Wednesday, December 11 @ 7:00PM
Withdrawn if not accepted today

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 3902 – Unit 5
   (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 January 1, 2020 to December 31, 2022.

3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which will expire on December 31, 2019, provided, however, that the following amendments are incorporated:
   i. All attached pages numbered 1 to 8 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 9 to 50

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.

5. Subject to review for errors and omissions.

FOR THE UNIVERSITY

FOR THE UNION
University of Toronto Proposals to CUPE, Local 3902 – Unit 5
WITHOUT PREJUDICE
December 11, 2019

DATED AT TORONTO THIS 4 DAY OF December 2019
University of Toronto

- and -

The Canadian Union of Public Employees (CUPE)
Local 3902 – Unit 5

Collective Bargaining 2019

WITHOUT PREJUDICE

Package for Settlement
Withdrawn if not accepted today

December 11, 2019
7pm

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

- All previously agreed-to language
- All proposals as attached to this document
- All other proposals not expressly agreed upon are withdrawn
- No provisions are retroactive unless expressly indicated
- The term of the agreement shall be from January 1, 2020 to December 31, 2022

Financial

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

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

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

1. Increases to Minimum Salary (see attached Article 14:01)

   Increase minimum salary by 1.0% effective the following dates:
   - January 1, 2020 $35,350
   - January 1, 2021 $35,704
   - January 1, 2022 $36,061

2. Increases to Salaries Above the Minimum by 1.0% (Schedule B)

Each active employee in the bargaining unit (including employees on any approved leave pursuant to the Employment Standards Act or this Collective Agreement) shall receive a 1.0% salary increase effective on the ratification date and on each Salary Adjustment Date* during the term of the 2017—2019 2020-2022 Collective Agreement provided ALL of the following conditions are met:

   i. The employee is receiving more than the minimum salary set out in Article 14:01 of the Collective Agreement, AND

   ii. has worked without a break in service in each of the twelve (12) months immediately preceding and including the ratification date and/or the employee's Salary Adjustment Date* as applicable, AND

   iii. whose annualized salary, i.e. 100% Full Time Equivalent, has not increased for ANY reason (including on the Salary Adjustment Date* and on the ratification date) during the twelve (12) months immediately preceding the ratification date and/or the Salary Adjustment Date* as applicable.

   iv. For clarity, an employee who received an increase during the twelve-month period referred to above, which is less than 4.6 1.0%, shall
receive a top-up increase effective on the Salary Adjustment Date* and/or the ratification date as applicable such that the total of the two increases is equal to **4.5-1.0%**.

v. For clarity, one-time-only payments, if any, are not considered "increases" and will not be included in the calculation of an employee's annualized salary.

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

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

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

3. Benefits

- **NEW: $25,000 per year "Development and Special Circumstances Fund"

  - This fund will be held and administered by the University. The University and the Union will mutually agree within 90 days following ratification on the criteria for disbursement of funds to eligible employees in the bargaining unit.

- Increase child care benefit to $104,000/year from $100,000/year (see attached Appendix A)

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
SCHEDULE A: HEALTH AND DENTAL BENEFIT PLAN

Effective May 1, 2015 July 1, 2020, the University agrees to contribute fifty percent (50%) towards the cost of the billed rates of premiums for employees participating in the University of Toronto Health and Dental Plan in effect on January 26, 2015 December 31, 2019 in accordance with the provisions and regulations of the said plan during the term of this Agreement. Participation in said Health and Dental Plan is required as a condition of employment, unless the employee chooses to be exempt pursuant to Article 25.04 due to spousal coverage.

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

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

For employees with partial appointments of twenty-five (25) percent or more of a full-time appointment, the Employer’s contribution shall be pro-rated to the percentage of a full-time appointment.

