DECEMBER 20, 2018 @ 4:00 PM

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

-BETWEEN-

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

-AND-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3907
(hereinafter referred to as “the Union”)

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

2. The term of the renewal collective agreement shall be from September 1, 2018 to August 31, 2021.

3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on August 31, 2018, provided, however, that the following amendments are incorporated:
   i. All attached pages numbered 1 to 38 are incorporated; and,
   ii. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto on pages numbered 1 to 58.

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

FOR THE UNIVERSITY

[Signature]

FOR THE UNION

[Signature]
University of Toronto

- and -

Canadian Union of Public Employees (CUPE)
Local 3907

Collective Bargaining 2018/19

WITHOUT PREJUDICE

Package for Settlement

DECEMBER 20, 2018
4:00 PM

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- All other proposals not expressly agreed upon are withdrawn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 September 1, 2018 to August 31, 2021

- Financial

  Wages
  - All amounts set out in the table for Graduate Assistants – L3907 in Article 13:
    - Wages to be increased as follows:
      - Effective September 1, 2018: 1.8% for all active employees in the bargaining on the date of ratification
      - Effective September 1, 2019: 2.0%
      - Effective September 1, 2020: 2.0%

  Financial Assistance Fund
  - Renew JLOI: Financial Assistance Fund (see attached language)
    - Increase to $45,000

- Letters of Intent
  - LOI: Calculation – Renew
  - LOI: Health and Safety Committee – Renew
  - LOI: Course Extensions – Renew
  - LOI: Alternative Appointment Process – Delete

- Leaves
  - Pregnancy Leave improvements (see attached language)
    - Increased option A leave entitlement from two (2) months to (4) months
  - Parental Leave improvements (see attached language)
    - Increased option A leave entitlement from one (1) month to (4) months
    - NEW option B for EI top-up benefit
  - Serious Illness, Surgery, and Hospitalization Leave improvements (see attached language)
    - Increased maximum leave entitlement from two (2) months to four (4) months
  - NEW Domestic or Sexual Violence Leave (see attached language)

- Benefits
  - Effective February 1, 2019:
    - Plan A improvements:
      - Increase Registered Psychologist/MSW/Psychotherapist to $2500/covered person/plan year
      - Increase overall drug maximum to $15,000/covered person/plan year
      - Increase prescription eyeglasses, contact lenses, and laser eye surgery maximum from $175 to $225/covered person/plan year
      - Increase family HCSA to $600
      - Increase overall health plan combined maximum to $15,000/covered person/plan year
      - Increase speech pathology maximum to $1,300/covered person/plan year
University of Toronto Proposals to CUPE, Local 3907
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- Increase basic dental coverage maximum to $1,350/covered person/plan
  year
- Plan B (HCSA) improvements:
  - Add family HCSA of $600
JOINT LETTER OF INTENT: Financial Assistance Fund

March 8, 2016 - December 20, 2018

The Parties agree that the Employer shall pay to the Union upon the ratification of this Collective Agreement an amount of $40,000 to $45,000 to continue the Financial Assistance Fund. The Employer will make further payments of $40,000 to $45,000 in September of each year of this Collective Agreement (i.e., September 2016 and September 2020). The Union shall establish criteria for the Fund, subject to the provision that the Fund be used for the sole purpose of providing financial assistance, on an objective basis, to employees represented by CUPE, Local 3907.

The Parties agree that the criteria may include the impact of child care expenses and the impact of increases in education-related expenses.

The Union shall bring proposed criteria to a designated Labour/Management Committee meeting for discussion prior to adoption by the Union. The Union shall provide copies of the adopted criteria to the Employer.

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.

Leanne MacMillan  
CUPE Servicing Representative  
Canadian Union of Public Employees

Kelly Hannah-Moffat-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 practiced with respect to any employee or any applicant seeking to become an employee in any matter concerning the application of the provisions of this agreement by reason of socio-economic status, race, creed, colour, age, place of origin, national origin, ethnic origin, nationality, citizenship, ancestry, language of origin, sex, gender, gender identity and expression, sexual orientation, identity or expression, personal appearance, mode of dress, physical attributes, marital or parental status, the number of dependents of the person, family relationship, place of residence, religious or political belief, 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, affiliation or activities, disability, AIDS/HIV status, Union membership or non-membership, Union activity or lack of activity nor by reason of exercise of an individual’s academic freedom as a student.

Discrimination includes differential adverse treatment or decisions; interference; restriction; coercion, intimidation, intimidation, or harassment.

The Employer and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns.

(b) Harassment can be multi-faceted. Should this occur, complainants need not make a complaint on one specified ground, but may make a complaint that acknowledges the multi-faceted nature of harassment. That is, grievances may address harassment on multiple grounds, e.g. racial-sexual harassment.

