steps 2 and/or 3~~ shall be advised in writing of the nature of the discipline and the reasons therefor. The Union will receive a copy of the notification of discipline or written warning within one (1) working day (24 hours).

The Employer shall not discipline without just cause.

13:02

All disciplinary investigations shall be treated as confidential.

13:0203

When the Chair or Designated Authority of a Department summons an employee for an interview to investigate a matter which is likely to lead to ~~may be the subject of~~ disciplinary action which will be recorded in the employee's employment file, the Chair or Designated Authority will inform the employee in writing of the employee's right to have the employee's Union Steward (or other Union Representative) present, and will inform the employee, in writing, of the nature of the allegations to be discussed. If the employee requests representation by the employee's Union Steward (or other Union Representative), the Chair or Designated Authority will arrange for such representation without undue delay, and without further discussion of the matter with the employee concerned. A meeting with the Chair or Designated Authority as described above shall take place without undue delay as a necessary

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component of such disciplinary/discharge action unless the employee declines or is unable or unwilling to attend within a reasonable time frame.

13:04

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

13:0305

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

~~13:04~~

~~All disciplinary investigations shall be treated as confidential.~~

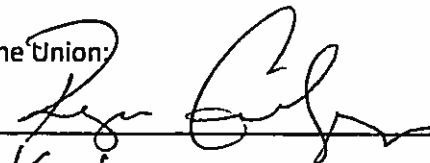
13:0506

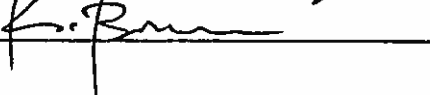
Nothing in this Article shall be construed in such a manner as to prevent the normal discussion between supervisors and employees concerning standards, expectations, or performance of work. The supervisor may investigate, identify, and comment on unacceptable or unsatisfactory acts or omissions and set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

13:06

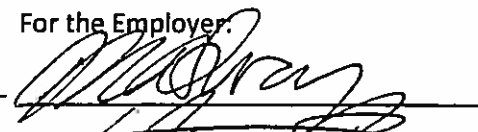
~~The Chair or Designated Authority of the employing Department shall be the sole Department authority responsible for issuing warnings, reprimands, or more serious disciplinary sanctions. The Chair may take into account, when setting a reasonable time for improvement, the discussions that have taken place between the supervisor and the employee on this matter.~~

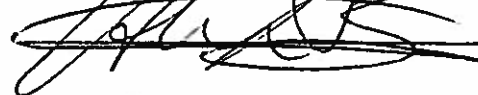
For the Union:





For the Employer:







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Hiring Grievances

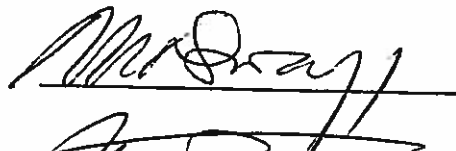

14:01

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

For the Union

For the University


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Complaint Stage (Optional)

14:06


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

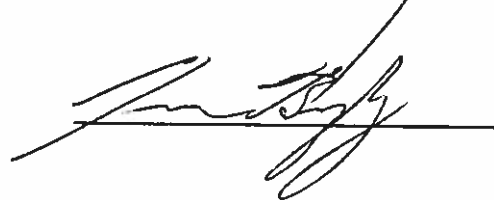
For the Union





For the University





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Individual Grievances – Single Department Faculties

14:07

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

Step 2: If the grievance is not resolved at ~~Step 2, in the case of multi-Department Faculties or Colleges, or at Step 1, in the case of unitary Faculties and separate Departments,~~ then, within ten (10) working days, the written grievance may be referred to the Vice-President, Human Resources & Equity or designate ~~(or designated representative of the Vice-President, Human Resources & Equity)~~, transmitted by a letter signed by the Chair or Grievance Officer of the Union. The Vice-President, Human Resources & Equity or designate ~~(or designated representative of the Vice-President, Human Resources & Equity)~~ will give a written decision to the Chair or Grievance Officer of the Union within ten (10) working days after receipt of the grievance at Step 2 ~~3~~.

If the grievance is not resolved at Step 2 ~~3~~, the Union may refer the grievance to arbitration pursuant to Article 15 of the Collective Agreement, within fifteen (15) working days thereafter.

Individual Grievances – Multi-Department Faculties

14:08

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

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

Step 3: If the grievance is not resolved at Step 2, ~~in the case of multi-Department Faculties or Colleges, or at Step 1, in the case of unitary Faculties and separate Departments~~, then, within ten (10) working days, the written grievance may be referred to the Vice-President, Human Resources & Equity or designate ~~(or designated representative of the Vice-President, Human Resources & Equity)~~, transmitted by a letter signed by the Chair or Grievance Officer of the Union. The Vice-President, Human Resources & Equity or designate ~~(or designated representative of the Vice-President, Human Resources & Equity)~~ will give a written decision to the Chair or Grievance Officer of the Union within ten (10) working days after receipt of the grievance at Step 3.

