APRIL 19, 2022 @ 10:00 AM

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

-BETWEEN-

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

-AND-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3902 - Unit 7
(hereinafter referred to as “the Union”)

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

2. The term of the renewal collective agreement shall be from September 1, 2021 to August 31, 2024.

3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on August 31, 2021, provided, however, that the following amendments are incorporated:
   i. All attached pages numbered 1 to _____ are incorporated; and,
   ii. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto on pages numbered ____ to ____

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

FOR THE UNIVERSITY

[Signature]

FOR THE UNION

[Signature]
University of Toronto Proposals to CUPE, Local 3902 – Unit 7
WITHOUT PREJUDICE
APRIL 19, 2022

_________________________  ______________________________
_________________________  ______________________________
_________________________  ______________________________
_________________________  ______________________________

DATED AT TORONTO THIS  ______ DAY OF APRIL 2022

M Panoulias

Mindy C. Harris

[Signatures]

[Signatures]

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

- All previously agreed-to language
- All proposals as attached to this document
- All other proposals not expressly agreed upon are withdrawn
- No provisions are retroactive unless expressly indicated
- The term of the agreement shall be from September 1, 2021 to August 31, 2024

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

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

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

- WAGE INCREASES
  1) All classifications in ARTICLE 13: WAGES shall be increased by 1% effective September 1, 2021*
  2) All classifications in ARTICLE 13: WAGES shall be increased by 1% effective September 1, 2022
  3) All classifications in ARTICLE 13: WAGES shall be increased by 1% effective September 1, 2023

*All employees actively employed in the bargaining unit on the date of ratification shall receive a 1% pay increase retroactive to September 1, 2021, in accordance with item 1) above.

- JOINT LETTER OF INTENT: FINANCIAL ASSISTANCE FUND
  1) The University agrees to pay the Union the amount of $46,335* as soon as practicable following the date of ratification
  2) The University agrees to pay the Union in September 2022, the amount of $46,798*
  3) The University agrees to pay the Union in September 2023, the amount of $47,266*

*The Union proposed and the University agreed to include both the 1% ($450) increase from the Financial Assistance Fund and the 1% ($885) increase from the Health Care Plan in the Financial Assistance Fund in each year of the collective agreement, thereby leaving the Health
Care Plan unchanged for the term of the collective agreement. For clarity, the total amount of the two 1% increases ($1,335) is itself subject to a 1% increase in each year of the collective agreement.

- **ARTICLE XX: EMPLOYMENT TRAINING**
  - Commitment to provide an additional two (2) hours of work-related paid training for Graduate Assistants per academic year in which the Graduate Assistant holds at least one appointment at OISE in accordance with XX:01 attached.

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

- **MEMORANDUM OF SETTLEMENT PERTAINING TO LETTER OF INTENT: CALCULATION GRIEVANCE** (as attached)

Note: All references to CUPE Local, 3907 throughout the collective agreement will be changed to CUPE Local 3902, Unit 7 in the renewal collective agreement.
IN THE MATTER OF A GRIEVANCE

B E T W E E N:

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

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3902, UNIT 7
(the “Union”)

Re: March 29, 2022 Letter of Intent: Calculation Grievance (the “Grievance”)

MEMORANDUM OF SETTLEMENT

WHEREAS the Grievance alleges that the University failed to comply with the Letter of Intent: Calculation;

AND WHEREAS the parties wish to fully and finally settle any and all issues that were or could have been raised in respect of the Grievance;

WITHOUT PREJUDICE AND WITHOUT PRECEDENT the parties agree as follows:

1. Provided a renewal collective agreement between the parties for the period September 1, 2021 to August 31, 2024 is ratified by the employees in the bargaining unit no later than April 30, 2022, the University agrees to resolve the above noted grievance by recalculating the Graduate Assistantship earnings within the funding package of eligible employees such that a maximum of ten thousand, one hundred forty ($10,140) dollars plus four (4%) percent vacation pay of Graduate Assistantship earnings are included in the calculation of the package counted towards the funding commitment in accordance with the Letter of Intent: Calculation.

