SUNDAY, MARCH 3, 2024 @ 11:00PM

WITHDRAWN IF NOT ACCEPTED BY SUNDAY, MARCH 3, 2024 @11:59PM

MEMORANDUM OF AGREEMENT

BETWEEN

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

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902 – UNIT 5
(hereinafter called "the Union")

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

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

2. The term of the renewal collective agreement shall be from January 1, 2023 to December 31, 2025.

3. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto.

4. The provisions of the collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, save and except where retroactivity is expressly provided for.

5. All attached items numbered 1 to 42 are incorporated.

FOR THE UNIVERSITY

FOR THE UNION

(2)

DATED AT TORONTO THIS 4 DAY OF MARCH 2024

University of Toronto Economic Proposal – March 3 2024 @ 11:00 PM

1. **Increase to Minimum Salary**

   - Effective on the date of ratification increase the minimum annual full-time salary inclusive of vacation pay in Article 14:01 **from $36,061** to **$50,000.**

2. **Increases to Salaries (Schedule B)**

Each active employee in the bargaining unit on the ratification date (including employees on any approved leave pursuant to the *Employment Standards Act* or this Collective Agreement) shall receive a **9.0**% salary increase retroactive to January 1, 2023 and a **2.0**% salary increase retroactive to January 1, 2024 subject to i), ii), and iii) below. Further, each active employee in the bargaining unit on January 1, 2025 (including employees on any approved leave pursuant to the *Employment Standards Act* or this Collective Agreement) shall receive a **1.8**% salary increase effective on January 1, 2025 subject to i), ii), and iii) below.

i) The employee's annualized salary, i.e., 100% Full Time Equivalent, has not increased **for ANY reason other than a material change in duties** during the twelve (12) months immediately preceding each of the January 1, 2023, January 1, 2024, and January 1, 2025 salary increase dates set out above, as applicable,

ii) For clarity, an employee who received a salary increase **for ANY reason other than a material change in duties** during the twelve-month period immediately preceding any of the January 1, 2023, January 1, 2024, and January 1, 2025 salary increase dates set out above, which is less than the applicable salary increase for that date shall receive a top-up salary increase such that the total of the ~~**two**~~ salary increases is equal to the applicable salary increase on that particular salary increase date.

iii) For clarity, one-time-only payments, if any, are considered "increases" and will be included in the calculation of an employee's annualized salary.

3. **Professional Development 27:03 (replacing the "Development and Special Circumstances Fund" attached): With prior approval from their supervisor, an employee may be reimbursed for additional professional development expenses up to a maximum of ~~$350~~ $500 per year of the employee's contract.**

4. **Benefits (for MOA purposes only, not to be published in the Collective Agreement, see revised Schedule A attached)**

The CUPE 3902 Unit 5 Postdoctoral Fellow Health and Dental Benefit Plan will be modified to reflect the following coverage taking effect ~~**April**~~ **March 1, 2025**:

Deductible: Hospital Accommodation, Hearing Care, and Vision:	Nil

All Other Health Benefits	$25 per family every 12 months
Overall Maximum:	Unlimited
Your Co-Pay: Prescription Drugs: • Insulin, and injectable serums and vitamins • All other covered drugs Continuous Glucose Monitor (CGM) supplies: All Other Health Benefits:	 0% all dispensing fee amounts in excess of $7.50 per prescription or refill 10% 0%

Plan Coverage	**Plan Maximum**
Prescription Drugs – Pay Direct Drug Card • Insulin, and injectable serums and vitamins • Smoking cessation program • Erectile dysfunction drugs • All other covered drugs	 Unlimited One course of treatment in any 12 month period 30 tablets every 3 months Unlimited
Hospital Accommodation • Public general hospital or convalescent or rehabilitation hospital - semi-private room or private room • Public chronic hospital – semi-private room	 Reasonable & customary charges $3 per day up to 120 days per calendar year
Hearing Care • Hearing aides • Cochlear implants	 $800 per ear once every 36 months. Reasonable & customary charges every 36 months
Gender Affirmation Diagnosis of gender dysphoria from a physician (M.D.) or nurse practitioner is required	Reasonable and customary charges, limited to $10,000 lifetime.

Medical Items and Services
• Footwear
  ○ custom-made foot orthotics
  ○ custom-made boots or shoes, and adjustments to custom-made boots or shoes or orthopedic shoes
• Blood glucose meter
• Insulin pump supplies
• Continuous Glucose Monitor (CGM):
  ○ Receiver
  ○ Transmitter
  ○ Supplies
• Bra (mastectomy)
• Breast pump
• Cataract eyewear
	
	2 pairs per calendar year up to $400 per pair
	Reasonable and customary charges
	
	Once every 60 months
	$1,200 every 12 months
	
	$600 every 36 months
	$1,000 every 12 months
	$2,000 every 12 months
	6 per calendar year
	$500 per lifetime

Plan Coverage	Plan Maximum
• Compression stockings • Wigs • Viscosupplementation therapy	Once per lifetime 6 pairs per calendar year 2 per lifetime 8 treatments per lifetime
Emergency Transportation	Reasonable and customary charges
Private Duty Nursing in the Home	$10,000 per lifetime
Paramedical Services • Chiropractor, Physiotherapist, Registered Massage Therapist, Naturopath, Osteopath, Acupuncturist, Homeopath, Occupational Therapist, Chiropodist, Podiatrist, Dietitian or Nutritionist • Psychologist, Master of Social Work or Psychotherapist • Speech Therapist (Physician (M.D.) or nurse practitioner prescription required if there are no benefits on file within the preceding 12 months)	$1,300 per benefit year for all practitioners combined $3,100 per benefit year for all practitioners combined Reasonable and customary charges
Accidental Dental	Reasonable and customary charges
Vision • Prescription eye glasses or contact lenses or laser eye surgery • Optometric eye examinations	$650 every 24 months $120 every 24 months
Travel Benefit Plan Continues as currently provided	Continues as currently provided