(c) For the purposes of this Collective Agreement, harassment means:

1. Physical conduct, occurring either on the Employer’s premises or in the pursuance of a University activity or business;
   which emphasizes the race, creed, colour, age, place of origin, national origin, nationality, citizenship, ancestry, language of origin, sex, gender identity and expression, sexual orientation, marital or parental status, the number of dependents of the person, family relationship, place of residence, religious or political belief, affiliation or activities, disability, AIDS or HIV status, union membership or non-membership, union activity or lack of activity;

   of one or more employees;
in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile, or offensive working environment, and/or

2. Verbal conduct or other forms of communication occurring either on the Employer's premises or in pursuit of a University activity or business, which is directed at one or more specific employees

which emphasizes the race, creed, colour, age, place of origin, national origin, nationality, citizenship, ancestry, language of origin, sex, gender identity and expression, sexual orientation, marital or parental status, the number of dependents of the person, family relationship, place of residence, religious or political belief, affiliation or activities, disability, AIDS or HIV status, union membership or non-membership, union activity or lack of activity;

of that employee or those employees;

in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile, or offensive working environment, and

which 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.

(d) Any alleged violation of Article 4.01 as set out above shall be grievable.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Sexual Violence and Gender Sexual Harassment

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

4:04 The University will provide an environment where members of the Bargaining Unit are not subjected to sexual violence and sexual harassment. Bargaining unit employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the Ontario Human Rights Code, the Occupational Health and Safety Act and the University’s Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

For clarity, the University’s current Policy on Sexual Violence and Sexual Harassment defines “sexual violence” as meaning: “any sexual act or act targeting a person’s sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person’s consent, and includes Sexual Assault, Sexual Harassment, stalking, indecent exposure, voyeurism, and sexual exploitation.”

For clarity, the current Ontario Human Rights Code provides that “[e]very person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee.” For further clarity, the current Ontario Human Rights Code defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.” For further clarity, the University’s current Policy on Sexual Violence and Sexual Harassment defines “sexual harassment” as including: “any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.”

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) Physical conduct, occurring either on the Employer’s premises or in the pursuit of a University activity or business, which emphasizes the sex, sexual
orientation, or gender identity and expression of one or more employees in a manner which the actor knows or ought reasonably to know creates for the employee or those employees an intimidating, hostile, or offensive working or learning environment; and/or

4) Verbal conduct or other forms of communication occurring either on the Employer’s premises or in pursuit of a University activity or business,

which is directed at one or more specific employees,

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

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

Sexual Harassment Grievances

4:05 Employees making a Report under the University’s Policy on Sexual Violence and Sexual Harassment shall have the right to be accompanied by a Union representative at any stage of the process. An employee may file a sexual harassment grievance under the normal grievance procedure. The time limit for filing such a grievance making a Report under the University’s Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual violence or sexual harassment under this Collective Agreement shall be no longer than six (6) months after the occurrence of the matter that is the subject of the Report/grievance, from when the alleged harassment occurred. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to make a Report or file a complaint or grievance shall be no longer than extend to twelve (12) months after the occurrence of the matter that is the subject of the Report/grievance.

Notwithstanding Article 11.02 of this Collective Agreement, a grievance alleging sexual violence or sexual harassment shall be filed at Step 3. The Dean or designee, who may be accompanied by the Director of Human Resources or designee, will give a written decision to the Union Representative within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 12 of this Collective Agreement.

4:06 It is agreed that where an employee elects to submit a grievance alleging sexual harassment, the employee shall forfeit the right to file a “complaint” under the Employer’s sexual harassment policy.

4:07 Where there is a belief that an employee has been the victim An employee who makes a Report of sexual violence or sexual harassment, the employee may request,
through the Union, to discontinue contact with the Respondent alleged harasser. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any academic or other penalty. The Employer and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

4:08 Witnesses who give information and/or evidence in a sexual harassment complaint of sexual violence or sexual harassment shall suffer no penalty of an academic or other nature.

4:09 In the event that both the complainant and the respondent are employees covered by this Agreement, the Union and the Employer will appoint a mutually agreed upon third-party to investigate the complaint. Within two (2) months, the investigator shall submit a report to the Union and the Employer. The report may recommend discipline: e.g., ordering an apology, counseling, etc. The report shall not preclude the possibility of a grievance being filed on behalf of the complainant or respondent. In the event the University decides to investigate a report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are members of CUPE 3907, both the Complainant and the Respondent shall be entitled to raise an objection to the University’s choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University’s decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

4:10 In the event a grievance alleging sexual harassment is referred to arbitration in accordance with Article 12, the Sole Arbitrator shall be selected from among the following persons:

Paula Knopf  
Kevin Burkett  
Larry Steinberg  
Eli Gedalof  
Jasbir Parmar

The Sole Arbitrator 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.

