



COLLECTIVE AGREEMENT

- BETWEEN -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

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



Term of Agreement: May 1, 2005 to April 30, 2008

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COLLECTIVE AGREEMENT ENTERED INTO in the City of Toronto in the Province of Ontario as of February 10, 2006.

BETWEEN

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

- and -

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

ARTICLE 1: GENERAL PURPOSE

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

ARTICLE 2: RECOGNITION

Bargaining Unit

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

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

EXCLUSIONS

Members of Professions

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

Status Only Persons

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

Persons Whose Primary Work Interest is Outside the University

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

Research

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

Athletics

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

CLARIFICATIONS**Part-time Lecturers**

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

Graduate Engineers

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

Changes in Status

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

Law Students

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

ARTICLE 3: RESERVATION OF MANAGEMENT RIGHTS

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

ARTICLE 4: NO DISCRIMINATION

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

Sexual Harassment

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

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

1. Making submission to an unsolicited sexual advance or solicitation, expressly or by implication, a term or condition of an employee's right to or continuation of or advancement in employment or academic success, and/or
2. Using or threatening to make use of, rejection of an unsolicited sexual advance or solicitation as a basis for employment, academic or other decisions affecting the employee or the employee's progress, and/or
3. Physical conduct, occurring either on the Employer's premises or in the pursuance of a University activity or business, which emphasizes the sex or sexual orientation 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 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,

that is directed at one or more specific employees

that emphasizes the sex or sexual orientation 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

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

Sexual Harassment Grievances

4:04 An employee who believes that he/she has been sexually harassed may file a grievance under the normal grievance procedure. The time limit for filing such a grievance shall be no longer than six (6) months after the occurrence of the matter that is the subject of the complaint/grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) months.

4:05 Grievances alleging sexual harassment shall be initiated at Step 2. Where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be

sent forward to the next step. No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

- 4:06 It is agreed that where an employee elects to submit a grievance alleging sexual harassment, he/she shall forfeit his/her right to file a "complaint" under the Employer's sexual harassment policy.
- 4:07 Where an employee believes he/she has been the victim of sexual harassment, he/she may request, through the Union, to discontinue contact with the alleged harasser. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any academic or other penalty. The Employer and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
- 4:08 Witnesses who give information and/or evidence in a sexual harassment complaint shall suffer no penalty of an academic or other nature.
- 4:09 In the event that both the complainant and the respondent are employees covered by a Collective Agreement between the Governing Council of the University of Toronto and CUPE 3902, the Union and the Employer will appoint a mutually-agreed upon third party to investigate the complaint. Within two (2) months, the investigator shall submit a report to the Union and the Employer. The report may recommend discipline: e.g., ordering an apology, counselling, etc. The report shall not preclude the possibility of a grievance being filed on behalf of the complainant or respondent.
- 4:10 In the event that a grievance alleging sexual harassment is referred to arbitration in accordance with Article 15, the Chairperson of the Board of Arbitration shall be selected from among the following persons:

Ken Swan
Paula Knopf
Kevin Burkett
Louisa Davie

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

ARTICLE 5: PERSONAL HARASSMENT

- 5:01 Personal Harassment means any improper behaviour by a person employed by the University that is directed at and/or offensive to another person employed by the University, and which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.

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

ARTICLE 6: NO STRIKES AND NO LOCKOUTS

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

ARTICLE 7: UNION SECURITY

7:01

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

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

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

7:02 The Employer agrees to provide the Union once per month with an electronic copy of the information contained in the alphabetical and address sections of the monthly computer printout produced in accordance with Article 7:01, exclusive of headings and totals. The Employer recognizes the Union's interest in the present format and undertakes to (a) provide as much notice as possible in the event of a change and (b) fully consider the Union's statement of impact in response to any such notice.

7:03 All enquiries concerning Union dues or dues deductions should be directed to CUPE/SCFP, Local 3902, 180 Bloor Street West, Suite 902, Toronto, Ontario M5S 2V6, telephone: 416-593-7057 or 416-978-7632, e-mail: info@cupe3902.org.

7:04 The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an employee(s) for amounts deducted from pay as provided for in this Article.

7:05 The University will pay to the Union by the 15th of May of each year an amount equivalent to the salary of four (4) Course Instructors for a "Y" course for the purposes of the costs associated with the administration of the Collective Agreement.

7:06 The Employer agrees to issue, upon request from the Union in writing, a library card (valid at both Robarts Library and Bora Laskin Law Library) to the Staff Representative(s) of the Union. There shall be no charge to the Union or to the Staff Representative(s) for the card. Use of the card shall be subject to the general regulations made from time to time by the University and/or the Library.

7:07 As soon as possible following receipt of the Union's notice to bargain, the University will pay to the Union twenty-seven thousand (\$27,000) dollars in full satisfaction of its direct contribution to the cost of collective bargaining.

Union/Management Relationship

7:08 Beginning with the 2002-03 academic session, the Employer agrees to provide the Union, within thirty (30) calendar days of the conclusion of each session, the following information on each member represented by the Union:

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

ARTICLE 8: INFORMATION TO EMPLOYEES

8:01 The Employer agrees to inform all applicants, prospective members of the bargaining unit and new employees that a Union Agreement is in effect, and to include a copy of the Agreement with notification of appointment. The Employer agrees to provide copies of any new Agreement to all employees.

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

ARTICLE 9: CORRESPONDENCE

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

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

ARTICLE 10: ACADEMIC FREEDOM

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

10:02 Further, the parties to this Agreement acknowledge that the University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, they agree to abide by the principles of academic freedom as expressed in the following statement with respect to Course Instructors: academic freedom is the freedom to examine, question, teach, and learn, and it

involves the right to investigate, speculate, and comment without reference to prescribed doctrine, as well as the right to criticize the University, and society at large. Specifically, and without limiting the above, academic freedom entitles Course Instructors to:

- (a) freedom in carrying out their assigned teaching;
- (b) freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather academic freedom makes such commitment possible.

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

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

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

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

ARTICLE 11: LABOUR/MANAGEMENT RELATIONS

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

Labour/Management Committee

11:02 The Union and the Employer acknowledge the mutual benefit of joint consultation and agree, therefore, that there shall be a joint labour/management committee consisting of three (3) representatives from and selected by each party.

Meetings shall be arranged at the request of either party through the Labour Relations Department, by submitting in writing the topics to be discussed. Such meetings shall take place, at a mutually-agreeable time, within ten (10) working days of the receipt of the request for the meeting. Meetings shall not be used to discuss matters which are the subject of a grievance nor to discuss any matters which are, at the time, the subject of collective bargaining. The committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions, and shall not have the power to add to or modify the terms of this

agreement. A representative of each party shall be designated Co-Chairperson, and the two persons so designated shall alternate in presiding over meetings.

Discussion

11:03 The parties are agreed that discussion and communication on matters of mutual concern between employees or the Union and Departments of employment shall be encouraged, recognizing that the format of these discussions will vary from Department to Department.

Departmental Workload Review Committee

11:04 Each Department shall have a Workload Review Committee consisting of the Chair of the Department and the Union Steward of the Department.

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

These discussions shall be without prejudice and shall not be the subject of a grievance, nor will the fact that a discussion has taken place preclude an employee from filing an individual grievance thereafter in accordance with Article 16:11.

Management Training

11:05 The Union will be invited to send a representative to a Human Resources Management Seminar for new academic administrators to address the participants for ten (10) minutes on the Union's perspective of the content and workings of the Collective Agreement, and to set out the Union's major issues and concerns. The Union shall be notified of such training at least ten (10) working days in advance of the session.

ARTICLE 12: UNION REPRESENTATION

12:01 The Employer acknowledges the rights and duties of Union Stewards and the Grievance Committee and the Grievance Officer to assist in preparing and presenting grievances in accordance with the Grievance Procedure. The Employer agrees to recognize more than one (1) Steward in large Departments and to recognize single Stewards for groups of Departments where necessary. It is agreed that the Steward (or Stewards) representing a Department (or group of Departments) normally shall be employed in that Department (or group of Departments) at the time of notification of selection as a Steward. While employed, and for the eight (8) months immediately following the end of a period of employment, a Steward shall continue to be recognized until further written notice from the Union indicating otherwise.

12:02 The Employer agrees to recognize the authority of the Grievance Officer, Union Stewards, and members of the Grievance Committee to assist in the administration of the Collective Agreement. Upon request from the Steward(s) and/or member of the Grievance Committee, the Designated Authority of the Department shall meet with the Steward(s) and/or other designated Union Official(s) within five (5) working days.

12:03 The Union shall notify the Employer, in writing, of the name of each Steward, the Steward's Department of employment, and the Department or Departments the Steward represents, and the names of the members of the Grievance Committee. Upon such notification the Employer shall be required to recognize such Stewards or Grievance Committee members.

ARTICLE 13: PROGRESSIVE DISCIPLINE

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

Step 1: Oral or written warning

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

Step 3: Discharge or cancellation of subsequent appointments

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

The Employer reserves the right in serious circumstances to bypass Steps 1 and 2 of the recommended procedure.

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

The Employer shall not discipline without just cause.

13:02 When the Chair or Designated Authority of a Department summons an employee for an interview to investigate a matter which may be the subject of disciplinary action which will be recorded in the employee's employment file, the Chair or Designated Authority will inform the employee of the employee's right to have the employee's Union Steward (or other Union Representative) present, and will inform the employee, in writing, of the nature of the allegations to be discussed. If the employee requests representation by the employee's Union Steward (or other Union Representative), the Chair or Designated Authority will arrange for such representation without undue delay, and without further discussion of the matter with the employee concerned. A meeting with the Chair or Designated Authority as described above shall take place without undue delay as a necessary component of such disciplinary/discharge action unless the employee declines or is unable or unwilling to attend within a reasonable time frame.