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

Group Grievance

~~14:08-14:09~~

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

Policy Grievance

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~~14:09~~ 14:10

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

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

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

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

Suspension or Discharge Grievance – Single Department Faculties

~~14:10~~ 14:11

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Changes are blacklined and bolded. Article numbers are to be renumbered accordingly.

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

Suspension or Discharge Grievance – Multi-Department Faculties

~~14:10~~ 14:12

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

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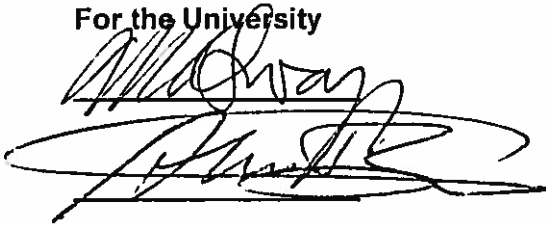
University of Toronto without prejudice proposal made 22 August 2014

after receipt of the written grievance at Step 3. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer, in writing, within a further period of fifteen (15) working days that it intends to proceed to arbitration pursuant to Article 15 of this Collective Agreement.

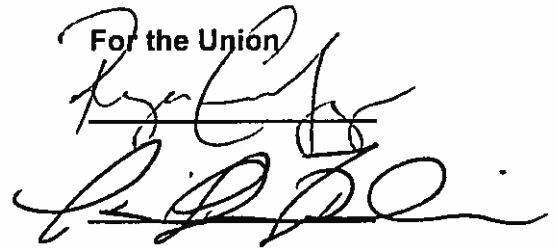
*****NOTE: This proposal is made without prejudice to the separate proposal of the University to reduce time limits for filing grievances.**

22 Aug 14

For the University

Handwritten signature for the University, consisting of two lines of cursive script.

For the Union

Handwritten signature for the Union, consisting of two lines of cursive script.

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

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Proposal prepared for sign-off by CUPE 3902, Unit 1, February 17, 2015

ARTICLE 15: ARBITRATION

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.

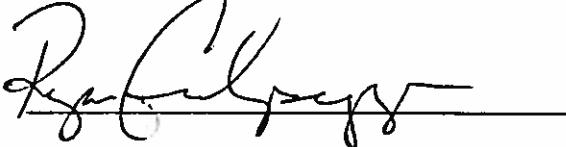
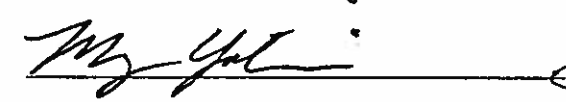
Sole Arbitrators shall be selected in rotation from the following list, commencing with the first person named. For each successive referral to arbitration, the next person named shall be selected:

~~Martin Teplitsky~~
~~Mary Ellen Cummings~~
Larry Steinberg
Jim Hayes
Jasbir Parmar
Deborah Leighton
Russell Goodfellow
William Kaplan

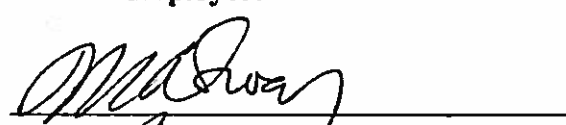
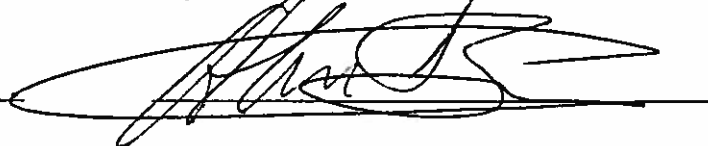
If the person selected is unavailable within a reasonable time, the next person on the list shall be selected. Should none of the above be available within a reasonable time, the parties may select a mutually agreeable alternative. In any event, the parties shall attempt to select a Sole Arbitrator within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

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

For the Union:

For the Employer:

The Union reserves the right to amend, modify, delete or add to these proposals.
Proposals are made without prejudice to the Union's position as to current rights or practice.

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, and such other locations as are deemed appropriate and, as it becomes available, the centralized, electronic system for posting bargaining unit positions. Such notices shall remain posted for at least ~~twenty (20)~~ **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)** ~~twenty (20)~~ working days, but not fewer than two (2) working days.

Each job posting shall indicate:

1. the title and number of courses where positions are expected to be available;
2. an estimate of the number of positions available;
3. an estimate of the course enrolment;
4. hours of work;
5. dates of appointment, including class and tutorial/lab schedules if known;
6. for Course Instructor positions, an estimate of the TA support;
7. salary;
8. ~~any~~ **qualifications required;**
9. the application procedure including the closing date for applications;
10. a brief description of the duties;
11. if the position involves leading tutorials;
12. an announcement that the Department's hiring policy is available in the Department office and at the CUPE, Local 3902 office; ~~and shall be posted in the form attached as Appendix C or equivalent.~~
13. **an employment equity statement inviting all qualified applicants to make application.**

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

(b) A sole responsibility instructor position (see definitions - Article 29:08) may be posted to the bargaining unit or not at the sole discretion of the hiring Department, but no member of the bargaining unit shall be appointed to such a position except by the School of Continuing Studies, unless the position has been posted to the bargaining unit.