4:11 Grievances alleging sexual harassment shall be initiated at Step 2. In the event a grievance alleging sexual harassment is filed, where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step. No information relating to the grievor’s personal background or lifestyle shall be admissible during the grievance or arbitration process.
Workplace Harassment

4:12 The University will provide an environment where members of the bargaining unit are not subjected to workplace harassment. Bargaining unit employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the Occupational Health and Safety Act and the University’s Civility Guidelines and the applicable statue(s) Workplace Harassment Program (including the University’s Human Resources Guideline on Civil Conduct, and the University’s Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. For clarity, the current Occupational Health and Safety Act defines "workplace harassment" as: "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome." The University will notify the Union when any substantive changes are made to the University’s Civility Guidelines and at the request of the Union will meet to discuss such changes.

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

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

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

For the University

[Signature]

For the Union

[Signature]

29/11/18 11:51am

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

UofT & CUPE Local 3907
ARTICLE 5: UNION SECURITY

5:01 Membership in the Union shall be voluntary. However, as a condition of employment, each employee shall have deducted by the Employer from each pay, inclusive of vacation pay, during the term of the agreement an amount equal to the Union dues, levies and other assessments of the Union as are uniformly levied upon all members of the Union. The amount of such dues, levies or assessments shall be certified to the Employer by the Secretary-Treasurer of the Union. The Employer shall remit the amount deducted in accordance with this Article no later than the end of the month in which the deductions are made. Each remittance shall be accompanied by an electronic list of the employees from whose pay the deductions have been made, indicating the amount of their salary paid for the reporting period. The Union agrees to indemnify and save the Employer harmless from any claims, which arise as a result of its compliance with the provisions of this Article.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
5:11 The Employer agrees to issue upon request from the Union in writing, a library card (valid at both Robarts Library and Bora Laskin Law Library) and a valid username/password to access the University's Campus Wireless Network to the National and Staff Representative(s) of the Union. There shall be no charge to the Union or to the National or Staff Representative(s) for the card and/or wireless access. Use of the card and/or wireless access shall be subject to the general regulations made from time to time by the University and/or the library, and the Union will be responsible for paying all user charges associated with the card.

For the University

[Signature]

For the Union

[Signature] 29/11/2018 11:51am

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 7: UNION AGREEMENT INFORMATION AND ISSUANCE

7:01

(a) The Employer shall include in its written employment offers the following statement: "A statement about the Union prepared by the Union along with other information about the Union can be found on the Union’s website (https://3907.cupe.ca/). All of this information is that of the Union, represents the views of the Union and has not been approved or endorsed by the University." The words “Union’s website” and/or the web address shall contain an embedded link which when clicked, takes the user directly to the CUPE Local 3907 home page which is a central hub for navigating information concerning CUPE Local 3907.

(a)(b) The Employer shall inform all prospective new employees in each written employment offer of the fact that a Union Agreement is in effect and shall provide each individual who accepts an offer of employment with a link to a copy of the Agreement upon commencement of employment.

In the interest of environmental conservation, the Collective Agreement will be posted on the University’s Human Resources and Equity website and the CUPE, Local 3907 website and the link to said website will be provided to all employees in the bargaining unit. Upon request, printed copies of the agreement shall be made available to employees at the divisional Human Resources Offices.

(b)(c) Stewards will be granted two (2) hours' paid release time from their regular assistantship to orient new members at the beginning of each academic year.

For the University

[Signature]

For the Union

[Signature]

For the University

[Signature]

December 17, 2018

UofT & CUPE Local 3907

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 10: PROGRESSIVE DISCIPLINE

10:01 The Employer shall not discipline, suspend, discharge and/or cancel subsequent appointments except for just cause.

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

Step I: Oral warning
Step II: Written warning or letter of reprimand
Step III: Unpaid short suspension or change in assignment
Step IV: Unpaid long suspension or change in assignment
Step V: Discharge or cancellation of subsequent appointments

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

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

10:02 When an employee is summoned for an interview to investigate a matter which is likely to lead to disciplinary action which will be recorded in the employee's employment file, the Employer will inform the employee in writing with a copy to the Union of the employee's right to have the employee's Union Steward (or other Union Representative) present, and will inform the employee, in writing, of the nature of the allegations to be discussed. If the employee requests representation by the employee's Union Steward (or other Union Representative), the Employer will arrange for such representation without undue delay, and without further discussion of the matter with the employee concerned. A meeting with the Employer as described above shall take place without undue delay as a necessary component of such disciplinary/discharge action unless the employee declines or is unable or unwilling to attend within a reasonable time frame.