2. An eligible employee is any student in Group A employed in the bargaining unit holding a full two hundred and forty (240) hour Graduate Assistantship (not including partial or
summer Graduate Assistantships) in any academic year between September 1, 2018, and April 30, 2022.

(a) Individuals who meet the above criteria and are registered as students at the University shall be paid through ACORN and notified through their University e-mail address on record.

(b) Any individuals who meet the above criteria but are no longer employed in the bargaining unit and no longer registered as students at the University shall be notified both by email and regular mail at their most recent email and mailing addresses on record. A reminder notification will be sent by email after thirty (30) calendar days if such individuals have not responded to the initial notices. Subject to these individuals responding within sixty (60) calendar days of the initial notices being sent, as well as any legal, logistical or other restrictions that may preclude payment, the University will make reasonable efforts to pay any monies that may be owing in accordance with paragraph 3 below. The University will make payment by cheque or other legally appropriate, trackable, and feasible means, e.g., electronic transfer, etc. If such eligible individuals have not responded within sixty (60) calendar days of the initial notices being sent by the University, the Union shall be provided with a list of such individuals and their last available e-mail and mailing addresses on record at OISE. The Union shall be afforded an opportunity to contact these individuals for an additional thirty (30) calendar days immediately following the expiration of the sixty (60) day period set out above. If eligible individuals do not respond within that additional thirty (30) days period, they will no longer be eligible to receive payment. The Union understands and agrees that the list of individuals and their contact information is to be used for the sole and exclusive purpose of contacting individuals in accordance with this paragraph of this Memorandum of Settlement and for no other purpose whatsoever and, furthermore, that the list of names and their contact information shall be deleted immediately following the conclusion of this process.

3. Where it is identified that there are monies owing to eligible employees following the completion of the recalculation process set out in paragraphs 1 and 2 above, the University will make lump sum payments, less deductions required by law, as soon as practicable in accordance with paragraph 2 above. It is estimated that the recalculation process will be completed and payments made by the end of the 2022 calendar year, except for those individuals who are covered by paragraph 2 b). It is understood and agreed that the payment process will require more time for anyone covered by paragraph 2 b). In the event of any delays beyond the estimated timeline, the University and the Union shall meet to discuss the expected timeline for completion.

4. For clarity and for example only, not to be incorporated in any way into this Memorandum of Settlement or the current or subsequent collective agreement(s), a
redacted sample funding letter is attached strictly for the sole and exclusive purpose of illustrating a sample recalculation. This sample letter states that the minimum funding package is $24,980. OISE Fellowships total $12,434. Graduate Assistantship earnings of $13,508 were counted toward the student funding package. The total actual OISE funding package is $25,942, which is $962 more than the minimum funding package. Since Graduate Assistantship earnings of $13,508 were counted instead of $10,546, the recalculation for this example would be $13,508 - $10,546 - $962 = $2,000, i.e., the total monies owing in this example would be $2,000, less deductions required by law.

It is anticipated that funding letters have been in use covering the period of September 1, 2018, to April 30, 2022, and can be found for all eligible employees. However, in the event that such a letter does not exist or cannot be found for any eligible employee(s), the recalculation will be done in the same way as set out above based on OISE’s existing records.

For further clarity, it is understood and agreed that all recalculations and payments in all cases shall be based on actual Graduate Assistantship earnings and actual student funding packages provided.

5. OISE shall provide to the Union a list of all eligible employees and the results of the recalculation process as set out above. Furthermore, during the term of the 2021 – 2024 collective agreement, OISE shall provide to the Union on an annual basis a confirmation indicating how the Letter of Intent: Calculation has been applied to funding packages with 240-hour Graduate Assistantships. In addition, during the term of the 2021-2024 collective agreement, for ease of reference OISE will include in its funding letters to students the Letter of Intent: Calculation as it appears in the collective agreement.

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

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

8. The Grievance is withdrawn and shall not be refiled in whole or in part.
9. The Union agrees that it will not refer to arbitration any grievance of any current or former employee in any way related to Letter of Intent: Calculation, including any claim for any period of time prior to the date of ratification of the renewal collective agreement, and that the parties agree that any such grievance would not be a difference between the parties regarding the interpretation or application of any predecessor collective agreement and that an arbitrator appointed under any collective agreement is intended by the parties to have no jurisdiction to hear or decide any such grievance.