(c) A copy of each posting shall be forwarded to the Union office within three (3) working days of its being posted. When postings are made in an electronic form (e.g., by e-mail, newsgroup, or on a web-site), notice of the posting (or the posting itself if the posting be sent by e-mail) shall be sent by electronic mail to the Union. When an emergency posting is made, the Union shall receive a copy without undue delay.

Notice of Appointment

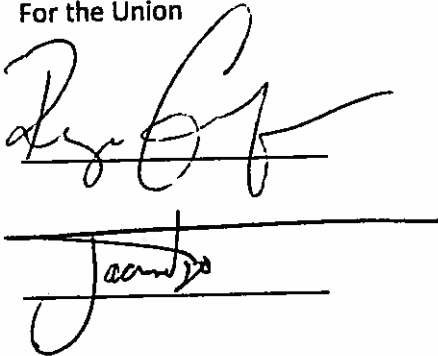
16:05

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

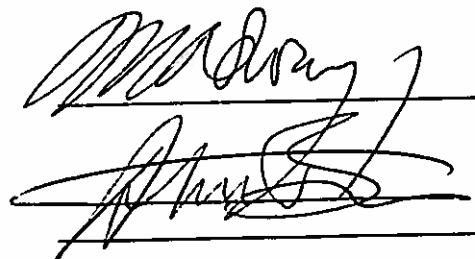
- on or before August 7th for course(s) commencing in September;
- on or before December 7th for course(s) commencing in January; and
- on or before April 22nd for all course(s) in the Summer term.

~~three (3) weeks prior to the first day of term, except in the case of Course Instructors employed as Sole Responsibility Instructors who shall receive such notification no later than four (4) weeks prior to the first day of term.~~ Where a position which has been offered is withdrawn before the offer has been accepted, the Department shall endeavour to offer a position of an equivalent or greater number of hours to the affected applicant.

For the Union



For the University



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Letter of Intent: late applications

Dear Erin,

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

Angela Hildyard

Vice-President, Human Resources & Equity

Letter of Intent: positions that become vacant unexpectedly

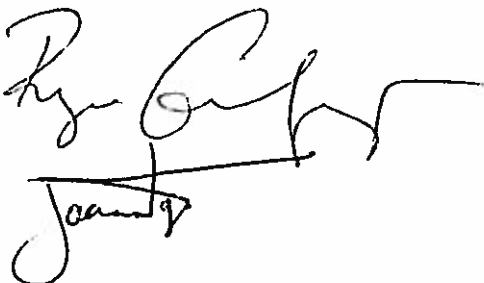
Dear Erin,

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

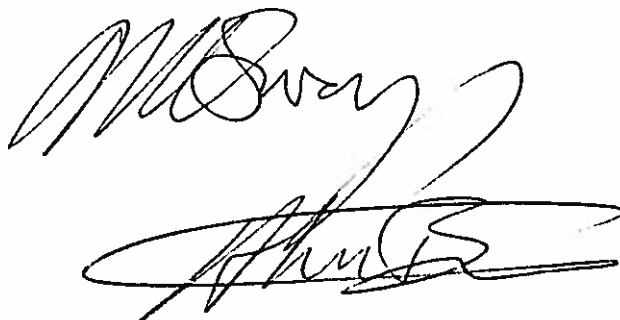
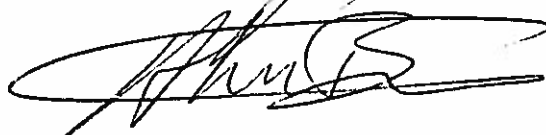
Angela Hildyard

Vice-President, Human Resources & Equity

For the Union


Joanna

For the University

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Hiring Criteria

16:03



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

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

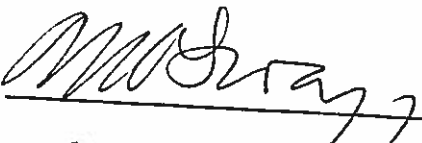

In deciding between two relatively equal candidates, the Employer shall hire the candidate with the greater competence.