10:03 An employee who is disciplined shall be advised in writing of the nature of the discipline and the reasons for the disciplinary action. An employee who will be disciplined or discharged while at work will be notified of the employee's right to have a Union Steward (or other Union Representative) attend such a meeting in which such discipline or discharge will be issued. If the employee requests representation by a Union Steward (or other Union Representative), the University will send for a Union Steward (or other Union Representative) without undue delay and without further discussion of the matter with the employee concerned. If requested, the Union shall send a Steward or other authorized Union Representative immediately and without undue delay.

10:04 Grievance of disciplinary action shall be initiated at Step 2 or Step 3 of the grievance procedure as appropriate.
10:05 An employee who is disciplined shall be advised in writing of the nature of the discipline and the reasons therefor. The Union will receive a copy of the notification of discipline or written warning within one (1) working day (24 hours).

10:06 All disciplinary investigations shall be treated as confidential.

10:07 If the investigation and/or meeting does not result in disciplinary action, including an oral or written warning, then all record of the matter and the interview will be destroyed. For clarity, the foregoing shall not apply to letters of coaching, expectations, and/or instruction which are deemed to be non-disciplinary in nature. The Employer will remove warnings and reprimands in an employee’s personnel file after a period of twenty-four (24) months of active employment unless the employee has a subsequent warning for an offence during that period.

10:08 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.

10:09 The University and the Union recognize that coaching letters are non-disciplinary. For clarity, coaching letters shall not form a step in the progressive discipline process and shall not be relied upon to increase the severity of discipline imposed.

Coaching letters shall be removed from the employee’s file when twelve (12) months of active employment (i.e., months actually at work at the University in a bargaining unit position) have elapsed since the date of issue. For clarity, a new coaching letter may be issued at any time.

All coaching letters shall be clearly identified as such in the subject line of the letter.

For the University
[Signature]

For the Union
[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
**NOTE:** replace existing Article 14:00 through 14:18 with Appendix A

Appendix A

ARTICLE 14: APPOINTMENTS

Preamble

14:00 Full-time graduate students are eligible to be considered for Graduate Assistantships under this Collective Agreement. Graduate students holding a combination of scholarships fellowships, OISE-arranged teaching assistantships, OISE-arranged course instructorships, and/or research assistantships greater than or equal to the value of a full graduate assistantship during the academic year (September-August), are not eligible for a graduate assistantship.

“Flex-time” Ph.D. students are part time students for the purpose of this article.

Notwithstanding the foregoing, a “Flex-time” Ph.D. student shall be eligible for consideration as a member of Group B under section 14:02 for one regular academic session during their program of study. In order to assess eligibility, the student must provide the following information, in writing, accompanying their application:

1) confirmation from their supervisor that they will be pursuing studies on a full-time basis, and
2) confirmation that they will *not* be working full-time.

This information must specifically pertain to the academic year in which the student is seeking Group B eligibility.

A faculty member cannot hire their spouse or a member of their immediate family.

Group A

14:01 Definition:

This group is defined as covering students in:

- a Ph.D. program for the first four (4) years of the program;
- the M.A. program (excluding the M.A. in Child Study, and the Masters of Teaching ([M.T.]) for the first year in the program;
- Students in the M.A. in School and Clinical Child Psychology for the first two (2) years of the program;
- School and Clinical Child Psychology Students at OISE who then go on to pursue the Ph.D. at OISE, for the first three (3) years of the Ph.D. program.

Students who meet the criteria above, but are full time employees at the University of Toronto or elsewhere, are ineligible to be considered for graduate assistantships under this Collective Agreement. Full time employment is defined as thirty-five (35) hours per week, or where different, the number of hours specified in an employee’s contract as full time employment.
All students who meet the criteria above for inclusion in Group A will be offered a Graduate Assistantship. A full Graduate Assistantship shall normally cover the period from September to April. Where a student is offered, and elects to take up, a partial Graduate Assistantship, the employer will ensure that the differential between the partial and full Graduate Assistantship will be provided.

Clarity Note: funding of the differential may be from sources such as, for example, OISE-arranged teaching assistantships, research assistantships, OISE-arranged course instructorships, scholarships, or fellowships.