10. Eli Gedalof will be seized as mediator/arbitrator with respect to any issues concerning the interpretation, application, administration or alleged violation of this Memorandum of Settlement.

11. By the signature of authorized representatives hereunder the University and the Union confirm their agreement to the terms and conditions of settlement set out herein.

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

FOR THE UNIVERSITY                                      FOR THE UNION

_______________________________  ______________________________

_______________________________     ______________________________

DATED AT TORONTO THIS 23____ DAY OF April, 2022
29 September 2021

Dear xxxx

The Ontario Institute for Studies in Education offers OISE Graduate Funding to students referred to as the “Funded Cohort”. OISE Graduate Funding is designed to provide a minimum level of support to the funded cohort to offset the cost of graduate education. As a student in the Department of Social Justice Education, in year 1 of the SJE PhD program, your minimum OISE Funding Package for the 2021 – 2022 academic year will be $24,980.00. Your OISE funding package for 2021-22 covers September 1, 2021 - April 30, 2022, which reflects year 1 of 4 of OISE’s Funding commitment. Your current academic supervisor is Dr. xxxx.

OISE Funding may be constructed from a variety of sources, including external scholarships (e.g. SSHRC, OGS); internal awards; graduate assistant and/or teaching assistant positions. This funding letter outlines the components specific to your OISE Funding for 2021-22.

Please Note: Tuition and Incidental fees for the 2021-22 academic year are set at $7980.

COMPOSITION OF OISE FUNDING PACKAGE 2021/2022

<table>
<thead>
<tr>
<th>Source of Funding</th>
<th>Value of Funds</th>
<th>Accept/Decline</th>
<th>Payment Schedule</th>
<th>Payment Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>OISE Fellowship (Fall Tuition)</td>
<td>$3,990.00</td>
<td></td>
<td>September 2021</td>
<td>OISE to process payment via ACORN into Students’ UofT Account</td>
</tr>
<tr>
<td>OISE Fellowship (Winter Tuition)</td>
<td>$3,990.00</td>
<td></td>
<td>January 2022</td>
<td>OISE to process payment via ACORN into Students’ UofT Account</td>
</tr>
<tr>
<td>OISE Fellowship (Fall)</td>
<td>$2,227.00</td>
<td></td>
<td>September 2021</td>
<td>OISE to process payment via ACORN into Students’ UofT Account</td>
</tr>
<tr>
<td>OISE Fellowship (Winter)</td>
<td>$2,227.00</td>
<td></td>
<td>January 2022</td>
<td>OISE to process payment via ACORN into Students’ UofT Account</td>
</tr>
<tr>
<td>Graduate Assistantship</td>
<td>$13,508.00</td>
<td>Yes</td>
<td>Equal monthly installments from September 1, 2021 - April 30, 2022.</td>
<td>OISE to process payments via HRIS into Students’ Bank Account</td>
</tr>
<tr>
<td>------------------------</td>
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<td>---------------------------------------------------------------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>Total Actual OISE Funding Package</td>
<td>$25,942.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please note: There are a few instances where the compositions of your funding package may change due to eligibility requirements. Should there be any changes to your funding, you will be notified by our office.

*4% vacation pay has been included in employment values.

**TERMS & CONDITIONS OF THE OISE-FUNDING;**

Eligibility for OISE funding depends on:

- Registration and maintained status as a full time student (students who are not registered for the full academic year – e.g. on approved leave – will have their funding revised to reflect their enrolment status).

- Students working full-time hours are not eligible for OISE funding. Full-time hours is defined as work either within or outside the University that exceeds 35 hours or more a week during the fall/winter session (September to April). If your employment status changes or will change, please contact oise.gradfinasst@utoronto.ca immediately.