13:03 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. The Employer will remove warnings and reprimands in an employee's personnel file that are more than thirty-six (36) months old, unless the employee has a subsequent warning for an offence during that period.

13:04 All disciplinary investigations shall be treated as confidential.

13:05 Nothing in this Article shall be construed in such a manner as to prevent the normal discussion between supervisors and employees concerning standards, expectations, or performance of work. The supervisor may investigate, identify, and comment on unacceptable or unsatisfactory acts or omissions and set a reasonable time in which to correct the problem. See also Article 18: Employee Evaluation and Records.

13:06 The Chair or Designated Authority of the employing Department shall be the sole Department authority responsible for issuing warnings, reprimands, or more serious disciplinary sanctions. The Chair may take into account, when setting a reasonable time for improvement, the discussions that have taken place between the supervisor and the employee on this matter.

ARTICLE 14: GRIEVANCE PROCEDURE

Definition

14:01

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

Hiring Grievances

14:01

- (b) Applicants for posted positions who are registered in the School of Graduate Studies of the University of Toronto and who have been previously employed in the bargaining unit shall have the right to file an individual grievance concerning hiring decisions, commencing at Step 1, in the event of a complaint of an improper hiring decision which resulted in the applicant not being selected for the position in dispute.

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

Statement of Grievance

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

Copy to Human Resources

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

Time Limits - Grievance Procedure

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

Complaint Stage (Optional)

14:06 If an employee has an employment-related complaint, the employee may, as soon as possible after the occurrence of the matter which is the subject of the complaint, request a meeting with employee's immediate supervisor in order to give the immediate supervisor an opportunity to adjust the complaint. If a resolution to the complaint is arrived at as a result of the meeting, the employee shall be allowed to request a statement of the resolution, in writing, from the supervisor. In the event that an employee requests such a statement in writing, the supervisor shall comply without undue delay. The parties agree that a written statement provided in response to such a request shall not be relied upon

or referred to by either party as having any precedential or interpretative value, and shall be considered to have been made on a "without prejudice" basis.

Individual Grievances

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

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

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

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

Group Grievance

14:08 A group grievance, which is defined as an alleged violation of this Agreement concerning two (2) or more employees employed in the same Department, follows the same procedure as the individual grievance procedure.

Policy Grievance

14:09 A policy grievance of the Employer, or a policy grievance of the Union which is distinguished from an individual employee's grievance or a group grievance, and which is defined as a difference arising between the Employer and the Union as to the interpretation or alleged violation of a specified provision or provisions of this Agreement affecting the Employer or the Union as such or as affecting the interests of members employed in more than one (1) Department, shall be reduced in writing, signed by the Chair (or the designated representative of the Chair) of the Union, or the Vice-President, Human Resources & Equity (or the designated representative of the Vice-President, Human Resources & Equity), as the case may be, and submitted to:

- a) for cases involving more than one (1) Department, all within a multi-Department Faculty or College, to the Designated Authority of the employee's Faculty or College;

- b) in all other cases, to the Vice-President, Human Resources & Equity (or the designated representative of the Vice-President, Human Resources & Equity);

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

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

Suspension or Discharge Grievance

- 14:10 In the case of an employee who has been suspended or discharged, the employee may submit a grievance, in writing, signed by the employee, at Step 2 of the Grievance Procedure (or at Step 3, if the employee is employed in a unitary Faculty or College), within five (5) working days after the employee's suspension or discharge. The Designated Authority at Step 2 (or Step 3 in the case of a unitary Faculty or College) shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer in writing within a further period of five (5) working days that it intends to proceed to Step 3 of the Grievance Procedure (or to arbitration pursuant to Article 15 of this Collective Agreement in the case of a unitary Faculty or College). The Vice-President, Human Resources & Equity (or the designated representative of the Vice-President, Human Resources & Equity) shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance at Step 3. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer, in writing, within a further period of fifteen (15) working days that it intends to proceed to arbitration pursuant to Article 15 of this Collective Agreement.

ARTICLE 15: ARBITRATION

- 15:01 If a grievance is not settled at Step 3, either party may notify the other within a further period of fifteen (15) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a statement of the issue in dispute, and a statement of the type of remedy sought by the party from an arbitrator.
- 15:02 The provisions of this article shall be based on the use of a single arbitrator, unless the provisions of Article 15:06 are specifically invoked.

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

****Additional name to be negotiated****

Martin Teplitsky
 Mary Ellen Cummings
 Deborah Leighton
 Russell Goodfellow
 William Kaplan

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

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

- 15:03 An arbitrator shall not have the authority to make any decision which is inconsistent with the terms of the Agreement nor to add to or amend any of the terms of the Agreement. The jurisdiction of the arbitrator shall be confined to the issue in dispute. The decision of the arbitrator shall be final and binding upon the parties.
- 15:04 In the event that an arbitrator deals with a matter relating to discharge, suspension or disciplinary action, then the arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award he/she may deem just and reasonable which would be consistent with the terms of the Agreement.
- 15:05 The parties shall jointly and equally bear the fees and expenses of the arbitrator.
- 15:06 Either party may request the establishment of a board of arbitration in respect of any grievance submitted for arbitration. In such a case, the parties shall each appoint a nominee to the board of arbitration and the chairperson of the board of arbitration will be one of the arbitrators set out in Article 15:02 above or such other chairperson as the two nominees appointed by the parties otherwise agree. Each party shall bear the fees and expenses of its own nominee to an arbitration board, and the parties shall jointly and equally bear the fees and expenses of the Chairperson. The provisions of Articles 15:01, 15:03, 15:04, 15:07, and 15:08 apply to a board of arbitration. The decision shall be unanimous or one reached by the majority of the members of the board; provided, however, that if there is no majority decision of the board then the decision of the Chairperson shall constitute the final and binding decision of the board.
- 15:07 Saturdays, Sundays and University holidays will not be counted in determining the time within which action is to be taken or completed under the Grievance Procedure.
- 15:08 Time limits set forth in this article may be extended by mutual agreement in writing between the parties hereto.

ARTICLE 16: APPOINTMENTS

Job Posting

16:01

- (a) Where possible, Departments shall announce in the winter session positions to be filled in the summer and fall terms, and in the fall term positions to be filled in the spring term. Notices of vacancies shall be posted on the Union (Article 25:02) bulletin boards and such other locations as are deemed appropriate. Such notices shall remain posted for at least twenty (20) working days before such positions may be filled; however, in the event that a position becomes vacant unexpectedly (examples include, but are not limited to, an unanticipated change in course enrolment or funding; or as a result of circumstances in which the person originally selected elects not to take up the position, or is subsequently unable to fulfill the position because of illness, incapacity, death or resignation), such position may be filled after posting for fewer than twenty (20) working days, but not fewer than two (2) working days.

Each job posting shall include:

- 1) the title and number of courses where positions are expected to be available;
- 2) an estimate of the number of positions available;
- 3) an estimate of the course enrolment;
- 4) hours of work;
- 5) dates of appointment;
- 6) for Course Instructor positions, an estimate of the TA support
- 7) salary;
- 8) any qualifications required;
- 9) the application procedure including the closing date for applications;
- 10) a brief description of the duties;
- 11) an announcement that the Department's hiring policy is available in the Department office and at the CUPE, Local 3902 office; and shall be posted in the form attached as Appendix C or equivalent.

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

- (b) A sole responsibility instructor position (see definitions - Article 27:08) may be posted to the bargaining unit or not at the sole discretion of the hiring Department, but no member of the bargaining unit shall be appointed to such a position except by the School of Continuing Studies, unless the position has been posted to the bargaining unit.
- (c) A copy of each posting shall be forwarded to the Union office within three (3) working days of its being posted. When postings are made in an electronic form (e.g., by e-mail, newsgroup, or on a web-site), notice of the posting (or the posting itself if the posting be sent by e-mail) shall be sent by electronic mail to the Union. When an emergency posting is made, the Union shall receive a copy without undue delay.

Departmental Hiring Policies

16:02

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

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

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

Hiring Criteria

16:03

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

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

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

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

Hiring Criteria – Assistant Invigilators

16:03

- (b) The Employer may employ assistant invigilators to help faculty and/or bargaining unit members assigned to the course in conducting tests and examinations for high-enrolment courses where there are not enough bargaining unit members assigned to the course available to fulfill the duties.

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

Save this article, only the following articles apply to this group of employees: Article 3:01, Reservation of Management Rights; Article 4, No Discrimination; Article 13, Progressive Discipline; Article 14, Grievance Procedure; Article 15, Arbitration; Article 24, Salaries.

Notice of Appointment

- 16:04 All applicants shall be advised in writing of the outcome of their applications at the earliest possible date. Where a position which has been offered is withdrawn before the offer has been accepted, the Department shall endeavour to offer a position of an equivalent or greater number of hours to the affected applicant.