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

Effective July 1, 2020 the following will apply: Changes to billed rates of premiums will take effect with the annual benefits renewal (currently each July 1). Within two (2) months prior to any change in employee premiums for the CUPE 3902 Unit 5 Health and Dental Plans, representatives of the University and the Union will meet to review and discuss the financial status of the Health and Dental plan.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
APPENDIX A: POSTDOCTORAL FELLOWS CHILD CARE BENEFIT PLAN

Commencing with the 2017 calendar year, and for the duration of this collective agreement (to December 31, 2019) For the duration of the 2020-2022 Collective Agreement, Bargaining Unit Members with an eligible dependent child under the age of seven will be eligible for reimbursement of child-care expenses as follows:

a. The maximum half-day reimbursement will be $10.00 per day. A half-day is defined as a minimum of four (4) hours to a maximum of six (6) hours of care, or where the parent is being charged a half-day rate by the child care provider.

b. The maximum full-day reimbursement will be $20.00 per day. A full-day rate is defined as six (6) or more hours of care, or where the parent is being charged a full-day rate.

c. Reimbursement is limited to fifty percent (50%) of the lesser of (i) the amount actually paid; and (ii) the usual and customary amount charged by the service provider for the same child care services. Members must apply for reimbursement during the designated application period (usually February - March of the subsequent year) using the application and process determined by the University each year. Members must be able to provide as back-up to an application, in a single package, detailed receipts substantiating the child care expenses in respect of which reimbursement is sought for the previous calendar year along with proof of payment (e.g., credit card receipt, front and back of cancelled cheque, or a validated receipt). Reimbursement in respect of a calendar year shall be made in one lump sum payroll deposit, less applicable withholdings, if any. Members must provide the University with current Canadian banking information so that payments may be made by direct deposit.

d. Reimbursement will be made only for eligible child care expenses (as defined in the Income Tax Act) incurred by the Member. The University makes no representations as to whether a deduction from income is available under the Income Tax Act (ITA) in respect of any amounts paid or payable under this plan.

e. If both parents are eligible for reimbursement under this child care benefit plan, only one shall be entitled to claim reimbursement under this child care benefit plan in a calendar year.

f. The plan maximum of $2,000 per child will be provided annually, based on a calendar year. The amount will be pro-rated for less than full-time equivalent employment. A Member who has been appointed for less than the full calendar year shall be entitled to a pro-rated amount for that year. There are no carryover provisions if the full $2,000 is not used in any given year.

g. The terms "child care expense" and "eligible child" in this plan shall have the meanings given to them in subsection 63 (3) of the ITA. The term "child" shall have the extended meaning given to that term in subsection 252 (1) of the ITA such that, where used in this plan, the term "child" shall include a natural, step, common-law or adopted child or ward under the age of seven.
The University shall not be required to contribute or set aside any amounts to a separate fund or account to satisfy its obligations under this plan, or otherwise secure its obligations under this plan. The value of the annual eligible claims under this plan shall not exceed $100,000 $104,000 annually for the term of this Collective Agreement. If, in a given year, the value of the eligible claims under this plan is greater than $100,000 $104,000, all claims will be reimbursed on a pro-rated basis. If, in a given year, the total value of the eligible claims under this plan is less than $100,000 $104,000, no excess amount will be carried forward or used for other benefit purposes: the excess amount shall be carried forward and added to the notional value of the eligible claims for following calendar year only.

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

Effective April 2018 January 1, 2020 the following will apply: Within two (2) months following the distribution of payments, and at least two (2) months prior to any change in employee premiums for the CUPE 3902 Unit 5 Health and Dental Plans, representatives of the University and the Union will meet to review and discuss the utilization of the Child Care Benefit Plan. and the financial status of the Health and Dental plan.

For the University  

For the Union  

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 4: NO DISCRIMINATION

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

(b) The University 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.

For the University

[Signature]

For the Union

[Signature]

Elise Noying

Leona MacNeil

December 9, 2019

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

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

For clarity, 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 clarity, workplace harassment that occurs through electronic means is covered by this Article.

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

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
4:05 The time limit for making a report under the University's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual violence or sexual harassment under this Collective Agreement shall be no longer than six (6) twelve (12) months after the occurrence of the matter that is the subject of the report/grievance. Where the respondent is the immediate supervisor of the complainant, the time limit to make a report shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the report/grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee's control prevented the employee from grieving within the time limit.

Notwithstanding Articles 9.06 and 9.07 of this Collective Agreement, a grievance alleging sexual violence or sexual harassment shall be filed at Step 3 (or Step 2 for single department faculties). The Vice-President, Human Resources & Equity (or designate) will give a written decision to the Chair or Grievance Officer of the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 10 of this Collective Agreement.

For the University

For the Union

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

UofT & CUPE Local 3902 – Unit 5
An employee who makes a report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any **academic or other** penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
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 either the Complainant and or the Respondent are members of CUPE 3902 bargaining units, such bargaining unit employee 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.