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

For the Union

For the University

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Subsequent Appointments

- 16:06 Definition: for the purpose of interpreting this article, an "appointment" consists of all hours of work an employee is employed to fulfill in the employing Department in an academic session.
- (1.a) For Departments offering courses on a term or sessional basis, the first appointment extended to a Ph.D. student enrolled in the School of Graduate Studies of the University of Toronto shall consist of an initial appointment not to exceed one (1) academic session in length and, in subsequent academic sessions, second, third, ~~and fourth,~~ ~~appointments and a fifth appointment,~~ and sixth appointments ~~as specified in 16:06 (4)~~, which shall also not exceed one (1) academic session in length.
 - (2) Timing of the Subsequent Appointment(s): Where an employee's first appointment is in a Winter academic session, the employee's subsequent appointments shall normally occur in consecutive Winter sessions immediately subsequent to the academic session in which the employee was employed on his/her initial appointment. Where an employee's first appointment is in a Summer academic session, the employee's subsequent appointments shall normally be in consecutive Summer academic sessions immediately subsequent to the academic session in which the employee was employed on his/her initial appointment. Once during the course of an employee's employment in the bargaining unit, an employee shall have the right to defer a subsequent appointment. Upon written request by the employee, additional variation in the consecutive nature of the academic sessions in which an employee is appointed to subsequent appointments (i.e., delaying an appointment to a non-consecutive academic session) may be granted at the sole discretion of ~~shall be determined by the employing Department in consultation with the employee.~~
 - (3) **Nature of the Subsequent Appointment(s):** Shall be determined by the employing Department and conveyed to the employee as soon as possible.
 - (4) **Allocation of Hours of the Subsequent Appointment(s):** Hours for the second, third and fourth, fifth, and sixth contractually obligated subsequent appointments shall be:
 - i. at least equal to the total number of hours of the initial appointment, or the second appointment, if greater, within the hiring Department in which the employee had the larger(est) initial appointment up to a maximum of one (1) regular appointment, as defined in Article 16:07; additional hours, if any, worked in any other Department are not included in determining the minimum obligation for hours of subsequent appointment(s).
 - ii. for employees with at least thirty-five (35) hours in the initial or second appointment, a minimum of fifty (50) hours in total per remaining subsequent appointments.

~~Commencing September 1, 2012, a fifth and sixth contractually obligated subsequent appointment shall come into effect and the hours shall be equal to at least half the total number of hours of the initial appointment within the hiring Department in which the employee had the larger(est) appointment. Commencing April 30, 2014, the hours of the fifth contractually obligated subsequent appointment shall be equal to at least the total number of hours of the initial appointment within the hiring Department in which the employee had the larger(est) appointment.~~

~~Additional hours, if any, worked in any other Department or in any other appointment are not included in determining the minimum obligation for hours of this subsequent appointment.~~



- (5) **Notice of the Subsequent Appointment(s):** No later than April 30th for the Winter session, or January 15th for the Summer session, the employing Department shall request, in writing, confirmation of the employee's intention to take up his/her next contractually obligated subsequent appointment in that session and, if the individual does intend to take up such appointment, to indicate his/her preferred subject area and preferred campus location. **An employee commencing either the fifth or sixth subsequent appointment shall have the one-time-only right to continue as a teaching assistant in the course in which he/she was employed in the previous year.** The employing Department will give these preferences due consideration in assigning the appointment. The employee's written response must be received by the employing Department within twenty (20) working days of the date of the Department's request.

Hours of Work

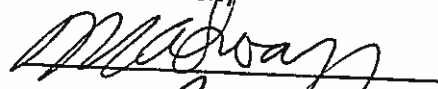
- 16:07 A regular position is one that requires either an average of ten (10) hours of work per week for a total of 280 hours of work per academic session or one (1) Course Instructorship (as defined in Article 26, Salaries). Work loads equivalent to those of a regular position may be compressed into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

Without prejudice to outstanding proposals on 16:06 (1.b)

For the Union



For the University


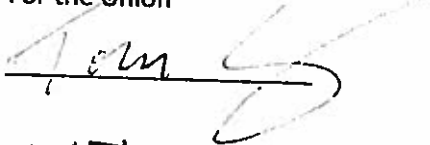


The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Changes are blacklined and bolded. Article numbers are to be renumbered accordingly.

University of Toronto without prejudice proposal made 25 February 2015

16:08 (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 Union



For the University



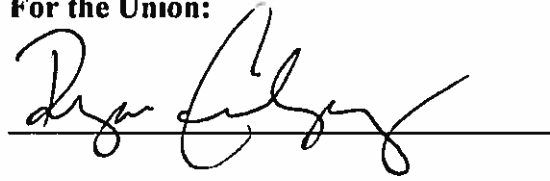
The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Changes are blacklined and bolded. Article numbers are to be renumbered accordingly.

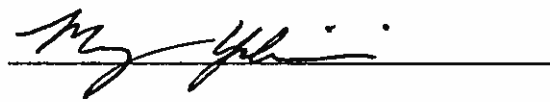
Proposal prepared for sign-off by CUPE 3902, Unit 1, February 17, 2015

Article 16:09 (c)


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

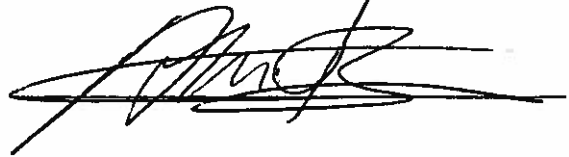
For the Union:





For the Employer:





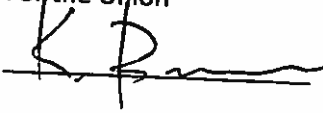
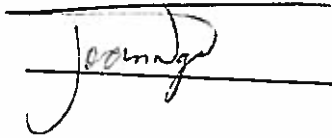
The Union reserves the right to amend, modify, delete or add to these proposals.
Proposals are made without prejudice to the Union's position as to current rights or practice.