**Group B**

14:02 Definition:

This group is defined as covering all other full time graduate students not covered by Group A including:

- Students in the Ed.D. program;
- Students in the M.Ed. program.

a) Students who are enrolled or will be enrolled full-time in an M.Ed. will be eligible to be considered for assistantships for the first two (2) years of their program. Students who are enrolled full-time in a Masters program with a two (2) year residence requirement will be eligible to be considered for the first three (3) years of their program.

b) Students who are enrolled or will be enrolled full-time in a doctoral program will be eligible to be considered for assistantships for the first five (5) years of their program.

c) The assistantships of students who are enrolled full-time in the first year of an Ed.D. program will be renewed automatically for three (3) subsequent years of full-time study. Students awarded an assistantship in their second year will be automatically renewed for the following two (2) years. Students awarded an assistantship in their third year will be automatically renewed for the following year.

d) Students with a guaranteed assistantship need not submit an application unless applying for an additional term of work above that specified in the original offer of appointment.

14.03 – Group A Only Fall/Winter process

14.03 Group A job descriptions will be posted for a minimum period of ten (10) working days commencing as follows:

- Late May for Graduate Assistants who begin their assistantships in the Fall term;
- Early November for Graduate Assistants who begin their assistantships in the Winter term; and

(a) Each job description will indicate a commitment to accessibility during the application and hiring process, whether the work is to be performed in OISE buildings.
or elsewhere, and if evening and/or weekend work is required, and will indicate the
name of the supervisor, and the hiring department. The Union shall be given read-only
access to the database for all job postings.

(b) Graduate assistants may apply for and rank in order of preference up to 5 positions.
The online application will include a resume and a rationale for applying to each position.

(c) At the close of the job posting period faculty members will review all applicants to their
positions and rank the applicants in order of preference. The GA Online Job Posting
system will match faculty and graduate assistants based on their indicated preference.
Graduate assistants will indicate their acceptance of these assignments by signing the
online Graduate Assistantship Contract.

(d) All successful matches will be notified in writing at the earliest possible date, typically
-on or before the first week of September for positions commencing in the Fall term; and
-on or before the first week of January for positions commencing in the Winter term.

14:04: Group B Only – Fall/Winter GA process

14:04 The Employer shall post at least forty-five (45) positions to Group B in the Regular
Academic session. If the Employer deems that no applicants meet the qualifications for the a
posted position, the employer agrees to carry forward the unused funds to subsequent
sessions. Faculty members posting jobs, as well as the Union, will be given a copy of the
“department procedures and ranking criteria” which will be the basis for considering the
applicant’s ability to assist in research and/or field development activities, which is broadly
defined but which do not include activities which are solely or predominantly clerical or
administrative in nature. Department recruitment needs and seniority in the bargaining unit will
be considered on an equal basis when ranking preferences. On the basis of these
considerations, the Chair will recommend offers of assistantships. One hundred percent (100%)
of funds that were available for the Regular Academic session which were not allocated shall be
made available for assistantships during the next summer or Regular Academic session.

14:05 Group B job descriptions will be posted for a minimum period of ten (10) working days
commencing as follows:

-Mid July for Graduate Assistants who begin their assistantships in the Fall term;
-Early November for Graduate Assistants who begin their assistantships in the Winter
term; and

Each job description will indicate a commitment to accessibility during the application and
hiring process, whether the work is to be performed in OISE buildings or elsewhere, and if
evening and/or weekend work is required, and will indicate the name of the supervisor, and the
hiring department. The Union shall be given read-only access to the database for all job
postings. Graduate assistants may apply for and rank in order of preference up to 5 positions.
The online application will include a resume and a rationale for applying to each position.

(a) At the close of the job posting period faculty members will review all applicants to
their positions and rank the applicants in order of preference. The evidence to be
considered in judging applications shall be limited to the applicant’s resume,

UofT & CUPE Local 3907
rationale for applying, the student’s academic file and any evaluation, per Article 19, of the student’s performance as a graduate student.

(b) Prior to finalizing the Group B Fall/Winter matches, the Employer will share overall demographic information with the union. Graduate assistants will indicate their acceptance of these assignments by signing the online Graduate Assistantship Contract.

(c) All successful matches will be notified in writing at the earliest possible date, typically
- On or before the first week of September for positions commencing in the Fall term; and
- On or before the first week of January for positions commencing in the Winter term.

(d) A faculty member cannot hire her/his spouse or a member of her/his immediate family.

14.06: Summer GA process

14.06 The Employer shall make at least twenty-four (24) appointments for the summer academics session and shall endeavor to ensure that, overall, at least fifty (50%) percent of the appointments are awarded to individuals in Group B. Faculty members posting jobs, as well as the Union, will be given a copy of the “department procedures and ranking criteria” which will be the basis for considering the applicant’s ability to assist in research and/or field development activities, which is broadly defined but does not include activities which are solely or predominantly clerical or administrative in nature. Department recruitment needs and seniority in the bargaining unit will be considered on an equal basis when ranking preferences. On the basis of these considerations, the Chair will recommend offers of assistantships.