Subsequent Appointments

- 16:05 Definition: for the purpose of interpreting this article, an “appointment” consists of all hours of work an employee is employed to fulfill in the employing Department in an academic session.
- (1.a) For Departments offering courses on a term or sessional basis, the first appointment extended to a Ph.D. student enrolled in the School of Graduate Studies of the University of Toronto shall consist of an initial appointment not to exceed one (1) academic session in length and, in subsequent academic sessions, second, third, and fourth appointments which shall also not exceed one (1) academic session in length.
 - (1.b) For Departments offering courses on a term or sessional basis, the first appointment extended to an SGS II Masters student (full-time students enrolled in the third or greater year of a Masters’ program are eligible to receive the SGS II rate of pay) enrolled in the School of Graduate Studies of the University of Toronto shall consist of an initial appointment not to exceed one (1) academic session in length and, in a subsequent academic session, a second appointment which shall also not exceed one (1) academic session in length. Part-time students shall be considered SGS II students only once they have completed the equivalent of two (2) full-time years of study.
 - (1.c) Where an employee is employed in more than one (1) Department, only the employing Department in which the employee had the greater(est) number of hours shall be required to provide a second, third, and/or fourth appointment.
 - (1.d) Employees who transfer from a Masters’ to a Ph.D program during the term of their appointment will be treated as Masters students for the purposes of Article 16:05.
 - (2) ***Timing of the Subsequent Appointment(s):*** Where an employee’s first appointment is in a Winter academic session, the employee’s subsequent appointments shall normally occur in consecutive Winter sessions immediately subsequent to the academic session in which the employee was employed on his/her initial appointment. Where an employee’s first appointment is in a Summer academic session, the employee’s subsequent appointments shall normally be in consecutive Summer academic sessions immediately subsequent to the academic session in which the employee was employed on his/her initial appointment. Variation in the consecutive nature of the academic sessions in which an employee is appointed to subsequent appointments (i.e., delaying an appointment to a non-consecutive academic session) shall be determined by the employing Department in consultation with the employee.
 - (3) ***Nature of the Subsequent Appointment(s):*** Shall be determined by the employing Department and conveyed to the employee as soon as possible.
 - (4) ***Allocation of Hours of the Subsequent Appointment(s):*** Shall be at least equal to the total number of hours of the initial appointment within the hiring Department in which the employee had the larger(est) appointment; additional hours, if any, worked in any other Department are not included in determining the minimum obligation for hours of subsequent appointment(s).
 - (5) ***Notice of the Subsequent Appointment(s):*** No later than April 30th for the Winter session, or January 15th for the Summer session, the employing Department shall request, in writing, confirmation of the employee’s intention to take up the second, third, or fourth appointment in that session. The employee’s written response must be received by the employing Department within twenty (20) working days of the date of the Department’s request.

- (6) ***Cancellation of the Subsequent Appointment(s):*** Where a subsequent appointment is cancelled for any reason, including unsatisfactory performance of duties in a previous appointment, the affected individual may file a grievance under Article 14:07 within forty (40) working days of receipt of notice that the appointment is cancelled. All correspondence flowing from this Article shall be transmitted by hand or by registered mail.
- (7) The provisions of Article 16:01 and 16:03 shall not apply to the second, third, or fourth subsequent appointment.
- (8) ***Exemption:*** No subsequent appointment is owed to an individual should he or she withdraw from, transfer from, or otherwise cease his or her program of graduate studies at the University of Toronto. If an individual registered in the hiring Department transfers his or her registration to another graduate Department of the University of Toronto, the obligation to provide any remaining subsequent appointments under this article shall be moved from the hiring Department and assumed by the new Department of registration.
- (9) ***Exemption:*** Where an employee has been appointed to teach under this Collective Agreement a course regularly taught by a faculty member who will not teach the course during that session, Article 16:05(1) will not be applicable. Such an appointment shall not be counted as a subsequent appointment.
- (10) ***Exemption: The School of Continuing Studies:*** No obligation to provide (a) subsequent appointment(s) shall arise from any appointment at the School of Continuing Studies.
- (11) ***Exemption:*** No third subsequent appointment is owed to a graduate student registered in the sixth or later year of a Ph.D programme unless the holding of that appointment in the 6th or later year arises out of (a) deferral(s) of subsequent appointments as provided for otherwise in this Article.
- (12) None of the above constitutes any kind of a limit on the number of appointments to which a graduate student may be appointed.

Hours of Work

16:06 A regular position is one that requires an average of ten (10) hours of work per week for a total of 280 hours of work per academic session. Work loads equivalent to those of a regular position may be compressed into a shorter time period in accordance with the needs of individual Departments and after consultation with the employee involved. Workloads less than those of a regular position, either in terms of hours per week, or in terms of total hours per academic session, may be arranged and will be paid for on an hourly basis.

Job Descriptions

16:07

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

Department in that term, which the employees have initialled to confirm receipt of their job descriptions. The list shall include the course number and the number of hours assigned to each employee.

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

- (c) In the case of Course Instructors, there shall be no assignment of hours to duties.

Duties

16:08

- (a) All duties assigned to an employee shall be listed on the Description of Duties and Allocation of Hours form found in Appendix A and shall be included in the calculation of required hours. These duties shall include, for example, but are not limited to: preparation for classes, preparation of written or audio-visual materials, designing and maintaining course websites, attending lectures, teaching, leading discussions and supervising laboratories, rating students' work, holding office hours, consulting with students (including electronic consultation), writing and grading tests, examinations and lab sets, grading essays and term papers, setting up experiments, conducting field trips, and conferring with the supervisor in charge, as required by the employee's teaching duties.

Duties - Chief Presiding Officer

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

Duties - Invigilator, Services to Persons with a Disability

- (c) Duties of the Invigilators, Services to Persons with a Disability, shall include responsibility for the security, confidentiality, administration, and supervision of tests and examinations taken by persons who write under the supervision of the Office of Special Services for Persons with a Disability.

Duties – Assistant Invigilators

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

Alterations During the Term of Employment

- 16:09 During the term of employment, the supervisor shall have the right to reallocate time applied to the duties and substitute or revise duties without changing the total number of hours or significantly altering the nature of the duties. With the express written agreement of the employee, the Chair or Designated Authority may increase the total number of hours of work as set out on his/her job description. Before implementing such changes, the supervisor shall discuss the changes and the

reasons therefor with the employee, and shall provide the employee with a copy of his/her revised job description.

Review of Assigned Hours

- 16:10 It is agreed that the employee and the employee's supervisor have a mutual responsibility to ensure that the total hours of work as set out in the employee's job description are not exceeded. This section does not apply to Course Instructors.

The supervisor shall be responsible for scheduling a meeting with employees at least once per appointment, individually or as a group, at or around the mid-point of their appointments, for the purpose of conducting a review of each employee's job description, and ensuring that employees' hours of work as set out in their job descriptions continue to be appropriate. For Winter Session courses, this mid-course meeting shall be held no later than November 15th for "F" courses, January 31st for "Y" courses, and March 1st for "S" courses. For Summer Session courses, the meeting shall be held no later than May 31st for May-June courses, July 31st for July-August courses, and July 1st for May-August courses. Following this meeting, the supervisor, with approval of the Chair, shall inform the employee of any revisions to the employee's Description of Duties and Allocation of Hours form, and shall give a copy to the employee.

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

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

Workload Review

16:11

- (a) Where an employee has any reason to believe that he/she may be unable to perform the duties specified in the job description within the hours specified thereon (either the total hours or the hours applicable to a section thereof), the employee shall deliver a Workload Review Form (Appendix B) to the employee's supervisor without delay. A discussion is encouraged, but in any event, the supervisor shall respond within five (5) working days of receipt of the form by returning the form to the employee. The supervisor shall meet with the employee within an additional five (5) working days to discuss the supervisor's response. If no agreement can be reached, the employee may file an individual grievance commencing at Step 1 of the Grievance Procedure (Article 14). In the event the grievance is not settled and proceeds to arbitration, the arbitration board or sole arbitrator may award payment for additional hours worked, provided, however, that no such payment may be awarded where the additional hours resulted from the employee's choice of approach to the employee's duties, and/or where the additional hours were worked prior to the employee's delivery of the Workload Review Form to the employee's supervisor.
- (b) Section 16:11(a) does not apply to Course Instructors. Nevertheless, a Course Instructor who feels that the workload in the course exceeds that of a comparable course in the same Department (or exceeds four hundred and sixty (460) hours for a full course, or two hundred and thirty (230) hours for a half course) shall raise this matter with his/her supervisor without undue delay. The supervisor shall discuss this matter with the Course Instructor and attempt to reach agreement on workload issues.

No Layoffs

- 16:12 During the course of employment, no employee shall suffer a reduction of hours worked during the term of the employee's appointment, unless such layoff or reduction comes as a result of conditions beyond the control of the Employer. In case of such a layoff or reduction the Employer shall endeavour to offer a position of an equivalent or greater number of hours to the affected employee.

ARTICLE 17: TRAINING

Employment Training

17:01

- (a) The first appointment of an employee shall include mandatory participation in a training program of a minimum of two (2) hours as established by the Department; employees required to supervise students in a laboratory setting shall receive safety training appropriate to ensuring the safe operation of a laboratory of students. Teaching assistants shall be paid for participation in such training in accordance with Article 24:01 (Salaries).
- (b) Where teaching assistants holding a second or later subsequent appointment are required to participate in training programs established by the Department, they shall be paid for their participation in accordance with Article 24:01 (Salaries). Teaching assistants holding a second or later subsequent appointment of at least seventy (70) hours may, during the course of each such appointment or immediately prior to commencing such an appointment, identify up to two (2) hours of training relevant to their current assignments, and submit a request for training to their supervisors, describing the nature of the training sought. If approved, such teaching assistants may attend and be paid for attending such training. The supervisor may request proof of attendance at the training session in order to authorize payment.
- (c) At any employee training or orientation program organized by a Department or group of Departments, in which teaching assistants are required to participate, the Department Steward or other Union Representative shall be entitled to attend, and will have the right to speak to the employees for a period of fifteen (15) minutes. The Steward or other Union Representative shall not be paid for attendance. The Department will notify the Union at least forty-eight (48) hours in advance of the session.