Duties – Peer Assistants

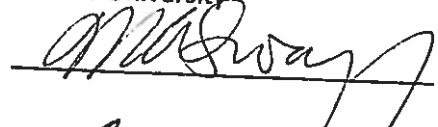
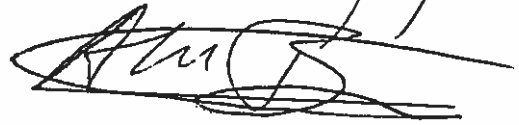
16:09

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

For the Union

For the University

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Article 17: Training

Employment Training

17:01

(a) The first appointment of an employee shall include mandatory participation in a training program of a minimum of three (3) hours as established by the Department; employees required to supervise students in a laboratory setting shall receive safety training appropriate to ensuring the safe operation of a laboratory of students. Teaching assistants shall be paid for participation in such training in accordance with Article 26:01 (Salaries).

(b) Where teaching assistants holding a second or later appointment are required to participate in training programs established by the Department, they shall be paid for their participation in accordance with Article 26:01 (Salaries). Teaching assistants holding a second or later appointment of at least ~~thirty-five (35) seventy (70)~~ hours may, during the course of each such appointment or immediately prior to commencing such an appointment, identify up to three (3) hours of training relevant to their current assignments, and submit a request for training to their supervisors, describing the nature of the training sought. If approved, such teaching assistants may attend and be paid for attending such training. The supervisor may request proof of attendance at the training session in order to authorize payment.

(c) Where a Department or group of Departments organizes an employee training or orientation program in which first appointment teaching assistants are required to participate, the Department Steward or other Union Representative shall be entitled to attend, and will have the right to speak to the employees for a period of ~~twenty-five (25) fifteen (15)~~ minutes. The Steward or other Union Representative shall not be paid for attendance. The Department will notify the Union at least ~~one (1)~~ **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) fifteen (15)~~ minutes of the agenda at each session.

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

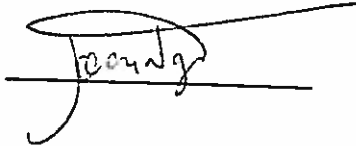
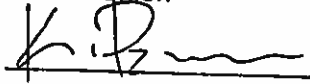
The University will hold one session on each of the three (3) campuses in both the fall term and spring term (as per Article 29:04) for those first appointment teaching assistants who are not employed in an area where training or orientation is delivered in the manner noted above. A Union Representative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

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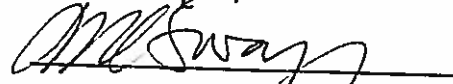
University of Toronto without prejudice proposal made 25 February 2015

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.

For the Union



For the University



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Article 19: EMPLOYEE EVALUATIONS AND RECORDS

19:01

The Employer and the Union agree that the purposes of performance evaluations are to improve the quality of the employee's work by assisting the employee to develop his/her skills, to provide the employee with **constructive** feedback on his/her performance and to provide a written record of that performance. **Such constructive feedback may include referring the employee to relevant existing University resources.**

19:02

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

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

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

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

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

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

Where the first evaluation indicates an overall rating of unsatisfactory, a second evaluation is mandatory, **provided that sufficient time remains before the end of the appointment. If insufficient time remains within the current appointment to complete a second (follow up) evaluation, the evaluation with an overall rating of unsatisfactory shall not be relied upon in any hiring decision until the employee has been subsequently evaluated in another appointment. Such an evaluation shall be**

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deemed to be a second evaluation for the purposes of this article and shall not trigger an obligation to evaluate any other employees in accordance with the first paragraph of 19:02. For clarity, the Chair may at his/her sole discretion remove the unsatisfactory evaluation from the employment file.

Unsatisfactory Performance

19:03

~~In the event that a supervisor forms the opinion that an employee's performance is unsatisfactory, the supervisor shall prepare a written evaluation as prescribed in Article 19:02 without undue delay, for discussion with and comment by the employee.~~

Student Evaluations

19:04 Student evaluations, whether conducted by the Department or by a student organization or by any other means, shall not be admissible as the sole evidence of unsatisfactory performance in either the discipline procedure or in arbitration. Departments may make use of student evaluations as an element in the Department's method for assessing work performance.

19:05 A performance evaluation shall not be the subject of a grievance except in the event of an allegation or complaint of discrimination as defined in Article 4:01(a).

Employment File

19:06 An employment file shall be maintained within each Department for each employee employed within it, which shall be separate from the employee's academic record. The employment file shall contain only those documents bearing the employee's signature, acknowledging receipt only, and relating to the employee's employment.

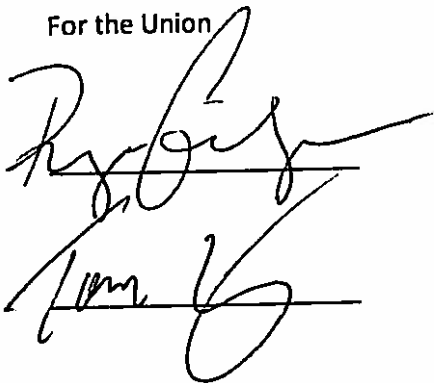
19:07 An employee's file shall be available within the Department for use in making decisions relating to employment by the Employer but no documents contained therein shall be released physically or orally outside the Department without the employee's (or former employee's) prior consent in writing.