- Maintaining Good Standing and Satisfactory Progress which typically consist of; Enrolling in a minimum of four (4) half-courses per year until course requirements are complete; Complete all required coursework by the end of Year 2 (except PhD SCCP students who have additional courses in year 3); Satisfactory completion of graduate courses (with minimum A- average); Supervision and satisfactory progress; and for PhD students, achieving candidacy by the end of year 3. To learn more about Good Standing, contact your department or see the School of Graduate Studies website.

- Apply for at least one large external scholarship: MA-SCCP Year 1 students and PhD students in year 1, 2 and 3 of their program are required to apply for and accept any external awards for which they are eligible (i.e. OGS, SSHRC). The process of writing an application serves to prepare you for future grant writing. Receiving an external award is also a significant credential on the job market. If you take a leave of absence and are registered for either the Fall or Winter session in any given year, you are encouraged to apply for an external award while you are absent. If you are successful in winning a major external award, the award will be applied to your funding. This policy ensures that funding is distributed as equitably as possible for all of our graduate students. A large scholarship is defined as $15,000 or more. Awards $10,000 or more will be applied to funding packages.
AWARDS/FELLOWSHIPS DIRECT DEPOSIT ON ACORN

Awards and Fellowships are paid out as T4A (non-taxable income). Please note: payments will be blocked or delayed if a student does not have a valid 1) email address and 2) valid Ontario mailing address on ACORN. Furthermore, students are strongly encouraged to set-up or update your direct deposit banking information (in the Financial Accounts section) in ACORN. In order to facilitate faster refunds and other financial disbursements, please keep this information up to date on your profile. Please note that your mailing address should be the same address as the one your bank has on file for your account. If you choose not to set up direct deposit, your award/fellowship refunds will be issued to you via cheque and sent to your mailing address (this may take up to 6 weeks).

For more information, visit Receiving your Funding on the OISE Website.
If you have any questions, please do not hesitate to contact the OISE Graduate Funding Office at oise.gradfinasst@utoronto.ca
Article 21 22: Term of Agreement

21:01 22:01 This Agreement and the attached Letters of Intent forming a part thereof, shall be binding and remain in effect from September 1, 2018 to August 31, 2021 and shall be renewed from year to year thereafter unless either party gives the other notice, in writing, within the period one hundred and thirty (130) days before the Agreement ceases that it desires to amend or terminate the Agreement.

21:02 22:02 When such notice is given, negotiations shall commence within twenty-one (21) days of receipt of the notice, and both Parties shall negotiate in good faith. This Agreement shall continue in force until a new agreement is signed, or the right to strike or lockout commences, whichever occurs first.

For the University

For the Union

Alissa J. Cherry

Preity Bhatia

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
JOINT LETTER OF INTENT: Financial Assistance Fund

January 29, 2019

The Parties agree that the Employer shall pay to the Union upon the ratification of this Collective Agreement an amount of $46,335 to continue the Financial Assistance Fund. The Employer will make further payments of $46,798 in September 2022 and $47,266 in September 2023, of each year of this Collective Agreement (i.e., September 2019 and September 2020).

The Union shall establish criteria for the Fund, subject to the provision that the Fund be used for the sole purpose of providing financial assistance, on an objective basis, to employees represented by CUPE, Local 3907.

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

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

The Union shall ensure that the Fund is kept in a separate account and is audited on an annual basis. Copies of the audited report shall be provided to the Employer on an annual basis.

Leanne MacMillan  Preethy Sivakumar
CUPE Servicing National Representative
Canadian Union of Public Employees

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

For the University

For the Union

Alissa J. Cherry
Preethy Sivakumar

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

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

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

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

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

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

(c) All successful matches will be notified in writing at the earliest possible date, typically

- On or before the first week of September for positions commencing in the Fall term; and
- On or before the first week of January for positions commencing in the Winter term.

(d) In the case of unfilled, and/or unanticipated and/or new vacancies, if any, the Employer may utilize a secondary posting period between mid August and mid September. Vacancies posted during this period may be filled after posting for fewer than ten (10) working days, but not fewer than two (2) four (4) working days. For clarity, the remainder of the hiring process shall be in accordance with 14:05 (a) above.
14.07 Summer job descriptions will be posted for a minimum period of ten (10) working days commencing in early March for Graduate Assistants who begin their assistantships in the Summer term.