For the University

For the Union

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

UofT & CUPE Local 3902 – Unit 5
4:10 In the event that a grievance alleging sexual violence or sexual harassment is referred to arbitration in accordance with Article 10, the Chairperson shall be selected from among the following persons:

Jasbir Parmar
Louisa Davie
William Kaplan
Laura Trachuk

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

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
No Reprisal

4:11 The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

Further, every employee has a right to a workplace free of harassment, discrimination, reprisal or retaliation. Accordingly, every employee may bring forward, provide information regarding, assist, or otherwise be involved in the resolution of a complaint without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge, whether that complaint is brought forward through a grievance under the Collective Agreement or a complaint in accordance with another University Policy or Guideline, provided that the employee is not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. For clarity, there will be no reprisals against any employee who brings forward a complaint of harassment and/or discrimination within the meaning of Article 4 of this Collective Agreement provided that they are not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. Both Respondents and Complainants shall be made aware of this Article.

Any allegation(s) of reprisal or retaliation may be the subject of a grievance commencing at Step Two of the Grievance Procedure.
Labour/Management Committee

7:03 The Union and the University acknowledge the mutual benefit of joint consultation and agree, therefore, that there shall be a joint labour/management committee consisting of three (3) representatives from and selected by each Party. Meetings shall be held bi­annually or as requested and mutually agreed by the parties. Meetings shall be arranged at the request of either Party through the Labour Relations Department, by submitting in writing the topics to be discussed at least 10 working days before the upcoming meeting. Such meetings shall take place, at a mutually agreeable time, within fifteen (15) working days of the receipt of the request for the meeting. Meetings shall not be used to discuss matters which are the subject of a grievance nor to discuss any matters which are, at the time, the subject of collective bargaining. The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the University with respect to its discussions and conclusions, and shall not have the power to add to or modify the terms of this agreement. A representative of each Party shall be designated Co-Chairperson, and the two persons so designated shall alternate in presiding over meetings.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
8.01 The University shall not discipline or discharge without just cause, and shall have due regard for the principles of progressive discipline.

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

Step I: Oral warning
Step II: Written warning or letter of reprimand
Step III: Unpaid short suspension

**Step IV: Unpaid long suspension**

Step IV: Discharge

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

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

For the University

[Signature]

For the Union

[Signature]

UofT & CUPE Local 3902 – Unit 5
8.03 When the Chair or designate requires an employee to attend an interview as part of an investigation which is likely to lead to discipline or discharge or for a meeting concerning discipline or discharge, the Chair or designate will inform the employee, in writing, **with a copy to the Union**, of the employee's right to have a Union representative attend such a meeting. If the employee requests representation by a Union representative, the Chair or designate will arrange for such representation without undue delay, and without further discussion of the matter with the employee concerned.

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 3902 – Unit 5
8:06 All disciplinary meetings, interviews, and investigations shall be treated as confidential. If there is no resulting discipline or discharge, then all record of the matter shall be removed from the personnel file of the employee and will not be considered in decisions pertaining to the employee, including, but not limited to, a contract renewal.

8:07 The Employer will remove warnings and reprimands in an employee’s personnel file after twenty-four (24) twelve (12) months of active employment (i.e. days actually performing bargaining unit work) have elapsed since the date of issue, unless the employee has a subsequent warning for an offence during that period.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
10:09 An arbitrator may extend the time limits in accordance with Section 48(16) of the Ontario Labour Relations Act.

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

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

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

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

For the University

For the Union

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

11:04 An employee who has been employed for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay for up to thirty-five (35) weeks following (a) the birth of the child; or (b) the coming of the child into the custody, care and control of the employee for the first time.

An employee who has not taken pregnancy leave is entitled to a leave of absence without pay of up to thirty-seven (37) weeks. Both parents will be eligible to take a parental leave as follows:

i. Up to sixty-one (61) weeks of parental leave for employees who take pregnancy leave;

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

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 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) seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the employee for the first time. Parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of the employee for the first time.

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

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

For the next eight (8) weeks, or until the end of the appointment (whichever comes first), the University will pay the lesser of:

(A) four hundred (400) dollars per week

or

(B) the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of the actual weekly salary which the employee was receiving on the last day worked prior to the commencement of the parental leave, provided that the employee provides proof that the employee has applied for, and is receiving Employment Insurance benefits and the amount of those benefits. The weekly top-up payment will be calculated using the weekly
EI benefit that would be payable to the employee (i.e., 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act.