Teaching Assistant Training Programme

- 17:02 The purpose of the University's Teaching Assistant Training Programme for members of this bargaining unit is to enhance the quality of education of undergraduates who are served by members of the bargaining unit. The programme is staffed by experienced teaching assistants who provide guidance, advice, coaching, consultation, and training, mainly on an individual basis, to teaching assistants as aids in carrying out their assigned duties. The services of the programme are intended to supplement rather than replace training programmes required by and offered through hiring Departments. Persons employed with the Teaching Assistant Training Programme may, if requested, provide advice to Departments in establishing or modifying their existing training and orientation programmes. The Employer shall from time to time name a Designated Authority responsible for this programme and communicate this appointment to the Union.
- 17:03 Bargaining unit members who seek assistance from the Teaching Assistant Training Programme do so on a voluntary (unpaid) basis. However, Departments that require employees to seek assistance from the Teaching Assistant Training Programme shall specify the requirement, including the number of hours, in writing, and shall allocate such hours as paid time. Employees may use the programme in order to seek additional training as per Article 17:01(b).
- 17:04 The Teaching Assistant Training Programme shall be staffed by at least four (4) members of the bargaining unit (designated teaching fellows) for Winter sessions, each holding an appointment of two hundred and eighty (280) hours, as required, to fulfill programme needs as determined by the Designated Authority of the programme. If the programme requires work from the teaching fellows in the Summer session, in order to prepare for the Winter session, the Designated Authority shall have the right to assign additional hours to an existing or prospective teaching fellow.

ARTICLE 18: EMPLOYEE EVALUATION AND RECORDS

- 18:01 The Employer and the Union agree that the purposes of performance evaluations are to improve the quality of the employee's work by assisting the employee to develop his/her skills, to provide the employee with feedback on his/her performance and to provide a written record of that performance.
- 18:02 A Department may evaluate each employee's work performance in writing at least once per period of appointment using methods appropriate to that Department.

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

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

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

A second (follow-up) evaluation may be requested by the employee to take place before the end of the appointment. Where the first evaluation indicates an overall rating of unsatisfactory, a second evaluation is mandatory.

Unsatisfactory Performance

- 18:03 In the event that a supervisor forms the opinion that an employee's performance is unsatisfactory, the supervisor shall prepare a written evaluation as prescribed in Article 18:02 without undue delay, for discussion with and comment by the employee.

Student Evaluations

- 18:04 Student evaluations, whether conducted by the Department or by a student organization or by any other means, shall not be admissible as the sole evidence of unsatisfactory performance in either the discipline procedure or in arbitration. Departments may make use of student evaluations as an element in the Department's method for assessing work performance.
- 18:05 A performance evaluation shall not be the subject of a grievance except in the event of an allegation or complaint of discrimination as defined in Article 4:01.

Employment File

- 18:06 An employment file shall be maintained within each Department for each employee employed within it, which shall be separate from the employee's academic record. The employment file shall contain only those documents bearing the employee's signature, acknowledging receipt only, and relating to the employee's employment.
- 18:07 An employee's file shall be available within the Department for use in making decisions relating to employment by the Employer but no documents contained therein shall be released physically or orally outside the Department without the employee's prior consent in writing.

- 18:08 An employee who applies for a position in a Department other than that of previous employment shall be deemed to have given prior consent to the release of the employee's employment file to the Department to which application has been made, and to its transfer to that Department should employment be accepted in it.
- 18:09 An employee, or former employee within two (2) years from the termination of last employment or from last enrolment in the University, whichever is later, may inspect the employee's, or former employee's, employment file on request. The Employer shall provide the employee, or former employee, copies of any document contained in the employment file upon request. Examination of the employment file may be made after the employee or former employee gives notice of the desire to do so, and under the conditions which the Department deems appropriate to ensure the security of the file. An employee or former employee shall have the right to respond in writing to any document contained therein. Such reply shall be included in the employment file.

ARTICLE 19: LEAVES OF ABSENCE

Short Term Leave

19:01

- (a) With the approval of the supervisor(s) concerned, an employee may arrange to exchange duties, or for another employee or faculty member to substitute for him/her for periods not to exceed one week at a time. Permission for such exchanges or substitutions shall be requested as far in advance as possible and shall not be unreasonably withheld.
- (b) Where an employing Department arranges for the substitution of duties for any employee taking any of the leaves provided for by this Article, so long as such leave is of less than two calendar months' duration, the provisions of Articles 16:01 (Job Posting), 16:04 (Notice of Appointment), 16:07 (Job Descriptions), and 16:12 (No Layoffs) shall not apply.

Union Conventions and Seminars

- 19:02 Subject to approval of the supervisor(s) and upon written request at least five (5) working days in advance, leave of absence without pay shall be granted to not more than ten (10) employees at any one time, who may be elected or selected by the Union to attend any authorized labour convention or educational seminar. Such leave of absence is to be confined to the actual duration of the convention or educational seminar and the necessary travelling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

Academic Conference Leave

- 19:03 An employee who has been invited to deliver a paper, present research findings, chair a session, or serve as a discussant at an academic conference may utilize the provisions of Article 19:01 (Short Term Leave) for the time necessary to travel to and from the conference, and discharge his/her obligations. In seeking the approval of the supervisor for such leave, the employee shall request the leave as far as possible in advance of the time the leave would be taken. If the employee is unable to find an acceptable substitute for him/herself as required under Article 19:01, the employee may request to reschedule contact hours in order to be absent from the workplace for the period of leave requested. If this is not possible, the employee may request a leave without pay.

Absence from Work for Union Business

Negotiations

19:04 The Union shall advise the Employer in writing of all members of the Union bargaining committee. Where a member of the Union bargaining committee encounters an unavoidable conflict between any scheduled contact hours arising from appointment as an employee and attendance at a scheduled negotiation meeting with the Employer, the member of the Union bargaining committee shall be entitled to attend the negotiation meeting without loss of pay. The affected member shall provide his/her supervisor with as much advance notice as possible, and shall endeavour to utilize the provisions of Article 19:01 wherever feasible.

Grievances

19:05 Where attendance at a grievance meeting or an arbitration hearing unavoidably conflicts with any scheduled contact hours arising from appointment as an employee, those Union Stewards, Officers, grievors and witnesses whose presence is required shall be entitled to attend without loss of pay. The affected member shall provide his/her supervisor with as much advance notice as possible, and shall endeavour to utilize the provisions of Article 19:01 wherever feasible.

19:06 Wherever possible an employee entitled to leave under Articles 19:04 and 19:05 shall provide two (2) working days' notice of the employee's anticipated absence to the employee's supervisor.

Union Leave

19:07 An employee who is appointed, selected or elected to work for the Union (including the CUPE National and/or any labour bodies to which the Union is affiliated) shall at the written request of the Union receive a temporary leave of absence for a period not to exceed eight (8) months, or the term of office, whichever is shorter. Employees on such leaves of absence will continue to be paid by the Employer, but the Union shall reimburse the Employer for such wages and benefit payments upon receipt of a statement of the amount owing. The provisions of Article 16:01 (Job Posting), 16:04 (Notice of Appointment), 16:05 (Subsequent Appointments), 16:07 (Job Descriptions), and 16:12 (No Layoffs) shall not apply to replacements arranged by the Employer resulting from employee absences because of union leave.

19:08 Wherever possible an employee entitled to leave under Article 19:07 shall provide one (1) month's notice of the employee's anticipated absence to the employee's supervisor. Union leave shall not be granted to more than ten (10) employees at any one time.

Pregnancy Leave

19:09

(a) A pregnant employee shall be granted a pregnancy leave of absence of up to seventeen (17) weeks upon written request submitted at least two (2) weeks in advance stating that she is pregnant and the probable date of delivery. Where the Department requests a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynaecologist, midwife) confirming this information, such certificate shall be provided without undue delay. The employee and the employing Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of a leave may not extend beyond the ending date of the employee's appointment. Leaves of two (2) months or less shall not result in an interruption of regular monthly installments. Leaves longer than two (2) months shall be without pay for the period which exceeds the first two (2) months of such leave. An employee may return to work within the original period of appointment upon giving two (2) weeks' notice in writing of her intention to do so or upon confirming her previous arrangement for return. The employee shall be reinstated to her position or shall be

provided with alternative work of a comparable nature at the same rate of pay for the remainder of her appointment.

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

Parental Leave

- 19:10 An employee who has been appointed for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay 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 without pay of up to thirty-seven (37) weeks. Application for such leave shall be submitted in writing to the Designated Authority of the employing Department at least two (2) weeks in advance, indicating the date on which the leave is to begin. Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care, and control of a parent for the first time. Parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care, and control of a parent for the first time.

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

The employee and the employing Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of the leave may not extend beyond the ending date of the employee's appointment. Upon completion of the leave, the employee shall be reinstated to his/her position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of his/her appointment.

Bereavement Leave

- 19:11 In the event of a death in the immediate family, an employee who holds a position which involves contact hours shall be entitled, upon request in advance, if possible, to up to three (3) consecutive days leave from scheduled contact hours per session without loss of pay. If extensive travel is required, the employee may be permitted up to five (5) consecutive days leave from scheduled contact hours per session without loss of pay. The provisions of Articles 16:01, 16:04, 16:07, and 16:12 shall not apply to replacements arranged by the Employer resulting from employee absences because of a death in the immediate family.