14.07 Summer job descriptions will be posted for a minimum period of ten (10) working days commencing in early March for Graduate Assistants who begin their assistantships in the Summer term.

Each job description will indicate a commitment to accessibility during the application and hiring process, whether the work is to be performed in OISE buildings or elsewhere, and if evening and/or weekend work is required, and will indicate the name of the supervisor, and the hiring department. The Union shall be given read-only access to the database for all job postings.

(a) Graduate assistants may apply for and rank in order of preference up to 5 positions. The online application will include a resume and a rationale for applying to each position.

(b) At the close of the job posting period faculty members will review all applicants to their positions and rank the applicants in order of preference. The evidence to be considered in judging applications shall be limited to the applicant’s resume, rationale for applying, the student’s academic file and any evaluation, per Article 19, of the student’s performance as a graduate student.

(c) Prior to finalizing the 24 summer matches, the Employer will share overall demographic information with the union. Graduate assistants will indicate their
acceptance of these assignments by signing the online Graduate Assistantship Contract.

(d) All successful matches will be notified in writing at the earliest possible date, typically on or before the last week of April for positions commencing in the Summer term.

(e) A faculty member cannot hire her/his spouse or a member of her/his immediate family.

Groups A and B (Articles 14:08–14:15)

14:08

(a) For students in full time study in the same degree program for two terms of any academic year, the offer of appointment will be made for both terms considered to be thirty-five (35) weeks. For students in full time study for only one term in any academic year, the offer of appointment will be made for the term of the full time study considered to be seventeen and one-half (17 1/2) weeks.

(b) Upon request by a Graduate Assistant, notwithstanding Article 14:08(a), the period for completing assigned work may be extended to May 31 by mutual agreement of the supervisor and the Graduate Assistant.

14:09 The employment of and payment to a Graduate Assistant shall cease at the end of the academic term in which the employee completes all requirements for the degree program.

14:10 The employment of and payment to a Graduate Assistant shall cease at the time the employee ceases to be a registered student in a degree program, or ceases to be engaged in full time study or is dismissed for cause.

14:11 Applicants may decline an offer of appointment for any reason, and that action will not in and of itself affect the eligibility of the applicant to make future applications, nor will that action enter into the consideration of future applications. If a Group A applicant declines an offer of appointment, the applicant may request an alternative match for the current year. Upon receipt of such request, the employer will endeavor to make another offer to the applicant. Applicants who decline such alternative matches will not be assigned.

14:12 Students who have disabilities and who have not completed the academic requirements of their degree program may, upon written request, gain an additional year of eligibility, subject to the confirmation of the disability by Accessibility Services. Such request should be submitted, along with the assistantship application, by December 1st.

14:13 An academic year over which a graduate student takes an approved leave of absence from full-time study shall not be counted as one of the years referred to in Article 14:02(a), and (b) and (e) or Article 14:10.

14:14 Notwithstanding 14:02(e), Employees will not have their assistantships renewed or if they are terminated for just cause.
14:15 The Employer agrees to make payment retroactively when an appointment has not been processed to effect payment on the first normal payday of the appointment period.

**Group B**

14:16 **Notwithstanding the minimum number of Group B positions set out by Articles 14:04 and 14:06, it is agreed that the 45 full (two term) positions in the Regular Academic Session and the 12 half (one term) positions in the Summer Academic Session may be reallocated to either Academic Session provided that the total number of Group B positions remains at least equivalent to 51 full positions within the academic year.**

**Research and Development Graduate Assistantships**

14:179 The University agrees to establish a fund of a minimum of one hundred and fifty thousand ($150,000) dollars for the creation of Research and Development Graduate Assistantships, of which no less than one hundred and five thousand ($105,000) dollars will be allocated to individuals from Group B. The Parties agree that students in the Doctoral program in year six (6) are eligible for appointment to Research and Development Graduate Assistantships. Any funding not allocated in the prior period shall be carried forward to the subsequent year. The University will provide the Union with a report on the status of the fund for the prior year in June 30th of each year.

For the University

[Signature]

For the Union

[Signature] 20/12/2018 4:12 pm

[Signature] 20/12/2018 4:12 pm

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 15: HOURS AND CONDITIONS OF WORK

15:01 Upon appointment each employee shall be given an offer of employment stating the number of hours of work required and the duration of the appointment. Upon assignment each employee shall be notified of the name of the supervisor who will assign duties and to whom the employee will be responsible. The hours of work and the duration of the appointment shall only be changed with the written consent of the employee excepting any changes arising out of such conditions as are specified in the offer of employment.