In the case of unfilled, and/or unanticipated and/or new vacancies, if any, the Employer may utilize a secondary posting period between mid April and end of April mid September. Vacancies posted during this period may be filled after posting for fewer than ten (10) working days, but not fewer than two (2) four (4) working days.

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

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

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

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

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

For the University

For the Union

Alissa J. Cherry

Preethi Sundaresan

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

17:04 A pregnant employee shall be granted a pregnancy leave of absence of up to seventeen (17) weeks (or longer if the employee is entitled to a longer leave in accordance with the Employment Standards Act) upon written notice request submitted at least two (2) weeks in advance and submission therewith of a doctor’s certificate stating that the employee is pregnant and the probable date of delivery. **An employee shall have the right to commence the pregnancy leave not more than seventeen (17) weeks before the probable date of delivery.** Where the department requests a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynecologist, midwife) confirming that the employee is pregnant and the probable date of delivery this information, such certificate shall be provided without undue delay. Such certificate shall be at the Department’s expense. The employee and the employing Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of a leave may not be extended beyond the ending date of the employee’s appointment, except as otherwise provided for in this article.

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

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

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

OR

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

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

**Pregnancy leaves that exceed the duration of the paid benefit set out above will be unpaid after the paid benefit ends.**
In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may take pregnancy leave in accordance with the Employment Standards Act. In such circumstances, the employee may begin the leave immediately, but and shall notify the employing Department as soon as possible, but no later than two (2) weeks ten (10) working days subsequent to the first day of leave; the employee shall provide, at the Employer’s expense, a doctor’s certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth. For clarity, an employee does not lose their right to pregnancy leave or the benefits described in this Article if they do not provide notice in advance of these circumstances.

Parental Leave/Adoption Leave

An employee who has been appointed for at least thirteen (13) weeks and who is the parent of a child is entitled to a parental leave of absence following the birth of the child or the coming of the child into a parent’s custody, care and control for the first time. Both parents will be eligible to take a parental leave of up to thirty-five (35) weeks following (a) the birth of the child; or (b) the coming of the child into the custody, care, and control of a parent for the first time as follows:

Both parents will be eligible to take a parental leave as follows:

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

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

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

Application for such Notice of leave shall be submitted in writing to the Supervisor at least two (2) weeks in advance, indicating the date on which the leave is to begin. Parental leave may begin no more than fifty-two (52) seventy-eight (78) weeks after the day the child is born or comes into the custody, care, and control of a parent for the first time. For clarity, parental leave has to be started, but does not have to be completed, within this seventy-eight (78) week period.

Parental leave of an employee who takes a pregnancy leave must ordinarily begin when the pregnancy leave ends unless the child has not yet come into the custody, care, and control of a parent for the first time. In the latter situation, the employee can either commence parental leave when pregnancy leave ends or choose to return to work and start parental leave later. If they choose to return to work, they will be able to start their parental leave anytime within seventy-eight (78) weeks of the birth or the date the baby comes into the custody, care, and control of a parent for the first time.

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

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

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

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

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

OR

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

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

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

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

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

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

17:07 Where an employee who qualifies for leave under article 17:04 and/or article 17:06 commences said leave during one appointment, and has a further appointment in the immediately consecutive
term, the employee shall be eligible to continue the leave, if there is any entitlement remaining, into that next appointment.

17:xx **Employee participation in the Health Plans (i.e. Plan A or Plan B) set out in Schedule A, will not be impacted by a Pregnancy or Parental/Adoption Leave taken pursuant to Articles 17:04, 17:05, and/or 17:06, unless the employee provides written notice that they do not wish to be enrolled in such benefits during Pregnancy/Parental/Adoption leave. If, during Pregnancy/Parental/Adoption leave, an employee enrolled in Plan A ceases enrollment in the applicable Base plan, they will automatically transfer from Plan A to Plan B (HCSA) for the remaining duration of the leave subject to returning to Plan A should they become re-enrolled in the applicable Base Plan during this time.**

For the University

For the Union

Alissa J. Cherry

Heathy Erkman

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

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Article 17:10—Workplace Accommodation

Where an employee requires accommodation due to illness or disability, the employee will first raise this with the supervisor. The Employer will meet with the Union to discuss its plans for accommodation. Where a written accommodation plan exists, the Union will be provided with a copy.