Compassionate Leave

- 19:12 Upon request, an employee shall be granted leave without pay of up to one (1) week to attend to an ill relative, spouse, or close associate, at the employee's request.

Jury Duty Leave

- 19:13 Upon written request, supported by a copy of his/her summons, an employee shall be granted leave at full salary to appear for, sit for, or serve jury duty, or Crown witness service, provided that upon return to work he/she shall provide his/her Supervisor with written confirmation of the date(s) and time(s) on which he/she appeared and/or served, signed by an appropriate official of the Court.

Sick Leave

19:14 Employees who have an appointment or appointments totalling two hundred and forty (240) hours or more in an academic session shall be granted up to three (3) days of paid sick leave at the regular rate of pay. Employees who have an appointment or appointments totalling one hundred and forty (140) hours or more in an academic session shall be granted up to two (2) days of paid sick leave at the regular rate of pay. Employees who have an appointment or appointments totalling fifty (50) hours or more in an academic session shall be granted up to one (1) day of paid sick leave at the regular rate of pay. No additional absence or absences due to medical reasons shall be with pay. Sick leave shall apply only to regularly scheduled classroom/ laboratory contact hours. Notwithstanding the foregoing, in the event that an employee is expected to mark and/or grade during a period of sickness, every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading after his/her sickness. To qualify for sick leave the employee must notify his/her supervisor and the Chair or Designated Authority as to the expected duration of the illness/injury. Sick leave credits shall not accumulate from one appointment to another. Employees may be required to provide a physician's certificate, at the Employer's expense, upon return to work. All certifications by medical practitioners respecting sickness or injury shall be confidential.

ARTICLE 20: HOLIDAYS

20:01 No employee shall be required to perform any duties on any of the following holidays:

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

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

ARTICLE 21: CANCELLATION OF HOURS

21:01 Where an employee's working hours are scheduled on a day-to-day or week-to-week basis, he/she shall be paid for the full amount of any scheduled contact hours cancelled with fewer than twenty-four (24) hours' notice, and for half the amount of any scheduled contact hours cancelled with fewer than five (5) working days' notice. For the purpose of this clause, where the means of "notice" to the employee is to leave a message on his/her answering machine, the hours between 9:00 a.m. and 5:00 p.m. of the day on which the message is left shall not count as part of the twenty-four (24) hours.

ARTICLE 22: DENTAL REBATE PLAN

22:01 Effective the date of ratification the Employer shall provide a Dental Reimbursement Program to reimburse the dental expenses of eligible employees and their eligible dependents according to the following provisions:

Eligibility:

- Eligible employee means a employee who has an appointment of fifty (50) hours or more during the Academic Year (September 1 to the following August 31) or a Course Instructor.

- Spouse shall be defined as the legal married spouse of an eligible employee or a person of either sex with whom the employee has cohabited for at least twelve (12) consecutive months and has publicly been represented as the employee's spouse during this period. If the spouse is also an eligible employee or has other dental coverage (other than a student plan), then the spouse will not be eligible for reimbursement under this provision.
- Dependent Child shall be defined as the natural, legally adopted, step or foster child of the employee or spouse, who is unmarried, not engaged in active employment and is dependent on the employee or his/her spouse for financial support, and who is less than twenty-one (21) years of age at the start of the Academic Year for which the dental expense is incurred. A dependent child can only receive reimbursement under one (1) employee, and the standard insurance practice rules will apply in that the spouse whose birthday occurs earlier in the calendar year shall submit the claim.

The maximum reimbursement level for each eligible employee, Spouse and Dependent Child for the Academic Year shall be set at:

Employee - \$500
 Spouse - \$500
 Child - \$400

The total spending limit for all reimbursements in each Academic Year shall be:

\$650,000 in 2005/06
 \$775,000 in 2006/07
 \$775,000 in 2007/08

Once claims paid have reached the maximum spending limit for the Academic Year, no additional claims shall be reimbursed for that Academic Year. Should funds be underspent in any given year, the excess amount shall be carried forward.

Reimbursement under this provision shall be by direct deposit to the employees bank account, and all dental service being claimed must be performed within the academic year in which the employee is eligible for coverage. All claims must be submitted within thirty (30) days of the end of the Academic Year in which the service was provided, using the appropriate form for reimbursement. Where a claim is being made for services provided to spouse or dependent, the form shall include a declaration of the relationship of the person to the employee claiming reimbursement.

ARTICLE 23: HEALTH CARE SPENDING ACCOUNT

23:01 Effective September 1, 2006, the Employer shall provide a Health Care Spending Account (HCSA) for eligible employees and their eligible dependents according to the following provisions:

Eligibility:

- Eligible employee means an employee who has an appointment of fifty (50) hours or more during the Academic Year (September 1 to the following August 31) or a Course Instructor.
- Spouse shall be defined as the legal married spouse of an eligible employee or a person of either sex with whom the employee has cohabited for at least twelve (12) consecutive months and has publicly been represented as the employee's spouse during this period. If the spouse is also an eligible employee or has other benefit plan coverage (other than a student plan), then the spouse will not be eligible for the Health Care Spending Account

- Dependent Child shall be defined as the natural, legally adopted, step or foster child of the employee or spouse, who is unmarried, not engaged in active employment and is dependent on the employee or spouse for financial support, and who is less than twenty-one (21) years of age at the start of the Academic Year. A dependent child can only submit claims under one (1) employee and the standard insurance practice rules will apply in that the spouse whose birthday occurs earlier in the calendar year shall submit the claim.

Enrollment:

The HCSA shall be administered by an external provider selected by the Employer. To be eligible for coverage under the HCSA, an eligible spouse or dependent child must be enrolled by the employee using a form provided by the Employer.

Employee's who are eligible for the HCSA shall be enrolled automatically.

The HCSA shall have the following features:

- It may be used for eligible expenses (which are those considered eligible expenses under the Income Tax Act, such as crutches, prescription eyewear, prescription drugs, some OTC medications, physiotherapy or RMT, chiropractic treatments, cost of private health care premiums). Original receipts must accompany all claims for reimbursement.
- Eligible expenses must be incurred on or after the date of the employee's HCSA allocation, and on or before the end of the Academic Year for which the allocation is made; eligible claims may be submitted not later than sixty (60) days beyond the end of the plan year. Any unallocated amount remaining after this period will be forfeited. Amounts allocated are not transferable between the employee and their spouse or eligible dependants.
- The reimbursements are not taxable under current Income Tax Act rules.

Once allocated for the Academic Year, funds in a HCSA may be accessed within the specified time frame whether or not the employee is actively employed by the Employer, so long as the employee has worked at least fifty (50) hours in the Academic Year.

The allocation level to the Health Care Spending Account for each eligible employee, spouse and dependent child for the Academic Year shall be set at:

September 1, 2006 – August 31, 2007:

Employee - \$150
Spouse - \$150
Child - \$150

September 1, 2007 – August 31, 2008:

Employee - \$300
Spouse - \$300
Child - \$300

ARTICLE 24: SALARIES

24:01 **Effective September 1, 2005**, the salary for all employees holding regular appointments shall be as follows:

- a) Undergraduates (UG) - \$7,642.60 per session (\$27.30 per hour).

- b) Graduate Students who have not completed at least two (2) years of full-time graduate study and who do not have a Master's degree (or the equivalent) in the discipline or students in a second-entry program (i.e., who already have a Bachelor's degree) (SGS I) - \$8,920.47 per session (\$31.86 per hour).
- c) Graduate Students in a doctoral program or those who have completed at least two (2) years of full-time graduate study or who have a Master's degree (or the equivalent) in the discipline (SGS II), and Post Doctoral Fellows (PDF) - \$9,592.18 per session (\$34.26 per hour).
- d) Course Instructor -- \$11,250.00 for a full ("Y") course (including vacation pay).
- e) Chief Presiding Officers (as defined) - \$22.57 per hour.
- f) Assistant Invigilators (see Article 16:03(b)) - \$18.49 per hour.
- g) Invigilators, Services to Persons with a Disability - \$27.30 per hour (Effective May 1, 2006).

Effective September 1, 2006, the salary for all employees holding regular appointments shall be as follows:

- a) Undergraduates (UG) - \$7,833.67 per session (\$27.98 per hour).
- b) Graduate Students who have not completed at least two (2) years of full-time graduate study and who do not have a Master's degree (or the equivalent) in the discipline or students in a second-entry program (i.e., who already have a Bachelor's degree) (SGS I) - \$9,417.79 per session (\$33.63 per hour).
- c) Graduate Students in a doctoral program or those who have completed at least two (2) years of full-time graduate study or who have a Master's degree (or the equivalent) in the discipline (SGS II), and Post Doctoral Fellows (PDF) - \$9,831.99 per session (\$35.11 per hour).
- d) Course Instructor – * Tied to 3902 Unit 3 Sessional Lecturer I rate less \$250 (renewal Unit 3 agreement to be negotiated) (including vacation pay).
- e) Chief Presiding Officers (as defined) - \$23.13 per hour.
- f) Assistant Invigilators (see Article 16:03(b)) - \$18.95 per hour.
- g) Invigilators, Services to Persons with a Disability - \$27.98 per hour

Effective January 1, 2007, the salary for all employees holding regular appointments shall be as follows:

- a) Undergraduates (UG) - \$7,872.83 per session (\$28.12 per hour).
- b) Graduate Students who have not completed at least two (2) years of full-time graduate study and who do not have a Master's degree (or the equivalent) in the discipline or students in a second-entry program (i.e., who already have a Bachelor's degree) (SGS I) - \$9,464.88 per session (\$33.80 per hour).
- c) Graduate Students in a doctoral program or those who have completed at least two (2) years of full-time graduate study or who have a Master's degree (or the equivalent) in the discipline (SGS II), and Post Doctoral Fellows (PDF) - \$9,881.15 per session (\$35.29 per hour).
- d) Course Instructor -- * Tied to 3902 Unit 3 Sessional Lecturer I rate less \$250 (renewal Unit 3 agreement to be negotiated) (including vacation pay).