19:08 An employee who applies for a position in a Department other than that of previous employment shall be deemed to have given prior consent to the release of the employee's employment file to the Department to which application has been made, and to its transfer to that Department should employment be accepted in it.

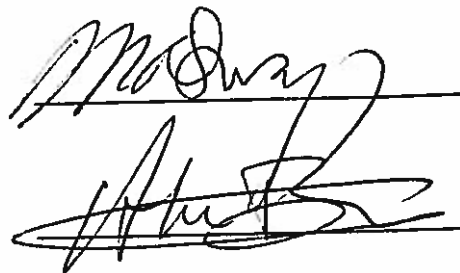
19:09 An employee, or former employee within two (2) years from the termination of last employment or from last enrolment in the University, whichever is later, may inspect the employee's, or former employee's, employment file on request. The Employer shall provide the
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employee, or former employee, copies of any document contained in the employment file upon request. Examination of the employment file may be made after the employee or former employee gives notice of the desire to do so, and under the conditions which the Department deems appropriate to ensure the security of the file. An employee or former employee shall have the right to respond in writing to any document contained therein. Such reply shall be included in the employment file.

For the Union



For the University



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Article 20: Leaves Of Absence

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

Short Term Leave

20:01

- (a) With the approval of the supervisor(s) concerned, an employee may **be eligible for short-term leave in accordance with the provisions of this article.** ~~arrange to exchange duties, or for another employee or faculty member to substitute for him/her for periods not to exceed one week at a time.~~ Permission for such **short-term leave exchanges or substitutions** shall be requested as far in advance as possible and shall not be unreasonably withheld.

Union Conventions and Seminars

20:02

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

Academic Conference Leave

20:03

- (b) An employee who has been invited to deliver a paper, present research findings, chair a session, or serve as a discussant at an academic conference may **request short-term leave utilize the provisions of Article 20:01 (Short Term Leave)** for the time necessary to travel to and from the conference, and discharge his/her obligations. In seeking the approval of the supervisor for such leave, the employee shall request the leave as far as possible in advance of the time the leave would be taken. **If known, such a request will be made during the discussion of the Description of Duties and Allocation Hours Form at the start of the appointment.** ~~If the employee is unable to find an acceptable substitute for him/herself as required under Article 20:01, the employee may request to reschedule contact hours in order to be absent from the workplace for the period of leave requested. If this is not possible, the employee may request a leave without loss of pay for a period of up to two (2) calendar days once in an academic year in which he or she is employed in an appointment of fifty (50) hours or greater.~~

Absence from Work for Union Business

Negotiations

20:04

- (a) (c) The Union shall advise the Employer in writing of all members of the Union bargaining committee. Where a member of the Union bargaining committee encounters an unavoidable conflict between any scheduled contact hours arising from appointment as an employee and attendance at a scheduled negotiation meeting with the Employer, the member of the Union bargaining committee shall be entitled to attend the negotiation meeting without loss of pay. The affected member shall provide his/her supervisor with as much advance notice as possible, ~~and shall endeavour to utilize the provisions of Article 20:01 wherever feasible.~~

Grievances and other Union Business

20:05

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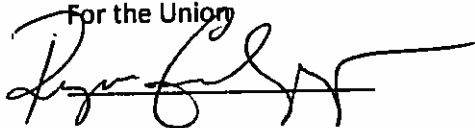
(a) ~~(d)~~ Where attendance at a grievance meeting or an arbitration hearing unavoidably conflicts with any scheduled contact hours arising from appointment as an employee, those Union Stewards, Officers, grievors and witnesses whose presence is required shall be entitled to attend without loss of pay. The affected member shall provide his/her supervisor with as much advance notice as possible, ~~and shall endeavour to utilize the provisions of Article 20:01 wherever feasible.~~

(b) ~~(e)~~ Where attendance at a Labour/Management Committee meeting, any other Joint Committee or Task Force established by the parties, or a Labour Board hearing or meeting unavoidably conflicts with any scheduled contact hours arising from appointment as an employee, those Union Stewards, Officers and witnesses whose presence is required shall be entitled to attend without loss of pay. The affected member shall provide his/her supervisor with as much advance notice as possible, ~~and shall endeavour to utilize the provisions of Article 20:01 wherever feasible.~~

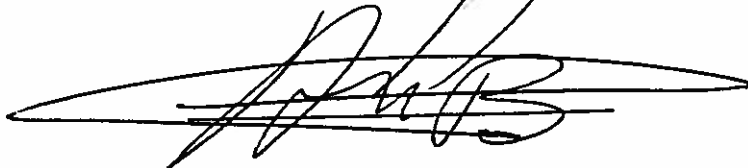
20:06

(f) Wherever possible an employee entitled to leave under Articles ~~20:01(d) and (e) 20:04 and 20:05~~ shall provide two (2) working days' notice of the employee's anticipated absence to the employee's supervisor.