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
(Article 11:08)

Serious Illness, Surgery and Hospitalization

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

Gender-Reassignment Surgery Leave

11:09 An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical procedure(s) related to a physical change from one gender to another shall be granted up to two (2) months of paid gender reassignment surgery leave at the employee’s regular rate of pay during the period of the employee’s appointment.

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For the University

[Signature]

For the Union

[Signature]

[Date] December 11, 2019

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

11:09 The University recognizes its duty to accommodate employees with disabilities in accordance with the Ontario Human Rights Code.

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

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

(c) Where 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 supervisor.

(d) Documentation pursuant to this Article 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.
Bereavement Leave

11:10 The University will grant up to three (3) days of paid leave in the event of the death of an employee's spouse or same-sex partner, children (including step-children), grandchildren, parents, parents-in-law, sibling (including step-brother, step-sister), brother-in-law, sister-in-law, and grandparents, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g., a close friend). If extensive travel is required, the employee shall be permitted no fewer than five (5) consecutive days of leave per contract year without loss of pay. For clarity, the foregoing is inclusive of step and in-law relations and relations regardless of gender.

For the University

For the Union

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

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

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
DOMESTIC OR SEXUAL VIOLENCE LEAVE

11:14 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

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
12:03 Presidential Day(s) as designated by the University will be a day off without loss of pay. Any employee required to work on any holiday declared by the President of the University of Toronto shall be provided time off in lieu at the rate of one (1) hour for each hour worked.

12:04 The University shall designate the day of observance of the paid holidays set out in Article 12:01 above. Notice will be sent to the Union by the University within a reasonable time period prior to the date of observance of the paid holiday(s). Where a paid holiday falls on a Saturday or a Sunday, the University shall designate a weekday as the day of observance for that holiday.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 13: VACATION

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

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

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

13:04 Vacation credits are to be used on a year to year basis by employees to take vacation and shall not be accumulated from year to year. An employee may carry forward up to five (5) vacation days with the written approval of the supervisor.

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

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

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

For the University

For the Union

UofT & CUPE Local 3902 – Unit 5
14:01 Effective May 31, 2017 the ratification date, the minimum annual full-time salary inclusive of vacation pay shall be: $33,000 $35,350.

Effective January 1, 2018 2021 the minimum annual full-time salary inclusive of vacation pay shall be: $34,000 $35,704.

Effective January 1, 2019 2022 the minimum annual full-time salary inclusive of vacation pay shall be: $35,000 $36,061.

See Schedule B for Salaries above the minimum.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
(ARTICLE 15: HEALTH AND SAFETY)

15:05 The University will provide the Union with copies of all Workplace Safety and Insurance Board (WSIB) Form 7 Employers' Report of Injury/Illness for members injured on the job.

Pregnancy

15:06 In assessing the health and safety of work, the University shall consider the special risks that may apply during pregnancy. Pregnant employees may request a workplace assessment by the Office of Environmental Health and Safety. The employee will have the right to have a Union Representative in attendance during the assessment. Where risks or hazards are identified by EH&S through such an assessment the University will arrange reasonable accommodation, including but not limited to options such as reassignment or leave.

Workplace Inspection

15:07 The University confirms that it shall ensure that workplace inspections are conducted as required by OHSA.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
15:06 In the event an employee is injured in the performance of their duties such that the employee is required to stop work and receive medical treatment the employee will receive their regular pay for that work day. If the injury is such that transportation immediately following the injury is required, the University will provide, or arrange for, suitable transportation to a hospital, the employee's home or other appropriate location.
16:01 Membership in the Union shall be on a voluntary basis; however, as a condition of employment, each employee shall have deducted by the University from each monthly pay during the term of the Agreement an amount equivalent to the Union dues or any assessments as are uniformly levied upon all members of the Union in accordance with its Constitution and By-laws. The amount of such dues shall be certified to the University in writing by the Secretary-Treasurer of the Union. Notice of any change in dues must be provided in writing to the University by the Secretary-Treasurer of the Union. Where the change is solely a change in the percentage rate of dues deducted, it shall be effective on the first day of the month following the period of thirty (30) days from actual receipt of the notice; other changes shall be effective on the first day of the month following the period of sixty (60) days from actual receipt of the notice. The University shall not be required to implement any change in dues affecting only a portion of the monthly pay.