For the University

[Signature]

For the Union

[Signature]

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

4:02

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

(b) The University shall include an employment equity statement on the GA application form which is consistent with the principles of Article 4:02(a). In support of its commitment as per Article 4:02(a), the University shall gather employment equity information from employees, who will be requested to self-identify and participate on a voluntary basis. Subject to availability and confidentiality requirements, this employment equity information will be provided to the Union annually.

(c) CUPE, Local 3907 may appoint or elect up to two (2) representatives to the OISE Faculty Council Equity Committee, consistent with the terms of the Faculty Council’s constitution and by-laws.

(d) Applicants for Graduate Assistantships in the Departments of Curriculum, Teaching and Learning, and Social Justice Education may complete their application forms in French.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
SEXUAL VIOLENCE AND SEXUAL HARASSMENT

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

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

If an employee files a grievance under article 4:05, such grievance shall be filed at Step 3 of the grievance procedure. The time limits set out in Articles 11.02, 11.08, and other applicable articles of the Collective Agreement shall not apply to such grievances. The time limit for the University to issue a Step 3 response under Article 4:05 shall be sixty (60) working days.

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

For the University

For the Union

Alissa J. Cherry

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Article 5:03

5:03 The Employer shall provide the Union electronic versions of the current list of the first and last names, Article 14 Group status, type of appointment (i.e., Fall, Winter, Fall and Winter, Summer), hiring department, name of supervisor, departments of study, year of study, domestic or international status, email, home addresses and phone numbers on record of all present employees and the total numbers of domestic and visa students by October 15, February 15 and June 15. The Union agrees that such individual data will be held in confidence and will be used only for official Union purposes.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Article 5:08

5:08 The University shall provide the Union with suitable office space for its exclusive use for the purpose of conducting business for the University. It is agreed that CUPE Local 3907 will assume all responsibilities for the payment of monthly fees, usage fees or any other maintenance or relocation fees that may be incurred with respect to any telephone or data lines for the Union Office.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Article 9: Union Representation

9:03 Union Stewards, Union officers, or Union staff shall have the right to assist employees in presenting grievances at various steps in the grievance procedure in accordance with this Agreement. When the attendance of union representatives in this bargaining unit is required for the purpose of grievance meetings with the Employer and/or arbitration hearings it shall be requested in writing as far in advance as practicable and, if approved by the supervisor, shall be without loss of regular pay.

For the University

For the Union

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

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

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

15:03 The hours of work referred to in a letter of appointment shall be the total number of hours over the entire period of employment. Where applicable, the total number of hours for the entire period of employment is two hundred and forty (240) across both the Fall and Winter academic terms, the Employer will make every reasonable effort to equalize the hours worked in the Fall and Spring Winter academic terms at approximately one hundred and twenty (120) hours per term.

15:04 If the immediate supervisor or Chair fails to specify an employee's work assignment within the time period specified in Article 14:13 15:02, the employee's hours of work will be reduced accordingly, with no reduction in the value of the assistantship as set out in Article 13.

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

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

For the Union

Alissa J. Cherry

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

17:02 Employees who have been invited to deliver papers, present research findings, chair sessions, or serve as discussants at an academic conference or public speaking engagement related to their area of academic research or study, may make application to their supervisors for an unpaid leave of absence of up to ten (10) twelve (12) days in any academic year for the time necessary for preparation, to travel to and from the conference, and discharge the obligations. In seeking the approval of the supervisor for such leave, the employee shall request the leave as far as possible in advance of the time the leave would be taken. Such leaves shall not be unreasonably denied. If the employee completes the hours of work despite the leave, the employee will suffer no reduction in the value of the assistantship as set out in Article 13.