For the Union



For the University



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Pregnancy Leave

20:09

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

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

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

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

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

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

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

OR

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

(b) In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may begin her leave immediately, but shall notify her employing Department as soon as possible, but no

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later than ten (10) working days subsequent to her first day of leave; the employee shall provide, at the Employer's expense, a doctor's certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynaecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth.

Parental Leave/Adoption Leave

20:10

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

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

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

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

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

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

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

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

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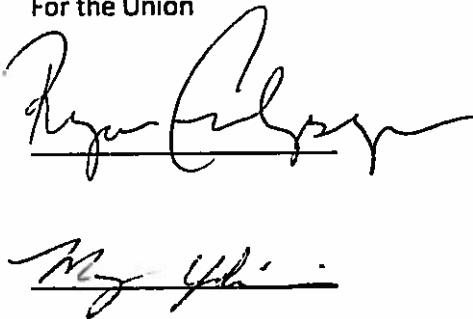
OR

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

20:11

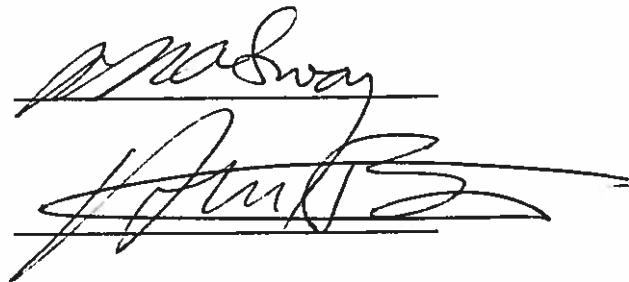
Where an employee who qualifies for leave under article 20:09 and/or article 20:10 commences said leave during one appointment, and he/she has a further appointment in the immediately consecutive term, the employee shall be eligible to continue his/her leave, if there is any entitlement remaining, into that next appointment.

For the Union



Two handwritten signatures for the Union. The first signature is written in cursive and appears to be 'Ryan [unclear]'. The second signature is also in cursive and appears to be 'Mig [unclear]'. Both signatures are written over horizontal lines.

For the University

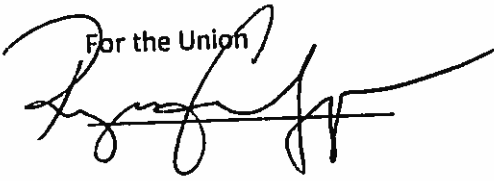
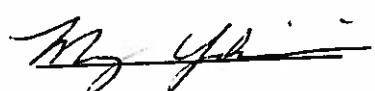



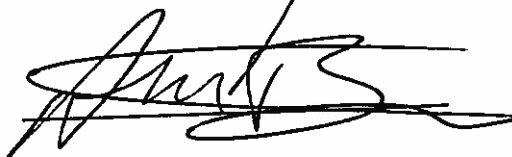
Two handwritten signatures for the University. The first signature is written in cursive and appears to be 'Madway'. The second signature is also in cursive and appears to be 'Hunt'. Both signatures are written over horizontal lines.

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Serious Illness, Surgery and Hospitalization

20:16 (b) An employee who provides a certificate from a licensed physician confirming that the employee is unable to attend work and/or perform his/her duties due to a serious illness, required surgery and/or hospitalization may be granted up to two (2) months of paid leave at his/her regular rate of pay during the period of his/her appointment.

For the Union



For the University



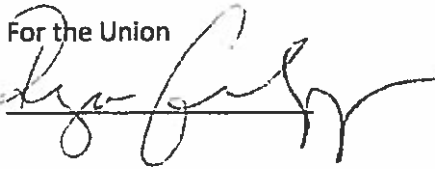

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Paternity Non-birth Parent Leave


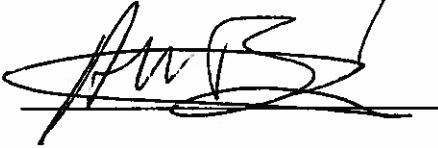
20:12

Upon **the birth or adoption of a child, request, a non-birth parent an-employee** shall be entitled to up to one (1) week without loss of pay within **six (6) ~~four (4)~~** weeks of the birth of the employee's child, **or the coming of the child into the care, custody and control of a parent for the first time**. Such requests shall be made as far in advance as possible. For clarity, this provision is available to any non-birth parent.

For the Union

For the University

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Article 24: Conflicts with Central Administrative Deadlines

24:01

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

[SEPARATING LAST SENTENCE IN NEW PARAGRAPH]

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

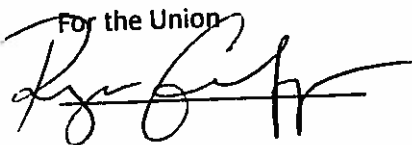
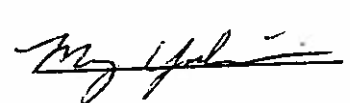
** Fall term course drop date
Final grades, fall term
Full year course drop date
Spring term course drop date
Final grades

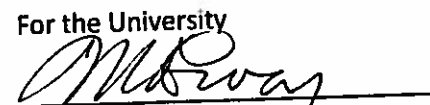
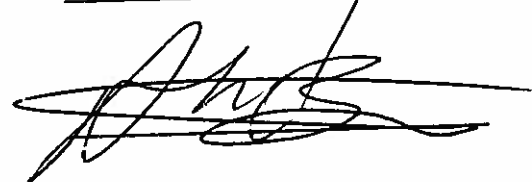
24:02

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

[SEPARATING LAST SENTENCE IN NEW PARAGRAPH]

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

For the Union



For the University



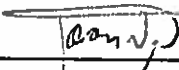
The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Changes are blacklined and bolded. Article numbers are to be renumbered accordingly.