15:02 The employee and immediate supervisor shall have a mutual responsibility to ensure that the hours of work specified in the offer of employment are neither exceeded nor reduced. All duties required, expressly or by implication, shall be included in the calculation of hours worked. The immediate supervisor, or Chair if necessary, shall meet with the employee to discuss hours and work assignments as soon as possible and no later than ten (10) working days after the job has been assigned. If the supervisor or Chair fails to do so, the employee shall be deemed to have commenced work from the date specified in the offer of employment. In implementing this clause, it is understood that the employee will make every reasonable effort to meet with the supervisor or Chair at a mutually agreed upon time. It shall be the responsibility of the supervisor to specify in appropriate detail the manner in which assigned duties are to be performed. In the absence of such instructions, no employee shall be penalized or prejudiced in any way for the employee’s choice of approach.

15:03 The hours of work referred to in a letter of appointment shall be the total number of hours over the entire period of employment. Where applicable, the Employer will make every reasonable effort to equalize the hours worked in the Fall and Spring academic terms.

15:04 If the Chair fails to specify an employee’s work assignment within the time period specified in Article 14:13, the employee’s hours of work will be reduced accordingly, with no reduction in the value of the assistantship as set out in Article 13.

15:05 Work will not normally be assigned beyond the end of the contract; that is, the end of the relevant term, provided that the GA has been available to undertake the assigned GAship during the course of the term. The GA and the supervisor may reach an agreement to complete work assigned in a different time frame, which will be made in writing, and signed by both the GA and supervisor.

15:06 All Graduate Assistants shall be provided with a desk and all materials necessary for the performance of their duties. Materials may include, for example: use of a computer, phone, photocopy machine and computer disks, as required to perform the duties of the assistantship. Graduate Assistants who, with prior written approval of the Chair (or designate) of the employing department, incur travel and material expenses for the performance of their graduate assistantship may submit receipts for reimbursement according to University policy.

For the University

[Signature]

For the Union

[Signature]

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

UofT & CUPE Local 3907
Academic Conference Leave

17:02 Employees who have been invited to deliver papers, present research findings, chair sessions, or serve as discussants at an academic conference may make application to their supervisors for an unpaid leave of absence of up to ten (10) days in any academic year for the time necessary to travel to and from the conference, and discharge the 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. Such leaves shall not be unreasonably denied. If the employee completes the hours of work despite the leave, the employee will suffer no reduction in the value of the assistantship as set out in Article 13.

For the University

[Signature]

For the Union

[Signature] 29/11/2018 11:51 a.m.

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

17:04 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 and submission therewith of a doctor’s certificate stating that the employee is pregnant and the probable date of delivery. Where the department requests a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynecologist, midwife) confirming this information, such certificate shall be provided without undue delay. Such certificate shall be at the Department's expense. The employee and the employing Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of a leave may not be extended 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 intention to do so or upon confirming the previous arrangement for return. The employee shall be reinstated to the position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of the appointment.

A) Leaves of two (2) four (4) months or less shall not result in an interruption of regular monthly instalments. Leaves longer than two (2) four (4) months shall be without pay for the period which exceeds the first two (2) four (4) months of such leave.

OR

B) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit, a supplementary benefit will be provided. The University will pay the employee ninety-five (95) percent of regular weekly pay during the two (2) one (1) week waiting period for Employment Insurance benefits, and, for the next fifteen (15) sixteen (16) weeks, or until the end of the appointment (whichever comes first) will pay the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of weekly salary, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits. Please contact the Family Care Office, University of Toronto or the Union, CUPE 3907 to discuss your eligibility for this benefit.

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

17:05 In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may begin the leave immediately, but shall notify the employing Department as soon as possible, but no later than ten (10) working days subsequent to the first day of
leave; the employee shall provide, at the Employer's expense, a doctor's certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth.

Parental Leave/Adoption Leave

(a) 17:06 An employee who has been appointed for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence of up to thirty-five (35) weeks following (a) the birth of the child; or (b) the coming of the child into the custody, care, and control of a parent for the first time. An employee who has not taken pregnancy leave is entitled to a leave of absence of up to thirty-seven (37) weeks. Both parents will be eligible to take a parental leave as follows:

i. Up to thirty-five weeks of parental leave for employees who take pregnancy leave;

ii. Up to thirty-seven weeks of parental leave for all other new parents;

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

Application for such leave shall be submitted in writing to the Supervisor 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 of the intention to take leave within two (2) weeks after stopping work.