For the University

[Signature]

For the Union

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

17:03  An employee shall be given one (1) week’s leave without loss of pay upon the death of a member of the employee’s family. It is understood that for the purposes of this article, family shall be broadly defined. Such leaves may be extended by up to two (2) days without loss of pay, upon request by the employee to their supervisor in instances where extensive travel is required, the funeral occurs more than 200km from the employee’s work location. Such requests for an extension to the leave shall not unreasonably be denied.

For the University

For the Union

Alissa J. Cherry

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Article 17:09

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

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Union Conventions **and Seminars**

17:11 Subject to the approval of the Chair and upon written request at least ten (10) working days in advance, leave of absence without pay or loss of seniority shall be granted to not more than three (3) employees. Such leave of absence shall apply to employees who may be elected or appointed by the Union to attend Union conferences, **educational seminars**, and conventions. Such leave of absence is to be confined to the actual duration of the convention and the necessary travel time. Such leave shall not exceed thirty (30) working days in total for the Bargaining Unit in any calendar year. The granting of such leaves shall not be unreasonably withheld.

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For the University

[Signature]

For the Union

Alissa J. Cherry

[Signature]

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

17:15 Employees are entitled to Domestic or Sexual Violence leave pursuant to the Employment Standards Act, 2000 (ESA). All provisions of the Act pertaining to this leave shall apply.

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

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

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

For the University

For the Union

Alissa J. Cherry

For the University

For the Union

Alissa J. Cherry

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

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

(b) An Employee may also raise questions and/or concerns during their performance evaluation in respect of their workload and/or the distribution of their hours of work. Such questions and/or concerns will be given due consideration by the employee’s supervisor and addressed as deemed appropriate by the supervisor in accordance with Article 15.

19:02 The Department may evaluate each Graduate Assistant’s work performance, not more than twice per period of appointment, in writing using methods appropriate to the Department. More than one performance evaluation may be completed.

19:03 Such performance evaluations shall be put in the employment file, only after discussion with the employee, and the employee shall have the right to place written comments in the file, and the right to grieve the methods of evaluation. Employees shall have the right to make copies of all documents in their employment files.

19:04 An Employee may request an performance evaluation by the supervisor, not more than twice per period of appointment, by submitting a written request to the supervisor. Such performance evaluation shall be provided to the employee within four (4) weeks and shall be conducted in accordance with Article 19:02.

19:05 Concerns about unsatisfactory performance shall be brought to the attention of the employee, in writing or orally, as the supervisor deems appropriate, and without undue delay. This may occur at any time during an appointment or within a reasonable period of time beyond the completion of the appointment.

19:06 The employment file shall only contain documents relating to employment and such file shall be maintained separately from the employee’s academic file.

19:07 The contents of the employment file, and all other matters pertaining to the employee’s work performance shall not be communicated in a discussion of academic standing or performance and shall not affect in any way the evaluation of academic standing or performance.
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 20: HEALTH AND SAFETY

20:01  The Union has the right to appoint a voting representative to all health and safety committees at OISE. The University is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe conditions on its premises. The University endeavours to provide a hazard free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programmes and procedures.

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

The University shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community. In the event the University produces a report respecting occupational health and safety in the workplace, within the meaning of the Occupational Health and Safety Act, the University will provide the results of the report to the Union and those employees who are directly affected by the findings.

The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work where there is an immediate danger to their health and safety or health and safety of others in accordance with the Occupational Health and Safety Act.

Health and Safety Committee

20:02  The Employer and the Union recognize their joint responsibility to protect the health and safety of employees and members as they carry out their duties, and shall abide by the provisions of the Ontario Occupational Health and Safety Act

   a)  The Union has the right to appoint a up to two (2) voting representatives to the Joint Health and Safety Committee at OISE. One worker member(s) appointed by the Union may become a certified worker representative(s) on the Joint Health and Safety Committee if requested by the Union. The University agrees to pay the costs for the basic level I core certification programme and
certification refresher course *every three (3) years once only during the term of the collective agreement*.