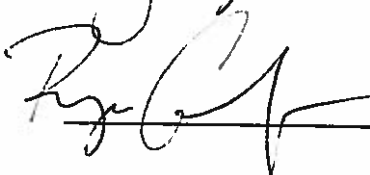
Bus Tickets/Inter-campus travel reimbursement

27:06


Employees required to perform their duties at a campus other than **their affiliated campus that at which the Department in which they are enrolled is located** shall be **reimbursed for supervisor-approved travel expenses for all travel between campuses provided with bus tickets for all travel between campuses** required for the performance of their duties. **For St George/UTM travel reimbursement is at the rate of a return shuttle bus trip. For St George/UTSC or St George/UTIAS travel reimbursement is at the rate of a return TTC trip. For UTSC/UTM travel reimbursement is at the rate of a combined return TTC and shuttle bus trip.**

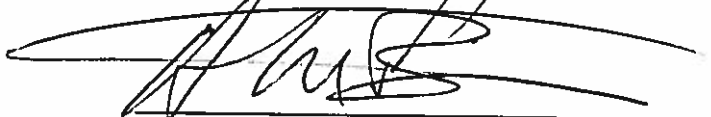
For the Union





For the University





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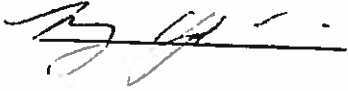
University of Toronto without prejudice proposal made 25 February 2015

Letters of Intent

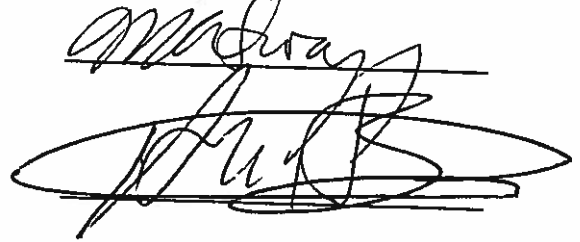
27:07

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

For the Union

A handwritten signature in black ink, appearing to be 'K. B.', written over a horizontal line.A second handwritten signature in black ink, written over a horizontal line.

For the University

A handwritten signature in black ink, written over a horizontal line. The signature is highly stylized and appears to be 'M. Gray'.

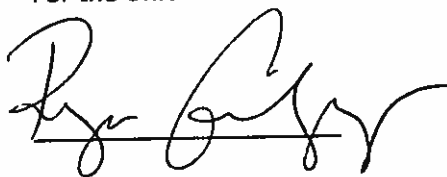
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Letter of Intent: Grievance Timelines

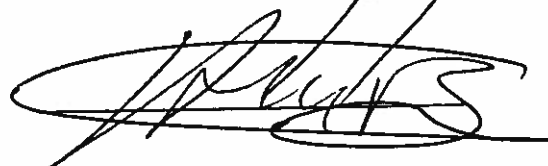
The University and the Union agree that the expeditious resolution of workplace concerns in mutually beneficial.

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

For the Union



For the University

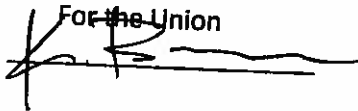


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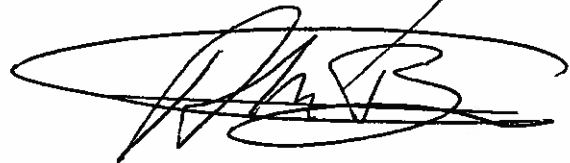
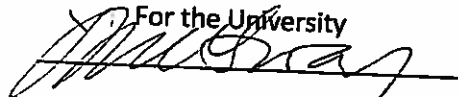
**MEMORANDUM OF UNDERSTANDING
BETWEEN
GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO (THE EMPLOYER)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902 (THE UNION)**

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

For the Union



For the University



The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Changes are blacklined and bolded. Article numbers are to be renumbered accordingly.

Without prejudice

Letter of Intent: Tuition Assistance Fund

Effective September 1, 2015, the University will administer a tuition assistance fund in the amount of up to \$700,000 annually for the support of employees in this bargaining unit who are registered in doctoral stream PhD programs to assist in defraying fees.

Letter of Intent: Graduate Student Bursary Fund

Effective September 1, 2015, the University will pay to the Union \$400,000 annually for the creation of a graduate student bursary fund for employees in this bargaining unit.

**removal of LOI: Supplemental Student Support Fund