- e) Chief Presiding Officers (as defined) - \$23.25 per hour.
- f) Assistant Invigilators (see Article 16:03(b)) - \$19.05 per hour.
- g) Invigilators, Services to Persons with a Disability - \$28.12 per hour

Effective September 1, 2007, the salary for all employees holding regular appointments shall be as follows:

- a) Undergraduates (UG) - \$8,069.65 per session (\$28.82 per hour).
- b) Graduate Students who have not completed at least two (2) years of full-time graduate study and who do not have a Master's degree (or the equivalent) in the discipline or students in a second-entry program (i.e., who already have a Bachelor's degree) (SGS I) - \$10,128.18 per session (\$36.17 per hour).
- c) Graduate Students in a doctoral program or those who have completed at least two (2) years of full-time graduate study or who have a Master's degree (or the equivalent) in the discipline (SGS II), and Post Doctoral Fellows (PDF) - \$10,128.18 per session (\$36.17 per hour).
- d) Course Instructor -- * Tied to 3902 Unit 3 Sessional Lecture I rate less \$250 (renewal Unit 3 agreement to be negotiated (including vacation pay).
- e) Chief Presiding Officers (as defined) - \$23.83 per hour.
- f) Assistant Invigilators (see Article 16:03(b)) - \$19.52 per hour.
- g) Invigilators, Services to Persons with a Disability - \$28.83 per hour.

Effective January 1, 2008, the salary for all employees holding regular appointments shall be as follows:

- a) Undergraduates (UG) - \$8,110.00 per session (\$28.96 per hour).
- b) Graduate Students who have not completed at least two (2) years of full-time graduate study and who do not have a Master's degree (or the equivalent) in the discipline or students in a second-entry program (i.e., who already have a Bachelor's degree) (SGS I) - \$10,178.82 per session (\$36.35 per hour).
- c) Graduate Students in a doctoral program or those who have completed at least two (2) years of full-time graduate study or who have a Master's degree (or the equivalent) in the discipline (SGS II), and Post Doctoral Fellows (PDF) - \$10,178.82 per session (\$36.35 per hour).
- d) Course Instructor -- * Tied to 3902 Unit 3 Sessional Lecture I rate less \$250 (renewal Unit 3 agreement to be negotiated (including vacation pay).
- e) Chief Presiding Officers (as defined) - \$23.95 per hour.
- f) Assistant Invigilators (see Article 16:03(b)) - \$19.62 per hour.
- g) Invigilators, Services to Persons with a Disability - \$28.97 per hour.

24:02 Graduate students who transfer from a Master's to a Ph.D program during the term of their appointment shall be paid at the SGS II rate beginning the date the transfer takes effect.

- 24:03 Employees appointed to positions in the School of Continuing Studies shall be paid as per Article 24:01 above, or at the "community" rate set by the School, whichever is higher. The Union shall be informed of the names and pay rates of all members being paid the "community" rate within fifteen (15) working days of the date on which the member is offered the position. In addition, members being paid the "community" rate shall have their hours for EI purposes calculated as per the Letter of Intent concerning instructors.
- 24:04 No employee shall suffer a reduction in pay as a result of this Agreement.
- 24:05 In addition to the above rates, all employees (excluding Course Instructors) shall be entitled to an additional 4% of salary as vacation pay.
- 24:06 A regular appointment shall be for one academic session. Fractional appointments shall be paid on an hourly basis (See Articles 16:03, 16:06).
- 24:07 Salaries will be paid in equal monthly instalments over the period of the appointment of the employee. By prior arrangement mutually acceptable to the Employer and the employee, payments may be made in equal monthly instalments over a time period greater than the period of appointment. With each payment each employee shall be provided with a statement of all deductions therefrom.
- 24:08 Vacation pay shall be paid on a monthly basis.
- 24:09 The parties agree that once an offer of work has been made to and accepted by an employee, there shall be no reduction in the hours of work for that appointment, nor a reduction in monies from other sources, as a result of the employee's obtaining additional work elsewhere. When the additional work continues to be offered to the employee in subsequent years and is work covered by this bargaining unit, and is in a department other than the employee's department of registration (which is the Department responsible for the employee's funding package), the parties agree that these protections will continue into the future.
- 24:10 The parties agree that any increase in the wage rates negotiated by the parties shall not be offset by monies from other sources in subsequent sessions, all other things being equal.
- 24:11 The parties agree that any increase in the wage rates negotiated by the parties shall represent an increase in the total earnings of an employee for that session.
- 24:12 The parties agree that any person employed by Accessibility Services as an Invigilator as of the date of ratification, whose rate of pay exceeds \$27.30 per hour, shall continue to receive that higher rate of pay as long as he/she continues to be so employed.

ARTICLE 25: GENERAL

- 25:01 The Employer recognizes the need for the Union local to have a central location for files and normal office equipment for the purpose of conducting business with the University. Accordingly, office space will be provided rent free to the Canadian Union of Public Employees, Local 3902, in accordance with the following conditions:
- a) This privilege may be withdrawn if the local Union uses or allows the office space to be used for purposes other than set out in this Article of the Collective Agreement.
 - b) The Union will occupy the space in a manner consistent with the rules and regulations in the lease between the Landlord and the University of Toronto.
 - c) The space allocation is subject to change if it is required by the Employer. In this event, alternate accommodation will be found. Unless a situation arises which is beyond the control of the

Employer, the Employer will give no fewer than three (3) calendar months' notice that the Union will be required to change offices.

- d) The Employer will provide cleaning service and campus mail service at no cost to the Union.
- e) The Employer will make available University recycling services to the Union.

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

Bulletin Boards

- 25:02 In each Department where employees are employed, the Employer shall provide a reasonable amount of space on bulletin boards marked "Canadian Union of Public Employees, Local 3902" for official Union notices.

Office Facilities

- 25:03 Departments shall ensure that insofar as possible, consistent with the physical facilities available to the Department, employees shall be provided with an appropriate place for holding office consultations with students, and with the use of such other facilities and equipment as are required for the performance of their duties, with due regard for the need for student confidentiality. Such facilities shall include access to a computer (including Internet) and a telephone where such access is required for the performance of assigned duties. Departments shall ensure that employees have secure storage space in the Department for the storage of course materials. This same article will also apply to the UTM and UTSC Campuses.

Mailboxes

- 25:04 Each employee shall have access to an individual mailbox or file folder for mail located conveniently within the Department of employment. The Employer agrees to allow each individual to maintain use of his/her mailbox for a period of four (4) months after the end of his/her last appointment, provided the employee remains a registered student at the University of Toronto.

Books and Materials

- 25:05 The Employer will provide employees with such books and the use of such materials as are deemed by the supervisor to be necessary for the performance of their duties. These books and materials shall remain the property of the Employer.

Bus Tickets

- 25:06 Employees required to perform their duties at a campus other than that at which the Department in which they are enrolled is located shall be provided with bus tickets for all travel between campuses required for the performance of their duties.

Letters of Intent

- 25:07 The letters of intent are not a part of this Collective Agreement, and are, therefore, not subject to the provisions of Article 14 (Grievance Procedure) and/or Article 15 (Arbitration).

Internet Access

- 25:08 Employees who are required to use the Internet or University of Toronto computer network for their duties shall be provided with appropriate access.

ARTICLE 26: HEALTH AND SAFETY

26:01 No employee shall be required to act, nor shall any employee act in the course of the employment, in a manner which constitutes a health or safety hazard. The Employer recognizes a responsibility to provide sufficient facilities, supplies, and services to protect the health and safety of employees as they carry out their duties. The parties agree that the Employer shall provide, and employees shall make use of, protective equipment and training wherever the same are required for the safe and effective performance of an employee's duties. The Union shall have the right to elect or appoint employees to safety committees in areas where they perform duties.

ARTICLE 27: DEFINITIONS

Working Day

27:01 Whenever the term "working day" is used in this Collective Agreement it shall be considered to mean a regular University of Toronto working day.

Department

27:02 Whenever the term "Department" is used in this Collective Agreement it shall be considered to mean any administrative unit of the University of Toronto in which employees may be employed.

Supervisor

27:03 Whenever the term "supervisor" is used in this Collective Agreement it shall be considered to mean whoever is the immediate supervisor of an employee.

Academic Session

27:04 The term "academic session," as used in this Collective Agreement, refers to that period of time which begins with undergraduate registration (usually in September) and continues through to the last day for completion of marking of final examinations (usually in May); or that period of time which begins with undergraduate registration (usually in May) and continues through to the last day of completion of marking of final examinations (usually in August). Each academic session consists of two terms; in the Winter session, the "Fall term" (September to December), and the "Spring term" (January to May). The dates applicable to a given employee will be those appropriate to the particular Department in which the employee is employed.

Academic Year

27:05 The term "academic year," as used in this Collective Agreement, refers to the period from September 1 to August 31, inclusive.

Immediate Family

27:06 The term "immediate family," as used in this Collective Agreement, shall mean spouse, parent, brother, sister, child, child of a spouse, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchild, or grandparent. "Spouse" shall include partners in same-sex relationships.