b) **The University will continue to respect the functions and guidelines established for the Joint Health and Safety Committee in accordance with the *Occupational Health and Safety Act (OHSA)*. The University shall provide the Joint Health and Safety Committee (JHSC) with relevant accident/incident reports pursuant to OHSA. The University shall notify the JHSC of workplace testing conducted for the purpose of occupational health and safety pursuant to OHSA. The University shall provide the Joint Health and Safety Committee (JHSC) results of workplace testing conducted for the purpose of occupational health and safety pursuant to OHSA, of which the JHSC has been notified pursuant to OHSA, and where applicable, including the measures and procedures in place to protect workers from hazards pursuant to OHSA.

c) **The number of members appointed by the Employer to the JHSC shall not exceed the total number of worker members on the Committee, including workers represented by other bargaining units.**

d) **Bargaining unit members on the Joint Health and Safety Committee shall be remunerated for time required to carry out their duties.**

20:03

a) **The Union shall receive copies of all JHSC reports, and investigations reports from the JHSC. The University shall ensure that these materials are provided as expeditiously as practicable and without undue delay from the time of the receipt of the report by the University. The University shall notify the Union of all workplace testing conducted for the purpose of occupational health and safety of which the JHSC has been notified pursuant to OHSA. Further, the University will provide the Union with the results of a report respecting health and safety that has been provided to the JHSC pursuant to OHSA.**

The University will inform the Union of all Ministry of Labour visits to any work site where any bargaining unit employees are regularly employed.

b) **The University will provide the Union with copies of all Workplace Safety and Insurance Board (WSIB) Form 7 Employers' Report of Injury/Illness for members injured on the job, within the timeframe specified in the applicable legislation for filing a report with the WSIB.**
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 21: ACCOMMODATION/RETURN TO WORK

21:01 The University recognizes its duty to accommodate employees with disabilities in accordance with the Ontario Human Rights Code.

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

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

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

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

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

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

21:02 Where an employee has submitted medical documentation to Accessibility Services regarding a disability and gives written consent to Health & Well-being Programs and Services, medical documentation may be requested directly from Accessibility Services by Health & Well-being Programs and Services.
21:03 Where appropriate supporting medical documentation indicates that the employee requires accommodation in order to fulfill the essential duties of their job, a workplace accommodation plan will be developed by Health & Well-being Programs and Services in consultation with the employee and the appropriate departmental academic administrator(s).

21:04 Documentation pursuant to this Article will be kept in confidence and made available to relevant individuals strictly on a need-to-know basis. For clarity, the employee's supervisor shall only have the information necessary to implement the accommodation.

21:05 The employee will be reimbursed for all medical reports related to accommodation that the University may request subsequent to the initially completed University of Toronto Return to Work Form. Reimbursement will be up to the amount as outlined in the Ontario Medical Association's Guidelines.

__________________________________________
For the University

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For the Union

Alissa J. Cherry

Sue F. SImon

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE XX: EMPLOYMENT TRAINING

XX:01 (a) The first appointment of an employee as a Graduate Assistant shall include mandatory participation in a training program of a minimum of one (1) hour in duration as determined by the Employer that may include but not be limited to the duties, responsibilities, policies, procedures, etc., associated with being a Graduate Assistant at OISE. The Union shall be invited to make a fifteen (15) minute presentation at this training. For clarity, this first appointment training shall form part of the employee’s first contract of employment at OISE and shall be included in the paid hours of work in accordance with that first contract, i.e., no additional pay shall be provided for this training.

(b) In addition to the first appointment training for Graduate Assistants at OISE, OISE shall provide payment for up to two (2) hours of work-related paid training per academic year in which the Graduate Assistant holds at least one (1) appointment at OISE.

This work-related paid training may include but not be limited to on-the-job training and instruction as determined by the employee’s supervisor. In addition, this work-related training may include any training within or outside OISE that is determined to be work-related by the employee’s supervisor and approved accordingly. For clarity, either the employee or their supervisor may identify training as being potentially work-related but the final determination and approval shall be at the sole discretion of the employee’s supervisor.

For further clarity, payment for this training shall be additional to any appointment(s) the Graduate Assistant holds and shall be paid in accordance with Article 13 (Wages) upon provision of proof of attendance at the training.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Letters of Intent/Understanding

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For the University

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For the Union

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