The University shall remit the amount deducted in accordance with this Article to the Union not later than ten (10) working days from the date on which the deduction has been made. Each remittance to the Union shall be accompanied by an electronic list of the employees from whose pay the deductions have been made. This list shall also include personnel numbers; title; first name; middle and last name; Union dues; monthly salary; salaries; department of work; addresses; telephone number(s); and e-mail addresses as may exist in the University’s HRIS system. On an academic term (i.e., three times a year) basis, the University shall provide an electronic listing of first name, last name, department of employment, and start and end date of current contract of all employees in the Bargaining Unit. In addition, the University agrees to provide a count of the number of international postdoctoral fellows in the Bargaining Unit on an academic term (i.e., three times a year) basis. The provision of any information by the University shall be in the form and/or format determined by the University, which may be varied by the University at the University’s sole discretion. The University agrees to provide the Union with two (2) months advance notice of its intention to alter the form and/or format.

16:02 All enquiries concerning Union dues or dues deductions should be directed to CUPE/SCFP, Local 3902, 208 480 Bloor Street West, Suite 300 803, Toronto, Ontario M5S 2V6, telephone: 416 593-7057 email: info@cupe3902.org.

For the University

For the Union

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

UofT & CUPE Local 3902 – Unit 5
21:06 At the request of an Employee nearing the end date of an appointment, a meeting shall be held between the Employee and their Supervisor.

For the University

For the Union

Erie MacNiel

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
22:05 All members of the University Community have the rights and obligations set forth in the Statement of Institutional Purpose and the Statement on Freedom of Speech, as they exist from time to time.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Courses/Training
23:01

(a) If an employment supervisor requires an employee to attend a course and/or training as part of the employee's employment, it will be considered paid time and the employee shall not be responsible for the cost of the course and/or training.

(b) Employees shall have access to career counselling services and workshops, provided through the University's Career and Co-Curricular Learning Network (St. George), Career Centre (UTM), and Academic Advising & Career Centre (UTSC).

(c) The University will provide Graduate Centre for Academic Communications workshops and immigration sessions to Postdoctoral Fellows.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 24: UNION OFFICE SPACE

24:01 The University recognizes the need for the Union local to have a central location for files and normal office equipment for the purpose of conducting business with the University. Accordingly, the University will pay the Canadian Union of Public Employees, Local 3902 ten thousand dollars ($10,000) per month, towards the rental of office space as set out in Article 27:01 of the CUPE Local 3902, Unit 1 Collective Agreement. For clarity, it is understood and agreed that this sum is paid in respect of CUPE Local 3902 Units 1, 3, and 5 and no additional funds will be provided in respect of those other units or under those other collective agreements.

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

will be provided rent-free to the Canadian Union of Public Employees, Local 3902, in accordance with the following conditions:

(a) This privilege may be withdrawn if the local Union uses or allows the office space to be used for purposes other than set out in this Article of the Collective Agreement.

(b) The Union will occupy the space in a manner consistent with the rules and regulations in the lease between the Landlord and the University of Toronto.

(c) The space allocation is subject to change if it is required by the University. In this event, alternate accommodation will be found. Unless a situation arises which is beyond the control of the University, the University will give no fewer than three (3) calendar months' notice that the Union will be required to change offices.

(d) The University will provide cleaning service and campus mail service at no cost to the Union.

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
The parties agree to finalize the renewal Collective Agreement within six (6) months of the date of its ratification.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
The University and the Union agree to RENEW, AMEND, ADD or NOT RENEW as specified below the following Letters of Intent for the term of the renewal Collective Agreement:

Joint Letter of Intent: Arbitration  
Letter of Intent: Stewards  
Letter of Intent: Professional Development  
Letter of Intent: Inventions Policy and Copyright Policy  
Letter of Intent: Letters of Offer  
Letter of Intent: Discussion of Article 2: Recognition & Coverage  
**Letter of Intent: Sustainability Committee**  
Letter of Understanding: Domestic Violence  
Letter of Intent: Labour Management Committee discussions  
Letter of Understanding: Leaves of Absence  
**Letter of Intent: Access to University Resources**

For the University

For the Union

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

UoT & CUPE Local 3902 – Unit 5
JOINT LETTER OF INTENT: DUPLICATE PROVISIONS

May 31, 2017 (DATE)

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

ARTICLE 16: UNION SECURITY

16.06 The University agrees to issue, upon request from the Union in writing, to the Staff Representative(s) of the Union:

a) A library card (valid at both Robarts Library and Bora Laskin Law Library).

b) A valid username/password to access the University's Campus Wireless Network.