Course Instructors

27:07 In this Agreement, "Course Instructor" means an employee who teaches a course or section of a course and includes sole-responsibility instructors. Where the Course Instructor works as part of an instructional team under the direction of a Course Co-ordinator, the Course Co-ordinator shall be the supervisor of the employee as per Article 27:03.

Sole Responsibility Instructor

27:08 In the Agreement "sole responsibility instructor" means an employee who has sole responsibility for teaching a course or a section of a course (i.e., whose work is not directly supervised). The Chair or Designated Authority of the Department shall be deemed to be the supervisor of the employee as per Article 27:03.

ARTICLE 28: TERM OF AGREEMENT

28:01 This Agreement shall continue in full force and effect until April 30, 2008 and thereafter shall automatically renew itself for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

Negotiations

28:02 In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within fifteen (15) days following receipt of such notification and thereafter both parties shall negotiate in good faith.

28:03 If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement, or on the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until all conciliation proceedings prescribed under the *Ontario Labour Relations Act* have been completed, whichever date should first occur.

IN WITNESS WHEREOF each of the parties hereto have caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on February 10, 2006.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

BY:

Vice President, Human Resources & Equity

Secretary of Governing Council

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902

BY:

Chair

Secretary-Treasurer

APPENDIX A: Job Description Guidelines

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

Purpose

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

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

Job descriptions are not required for Course Instructors.

Description of Duties and Allocation of Hours Form

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

How to Complete the Form

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

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

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

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

Marking/grading: The nature and estimated number of assignments to be graded should be indicated, together with guidance as to the appropriate amount of time which should be devoted to marking each class assignment. The estimated enrolment should be entered and used in determining marking hours. If the marking workload will be unevenly distributed during the term, this should be stated. Should the number of assignments to be marked exceed the original estimate, supervisors must take appropriate measures to ensure the total time allocation for marking/grading is not exceeded (e.g., by increasing the hours allocated, by reducing the number of assignments to be

graded, or by other measures). Similarly, supervisors should verify as early as possible that the time allocated per assignment has been appropriately estimated.

Other duties: These should be described in the same manner as the major categories discussed above. Also, this section should reflect attendance at mid-course review meetings which are called by employing Departments for review of assigned hours and duties (Article 16:10). "Other duties" must be consistent with Article 16:08 of the Collective Agreement.

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

Revision of Job Description

Should it become necessary to revise the description of duties and/or the allocation of hours, refer to Articles 16:09 and 16:10 of CUPE, Local 3902 Unit 1 Collective Agreement. Note that these articles require that the revision be discussed with the employee. A revised "Description of Duties and Allocation of Hours" form should be prepared and provided to the employee, and for the Department's records.

Description Of Duties And Allocation Of Hours Form		
Department		
Course Number and Title		
Supervising Professor		
DUTIES (see reverse)	Hours Per Task	
	Initial	Revised
Training		
Preparation		
Contact		
Marking/Grading Estimated Enrolment per T.A.		
Other Duties		
TOTAL HOURS		

Prepared By *(Supervisor)* _____ Signature _____ Date: _____

Approved By *(Chair /Designated Authority)* _____ Signature _____ Date: _____

Accepted By *(Teaching Assistant)* _____ Signature _____ Date: _____

MID COURSE REVIEW CHANGES (if any)

Date of Meeting _____ Prepared By *(Supervisor)* _____

Approved By *(Chair /Designated Authority's Signature)* _____ *(Teaching Assistant's Signature)* _____

 THE FOLLOWING DUTIES SHOULD BE CONSIDERED WHEN FILLING OUT THE JOB DESCRIPTION:

1. Training

- Attending TA training sessions
 Attending Health and Safety training sessions
 Meetings with supervisor

2. Preparation

- Preparing course outline
 Selecting relevant texts
 Preparing discussion outlines
 Preparing handouts
 Preparing reading lists
 Preparing bibliographies
 Designing and preparing tests/examinations
 Preparing assignments/problem sets
 Reading texts/manuals/source materials
 Preparing tutorial/lecture notes
 Preparing/setting up audiovisual materials and equipment
 Developing/maintaining course web site
 Attending supervisor's lectures/seminars
 Attending supervisor's labs/tutorials
 Announcing special seminars/workshops
 Consulting/meeting with course supervisor
 Preparing/setting up laboratory materials

- Demonstrating equipment outside class
 Demonstrating problem solving
 Tutoring individuals (not in centre)
 Leading field trips
 Office hours
 Consulting with students outside office hours
 Consulting with students electronically –
 PLEASE specify media and purpose of contact
 (e.g., e-mail, newsgroups, web sites, listserves,
 etc.)

3.2 Marking/Grading

- Language tapes
 Problem sets
 Computer programs
 Data sheets
 Laboratory reports
 Checking lab books
 Book reviews
 Oral presentations
 Demonstrations
 Projects
 Essays (indicate page length)
 Quizzes
 Mid-terms
 End-of-term tests
 Examinations
 Calculating/recording/tabulating grades

3. Core Duties**3.1 Contact Time**

- Conducting lectures
 Conducting tutorials/seminars/practicals
 Conducting special seminars/workshops
 Demonstrating in laboratory
 Demonstrating in language laboratory

4. Other Duties

- Exam/test invigilation
 Meetings with other TAs
 Clerical (e.g., photocopying handouts/ readings)
 Technical support
 Coordinating other TAs, Resource Centres, etc.

NOTES:

- This list is instructive only. It is not exhaustive nor, of course, will all duties listed here apply to all Departments or to all types of positions.
 - The list is not a substitute for clearly itemizing duties on the front of the form. Select ALL appropriate duties that you are assigning to the employee and that will be required of the employee and transfer to the appropriate section of the form, assigning a sufficient time allowance to each and specifying the total hours of the appointment to be devoted to this activity. Also include any duties you are assigning which are not on the list on this side of the form.
 - When allocating time for marking, indicate the number of individual items to be marked and the time allotted for each item. If the number of students is not known, estimate as accurately as possible and revise as necessary during the mid-course review. For contact hours indicate the number of hours per week and the number of weeks.
-

APPENDIX B: Workload Review Form

WORKLOAD REVIEW FORM

This form is presented in accordance with Article 16:11 of the Collective Agreement between the University of Toronto and the Canadian Union of Public Employees, Local 3902.

To be completed by the employee:

Name _____

Department of Work _____

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

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

Signature _____ Date _____

To be completed by employee's supervisor

Name _____

Date Received _____

Response _____

Signature _____ Date _____

APPENDIX C: Job Posting Form

Department of _____

Posted on: _____

Winter (Summer) Session

Applications due: _____

Course Number and Title	Course Enrolment (est.)	Number of Positions (est.)	Size of Appointment (hours)	Dates of Appointments	Qualifications	Duties

NOTES:

1. Department Standards and Policies are available in the Department office and in the CUPE, Local 3902 office.
2. The position(s) posted above is (are) tentative, pending final course determinations and enrolments.

This job is posted in accordance with the CUPE 3902, Unit 1 Collective Agreement

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

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

JOINT LETTER OF INTENT: Senior Doctoral Teaching Associates

February 10, 2006

The parties are agreed that the Employer may select up to twenty (20) Senior Doctoral Teaching Associates in each academic year, contingent upon successful fund raising. These appointments will be for a half (or "H") course or for a full (or "Y") course (and paid as per Article 24:01 Salaries – Course Instructors).

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

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

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

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

It is understood by the parties that the following provisions of the Collective Agreement do not apply to the process of selecting and/or appointing Senior Doctoral Teaching Associates, nor to their terms and conditions of employment: 14:01(b) Hiring Grievances; 16:01 – Job Posting; 16:04 – Notice of Appointment; 16:03 – Hiring Criteria; 16:05 – Subsequent Appointments; 16:06 – Hours of Work; 16:07 – Job Descriptions; 16:10 – Review of Assigned Hours; 16:11 – Workload Review; and 17:01 – Employment Training.

Archana Rampure, Chair
Canadian Union of Public Employees, Local 3902

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

JOINT LETTER OF INTENT: Sexual Harassment

February 10, 2006

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

Archana Rampure, Chair
Canadian Union of Public Employees, Local 3902

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

JOINT LETTER OF INTENT: Career Development and Research Fellows – Teaching Appointments

February 10, 2006

The parties understand that the SGS has established up to eight (8) post doctoral fellowships per year to be known as "Career Research and Development Fellows," subject to policies developed and amended from time to time by the SGS. Each such fellowship includes a teaching component, consisting of a sole-responsibility instructorship of an undergraduate half course to be designed by the applicant.

The parties agree that the teaching appointment shall be governed by this letter of intent and the Collective Agreement. Remuneration for the instructorship shall be at the Course Instructor rate for an undergraduate half (or "H") course.

Course designs submitted by applicants who are not awarded fellowships in the competition shall remain the intellectual property of the applicant.

It is understood by the parties that the following provisions of the Collective Agreement do not apply to the process of appointing such fellows to the teaching position component of the fellowships, nor to the terms and conditions of employment in such positions: 14:01(b) – Hiring Grievances; 16:01 – Job Posting; 16:04 – Notice of Appointment; 16:03 – Hiring Criteria; 16:05 – Subsequent Appointments; 16:06 – Hours of Work; 16:07 – Job Descriptions; 16:10 – Review of Assigned Hours; 16:11 – Workload Review, and 17:01 – Employment Training.