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

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

Employees who are eligible for parental leave per the paragraphs above are entitled to choose one of the two following benefits:
(A) Leaves of **one (4) four months** or less during the term of an appointment shall not result in an interruption of regular monthly instalments. For reasons of financial hardship and/or on a compassionate basis an employee may request an additional week of leave to their supervisor. Requests for an additional week shall not be unreasonably denied. Leaves longer than **one (4) four months** during the term of the appointment (except as limited above) shall be without pay for the period which exceeds the first **four months** of such leave. No payment will be made which exceeds the end of the term of employment.

OR

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

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

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

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

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

17:07 Where an employee who qualifies for leave under article 17:04 and/or article 17:06 commences said leave during one appointment, and has a further appointment in the immediately consecutive term, the employee shall be eligible to continue the leave, if there is any entitlement remaining, into that next appointment.
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Serious Illness, Surgery and Hospitalization

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

Gender Reassignment Surgery Leave

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

For the University

For the Union

December 29, 2018

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

17:15 Employees are entitled to Domestic or Sexual Violence leave pursuant to the Employment Standards Act, 2000. All provisions of the Act pertaining to this leave shall apply. Such leave of absence shall be without loss of pay for up to one (1) month at the employee's regular rate of pay during the period of the employee's appointment.

Written request for such leave along with any related documentation and correspondence shall be submitted to Health and Well-Being Programs & Services.

For the University

[Signature]

For the Union

[Signature]

December 20, 2018
2:15 pm

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 19: EMPLOYEE EVALUATION AND RECORDS

19:01 The Employer and the Union agree that the purposes of performance evaluations are to improve the quality of the employee’s work by assisting the employee to develop skills, to provide the employee with feedback on performance and to provide a written record of that performance. Such constructive feedback may include referring the employee to relevant existing University resources.

For the University

[Signature]

For the Union

[Signature]

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

The University recognizes its Duty to Accommodate the disabilities of Bargaining Unit members under the Ontario Human Rights Code and its obligations under the Accessibility for Ontarians with Disabilities Act.

(a) The University agrees to recognize and, to the extent outlined in this article, to deal with one Union Representative. The University will pay for the Union representative to receive up to three (3) (or more as agreed to between the Parties) days of appropriate training in accommodation issues through a training program that will be agreed to in advance by the Union and the University.

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

(c) With the written consent of the employee, the union workplace accommodation representative shall have access to any relevant medical information related to the workplace accommodation and/or return to work of the employee. In the event there is a return to work plan written it will be forwarded to the Union unless the employee indicates otherwise in writing.

(d) The Union workplace accommodation representative may, upon written request to the supervisor, be granted paid release time from the regular assistantship project for time spent in meetings within this article.

(e) Disputes regarding workplace accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Two.

(g) The employee will be reimbursed for all medical reports related to workplace accommodation that the Employer may request subsequent to the initially completed University of Toronto Return to Work Form. Reimbursement will be up to the amount as outlined in the Ontario Medical Association’s Guidelines.

(h) Where an employee has submitted medical documentation to Accessibility Services regarding a disability and gives written consent to Health & Well-being Programs and Services, medical documentation may be requested directly from Accessibility Services by Health & Well-being Programs and Services.

(i) Where appropriate supporting medical documentation indicates that the employee requires accommodation in order to fulfill the essential duties of their job, a workplace accommodation plan will be developed by Health & Well-being Programs and Services in consultation with the employee and the appropriate departmental academic administrator(s).

(j) Documentation pursuant to this Letter of Understanding will be kept in confidence and made available to relevant individuals strictly on a need-to-know basis. For
clarity, the employee's supervisor shall only have the information necessary to implement the accommodation.

For the University

_____________________

For the Union

_____________________

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

This is letter is to confirm that the CUPE 3907 office will remain at 252 Bloor Street West during the life of this agreement. In the event that the University requires a relocation of the CUPE 3907 office, the University will provide the Union with at least three (3) months’ notice in advance of the office’s relocation date to a comparable office space located at 252 Bloor Street West.

For the University

For the Union

December 20, 2018
4:05 pm

20/12/2018
4:05 pm

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

The University and the Union agree that all employees have the right to be free from domestic violence. The University recognizes the importance of providing timely and flexible assistance and support to employees experiencing domestic violence. Such assistance and support must be specific to individual needs. Accommodation and support that may be considered include but are not limited to leaves of absence under various provisions of this Collective Agreement and access to campus and community support, including Human Resources, Health & Well-Being Programs & Services, the Community Safety Office, and the Sexual Violence Prevention and Support Centre.

For the University

[Signature]

For the Union

[Signature]

29/11/18 11:57 am
29/11/2018 11:58 am

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