There shall be no charge to the Union or to the Staff Representative(s) for the card and/or wireless access. Use of the card and wireless network shall be subject to the general regulations made from time to time by the University and/or the Library. Access to the Bora Laskin Law Library shall include access to all online legal resources available for University of Toronto library card holders who are not students or faculty in the Faculty of Law.

ARTICLE 24: UNION OFFICE SPACE

24:01 The University recognizes the need for the Union local to have a central location for files and normal office equipment for the purpose of conducting business with the University. Accordingly, the University will pay the Canadian Union of Public Employees, Local 3902 ten thousand dollars ($10,000) per month, towards the rental of office space. For clarity, it is understood and agreed that this sum is paid in respect of CUPE Local 3902 Units 1, 3, and 5 and no additional funds will be provided in respect of those other units or under those other collective agreements.

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

will be provided rent-free to the Canadian Union of Public Employees, Local 3902, in accordance with the following conditions:
(a) This privilege may be withdrawn if the local Union uses or allows the office space to be used for purposes other than set out in this Article of the Collective Agreement.

(b) The Union will occupy the space in a manner consistent with the rules and regulations in the lease between the Landlord and the University of Toronto.

(e) The space allocation is subject to change if it is required by the University. In this event, alternate accommodation will be found. Unless a situation arises which is beyond the control of the University, the University will give no fewer than three (3) calendar months’ notice that the Union will be required to change offices.

(d) The University will provide cleaning service and campus mail service at no cost to the Union.

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

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

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

For the University

For the Union

Elise Heining
Dec 9, 2019

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: LETTERS OF OFFER

May 31, 2017 DATE

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

Letters of offer will include enrolment information for benefits, a link to the School of Graduate Studies PDF handbook, instructions to join the Postdoctoral Fellows Listserv, and a link to the University’s policies and procedures.

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

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
University of Toronto
December 9, 2019

Letter of Intent: Sustainability Committee

The University and the Union recognize the importance of protecting the environment and promoting environmentally sustainable practices in the workplace. To that end, during the life of this Collective Agreement, the parties agree to meet and discuss establishing a sustainability committee with the aim of exploring initiatives and practical measures that address issues related to sustainability, climate change, the University’s carbon footprint, and minimizing the unnecessary consumption of resources.

For the University

[Signature]

For the Union

[Signature]

Dec 9, 2019

1:16 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

For the Union

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

UoT & CUPE Local 3902 – Unit 5
Letter of Intent: Labour Management Committee discussions

During the 2019-20 round of collective bargaining, the Union raised concerns regarding the support and resources available to assist in the facilitation of employee relocations. The Parties agree to discuss these concerns at a Labour Management Committee meeting.

For the University

For the Union

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

It is understood and agreed that any period of time on an approved leave of absence greater than one month will not be counted towards the employee's maximum duration of a Postdoctoral Fellow employment contract including all renewals, as set out in Article 21:04.

For the University

For the Union

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

UofT & CUPE Local 3902 – Unit 5
Letter of Intent: Access to University Resources

The University confirms that employees in the bargaining unit have access to the following services and resources:

(a) The Employee & Family Assistance Program
(b) The Graduate Professional Skills (GPS) Program, including eligibility to enrol in Teaching in Higher Education (THE500)
(c) The Graduate Centre for Academic Communication (GCAC)
(d) The English Conversation Communities for Grads
(e) The Early Learning Centre (ELC)

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF AGREEMENT: IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES

The parties agree that an employee who is entitled to and provided with salary during the one-week waiting period and top up pursuant to Articles 11:03 and 11:04 will receive one paid week of leave ("Parental Transition Week") immediately following the end of their EI pregnancy or parental leave (the end of their combined leaves for employees who take both pregnancy and parental leave). This Parental Transition Week will be in addition to the leave entitlements set out in Articles 11:01 and 11:04.

During the Parental Transition Week, employees will be paid 100 per cent of their weekly salary.

For the University

For the Union

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