Archana Rampure, Chair
Canadian Union of Public Employees, Local 3902

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

JOINT LETTER OF INTENT: Union Dues/Membership

February 10, 2006

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

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

Archana Rampure, Chair
Canadian Union of Public Employees, Local 3902

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

JOINT LETTER OF INTENT: Financial Assistance Fund

February 10, 2006

The parties agree that the Employer shall pay to the Union by 15 May of each year in which this collective agreement is in effect the amount of \$275,000 (\$300,000 in the years 2007 and 2008) for the establishment of a Financial Assistance Fund.

The Employer shall augment the above amount by \$125,000 with respect to the payment due by May 15, 2006.

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 members of CUPE, Local 3902.

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 the Labour/Management Committee 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.

Archana Rampure, Chair
Canadian Union of Public Employees, Local 3902

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

JOINT LETTER OF INTENT: Arbitration

February 10, 2006

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

Archana Rampure, Chair
Canadian Union of Public Employees, Local 3902

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

JOINT LETTER OF INTENT: Duplicate Provisions

February 10, 2006

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

- 7:06 The Employer agrees to issue, upon request from the Union in writing, a library card (valid at both Robarts Library and Bora Laskin Law Library) to the Staff Representative(s) of the Union. There shall be no charge to the Union or to the Staff Representative(s) for the card. Use of the card shall be subject to the general regulations made from time to time by the University and/or the Library.
- 24:01 The Employer recognizes the need for the Union local to have a central location for files and normal office equipment for the purpose of conducting business with the University. Accordingly, office space will be provided rent free to the Canadian Union of Public Employees, Local 3902, in accordance with the following conditions:
- a) This privilege may be withdrawn if the local Union uses or allows the office space to be used for purposes other than set out in this Article of the Collective Agreement.
 - b) The Union will occupy the space in a manner consistent with the rules and regulations in the lease between the Landlord and the University of Toronto.
 - c) The space allocation is subject to change if it is required by the Employer. In this event, alternate accommodation will be found. Unless a situation arises which is beyond the control of the Employer, the Employer will give no fewer than three (3) calendar months' notice that the Union will be required to change offices.
 - d) The Employer will provide cleaning service and campus mail service at no cost to the Union.
 - e) The Employer will make available University recycling services to the Union.

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

Bulletin Boards

- 24:02 In each Department where employees are employed, the Employer shall provide a reasonable amount of space on bulletin boards marked "Canadian Union of Public Employees, Local 3902" for official Union notices.

Archana Rampure, Chair
Canadian Union of Public Employees, Local 3902

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

LETTER OF INTENT: Calculation

Chair, Canadian Union of Public Employees, Local 3902

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

And

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

And

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

The University of Toronto agrees that effective September 2002, for the purposes of calculating the funding level of any graduate student in the "guaranteed cohort" and who is offered and accepts an appointment to a position in this bargaining unit, the maximum amount of bargaining unit work that may be included in the calculation is 260 hours, even if the graduate student is employed and receives remuneration for more than 260 hours of bargaining unit work. Notwithstanding the provisions of Article 25:07 (Letters of Intent), any alleged violation of the University's guarantee not to require more than 260 hours of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the collective agreement.

The University of Toronto agrees that effective September 2003, for the purposes of calculating the funding level of any graduate student in the "guaranteed cohort" and who is offered and accepts an appointment to a position in this bargaining unit, the maximum amount of bargaining unit work that may be included in the calculation is 240 hours, even if the graduate student is employed and receives remuneration for more than 240 hours of bargaining unit work. Notwithstanding the provisions of Article 25:07 (Letters of Intent), any alleged violation of the University's guarantee not to require more than 240 hours of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the collective agreement.

The University of Toronto agrees that effective September 2004, for the purposes of calculating the funding level of any graduate student in the "guaranteed cohort" and who is offered and accepts an appointment to a position in this bargaining unit, the maximum amount of bargaining unit work that may be included in the calculation is 220 hours, even if the graduate student is employed and receives remuneration for more than 220 hours of bargaining unit work. Notwithstanding the provisions of Article 25:07 (Letters of Intent), any alleged violation of the University's guarantee not to require more than 220 hours of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the collective agreement.

The University of Toronto agrees that effective September 2005, unless the parties negotiate otherwise in a renewal collective agreement, for the purposes of calculating the funding level of any graduate student in the "guaranteed cohort" and who is offered and accepts an appointment to a position in this bargaining unit, the maximum amount of bargaining unit work that may be included in the calculation is 210 hours, even if the graduate student is employed and receives remuneration for more than 210 hours of bargaining unit work. Notwithstanding the provisions of Article 25:07 (Letters of Intent), any alleged

violation of the University's guarantee not to require more than 210 hours of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the collective agreement.

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

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

LETTER OF INTENT: Employment Insurance Hours for Course Instructors

Chair, Canadian Union of Public Employees, Local 3902

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

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

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

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

LETTER OF INTENT: Treatment of Paid Work

Chair, Canadian Union of Public Employees, Local 3902

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

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

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

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

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

Chair, Canadian Union of Public Employees, Local 3902

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

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

Without attempting to define the term by numbers of participants, the University recognizes the concept of “tutorial” includes smaller group discussions that address individual needs in a way not possible in a larger lecture situation and that this combination is entirely consistent with the goal of being a ‘nurturing’ university climate for undergraduates as articulated in the “Stepping Up” document.

Academic divisions and departments will be encouraged to organize the tutorial components of their undergraduate programs consistent with this institutional commitment.

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

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

LETTER OF INTENT: TA Training Program – Experience

Chair, Canadian Union of Public Employees, Local 3902

To facilitate the TA Training Programme's ability to best serve employees from a variety of disciplines, the Designated Authority responsible for hiring teaching fellows will be mindful of the value of diversity in academic disciplines among the programme staff. In particular, experience in different divisions and experience with different kinds of TAs (lecturing, leading tutorials, leading labs, etc.) shall be considered important in maintaining a programme capable of serving the broadest part of the membership.

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

JOINT LETTER OF INTENT: An Integrated Approach to TA Training at U of T

Chair, Canadian Union of Public Employees, Local 3902

The University will commit significant resources and support to the expansion of the Teaching Assistant Training Program at the University of Toronto, based on the following concepts and principles:

CONCEPTS/PRINCIPLES

- Both parties – CUPE 3902 and U of T – strongly value and support the training for members of the Unit 1 bargaining unit in their roles as teaching assistants, demonstrators and instructors in the delivery of undergraduate academic programs at the University of Toronto.
- Both parties recognize the significant value and investment represented by the University's and the Union's commitment to a major extension and expansion of the TATP as outlined below.
- Both parties agree to promote and encourage the fullest possible use of the training resources to be made available.
- Training of this nature is intended to be at least in part discipline-specific.
- Training of this nature is intended to be distinguishable from social or administratively-focused orientation activities.
- Four TA coordinators (280 hour appointments), ten TA Trainers (180 hour appointments), and a full time administrative staff member will constitute the augmented TATP staff as envisioned.
- Training will include modules designed to address the core values of equity and diversity in the University's multicultural teaching environment.
- Training will include modules addressing English language issues in the context of employment in a teaching position.
- New TA training, conducted under the auspices of the TATP, will be done to meet the needs of hiring departments.

- Training provided by the TATP will complement and augment training already developed and/or being delivered by departments.
- Completion of this new training is mandatory for the new TA as well as for the employing department.
- Departments may combine their training activities in whole or in part.
- Expanded Training: The training (now in the planning stages) is envisioned to encompass a certificate of completion, with the possibility of more than one level (e.g. Introduction To/Advanced; or Beginning/Intermediate/ Advanced).
- The goal of the training is to help employees who have already received the initial mandatory training to continue to improve and excel in their teaching, serving the dual purpose of improving the student experience at U of T and increasing the pedagogic scope and ability of those directly involved in the delivery of their programs of study.
- The eventual goal, once the technology is in place and subject to the availability and feasibility of technology, is to make provisions for verification of certificates via an e-portfolio with an authentication feature.

IMPLEMENTATION

- I. Training for new employees (to be effective for September 2006)
 - Each employing department will be mandated to provide two (2) hours of paid training to each first-time Unit 1 member (i.e. arising from the member's initial employment within the Unit 1 bargaining unit). This required training may be presented as a single session, or as two (2) 1-hour sessions.
 - Training may be scheduled in advanced of the formal commencement of an appointment if necessary to ensure that it is delivered in a timely fashion or when essential resources are available (e.g. in March for a May-June appointment).
- II. Expanded training for TAs and CIs (initial rollout aimed for September 2006 with additional resources being added in each of the next two (2) years)
 - Under the auspices of the TATP, resources will be added to allow significant expansions, administration and academic oversight of current and additional modules of training relating to the delivery of academic instruction by members of the Unit 1 bargaining unit. Within this model, training may be conducted directly by the TATP, as well as indirectly, under its oversight.
 - TA's will be encouraged to enrol in a minimum of one (1), two-hour training session/workshop in each year, preferably leading to at least eight (8) hours of professional development training. TAs will be welcome to take additional sessions/workshops. Participation in the expanded training will be in accordance with the provisions of Article 17:03.

During the life of this collective agreement, the parties will review, at the Labour Management Committee, the University's progress in implementing this vision.

Archana Rampure, Chair
Canadian Union of Public Employees, Local 3902

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

LETTER OF INTENT: Committee re Implementation of Graduate Funding Guarantee

Chair, Canadian Union of Public Employees, Local 3902

The University agree to invite a member of CUPE 3902, Unit 1, to sit on the Committee, to be chaired by the Vice-Provost Students and the Dean of the School of Graduate Studies, regarding the implementation of the graduate student funding guarantee.

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

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