Dental Benefit		
Deductible	Nil	
Fee Guide	The current Ontario Dental Association Fee Guide for General Practitioners For independent Dental Hygienists, the lesser of, the current Ontario Dental Hygienists' Association Fee Guide or Ontario Dental Association Fee Guide for General Practitioners	
Plan Coverage	**Your Co-Pay**	**Plan Maximum**
Basic and Comprehensive Basic Services	0%	Unlimited
Major Services	20%	$2,350 per covered person per benefit year
Orthodontic Services	50%	$2,650 per covered person per lifetime

Dental Care Plan

The University agrees to contribute eighty (80) percent of the billed rates of premiums for employees participating in the Dental Care Plan in effect on **~~April~~ March 1, 2025**. Employee required premiums will

be deducted one month in advance. For clarity, the deductions taken on the ~~**March**~~ **February, 2025** pay will be for the coverage in effect on ~~**April**~~ **March 1, 2025**.

Participation in the Dental Care Plan is a condition of employment. Only employees who have dental insurance coverage through their spouse will be exempted from participation. The University will not be required to make any payment in lieu of premiums to any employee who is exempt from participation in the Dental Care Plan.

Extended Health Care Plan

The University agrees to contribute seventy-five (75) percent of the billed rates of premiums for employees participating in the Extended Health Care Plan in effect on ~~**April**~~ **March 1, 2025**. Employee required premiums will be deducted one month in advance. For clarity, the deductions taken on the ~~**March**~~ **February, 2025** pay will be for the coverage in effect on ~~**April**~~ **March 1, 2025.**

Participation in the Extended Health Care Plan is a condition of employment. Only employees who have extended health insurance coverage through their spouse will be exempted from participation. The University will not be required to make any payment in lieu of premiums to any employee who is exempt from participation in the Extended Health Care Plan.

Vision Care Plan

The University agrees to contribute fifty (50) percent of the billed rates of premiums for employees participating in the Vision Care Plan in effect on ~~**April**~~ **March 1, 2025.** Employee required premiums will be deducted one month in advance. For clarity, the deductions taken on the ~~**March**~~ **February, 2025** pay will be for the coverage in effect on ~~**April**~~ **March 1, 2025.**

Participation in the Vision Care Plan is a condition of employment. Only employees who have vision care coverage through their spouse will be exempted from participation. Participating members who cancel coverage will not be allowed to rejoin the plan. The University will not be required to make any payment in lieu of premiums to any employee who is exempt from participation in the Vision Care Plan.

For the University	**For the Union**
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Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

(7)

SCHEDULE A: HEALTH AND DENTAL BENEFIT PLAN (IN EFFECT UNTIL ~~MARCH 31, 2025~~ FEBRUARY 28, 2025)

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

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

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

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

SCHEDULE A: EXTENDED HEALTH CARE, DENTAL CARE, AND VISION CARE BENEFIT PLANS (EFFECTIVE ~~APRIL~~ MARCH 1, 2025)

Dental Care Plan

The University agrees to contribute eighty (80) percent of the billed rates of premiums for employees participating in the Dental Care Plan in effect on April 1, 2025. Employee required premiums will be deducted one month in advance. For example, the deductions taken on the ~~March~~ February, 2025 pay will be for the coverage in effect on ~~April~~ March 1, 2025.

March 1 2025 AB

For employees with partial appointments of twenty-five (25) percent or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage of a full-time appointment. It is understood and agreed that employees whose appointments in this bargaining unit are less than 100% pursuant to the operation of Articles 20:08 or 20:09 will not be considered partial appointments for the purposes of the Dental Care Plan.

Participation in the Dental Care Plan is a condition of employment. Only employees who have dental insurance coverage through their spouse will be exempted from participation. The University will not be required to make any payment in lieu of premiums to any employee who is exempt from participation in the Dental Care Plan.

Extended Health Care Plan

The University agrees to contribute seventy-five (75) percent of the billed rates of premiums for employees participating in the Extended Health Care Plan in effect on April 1, 2025. Employee required premiums will be deducted one month in advance. For example, the deductions taken on the ~~March~~ February, 2025 pay will be for the coverage in effect on ~~April~~ March 1, 2025.

March 1 2025 AB

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Participation in the Extended Health Care Plan is a condition of employment. Only employees who have extended health insurance coverage through their spouse will be exempted from participation. The University will not be required to make any payment in lieu of premiums to any employee who is exempt from participation in the Extended Health Care Plan.

Vision Care Plan

March 1, 2025 AB

The University agrees to contribute fifty (50) percent of the billed rates of premiums for employees participating in the Vision Care Plan in effect on April 1, 2025. Employee required premiums will be deducted one month in advance. For example, the deductions taken on the ~~March~~ February, 2025 pay will be for the coverage in effect on ~~April~~ March 1, 2025.

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Participation in the Vision Care Plan is a condition of employment. Only employees who have vision care coverage through their spouse will be exempted from participation. Participating members who cancel coverage will not be allowed to rejoin the plan. The University will not be required to make any payment in lieu of premiums to any employee who is exempt from participation in the Vision Care Plan.

For the University

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For the Union

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Sexual Violence and Sexual Harassment

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

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

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

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

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.

4:05 ~~**The time limit for filing a grievance alleging sexual violence or sexual harassment under this Collective Agreement shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the grievance. The parties may agree to extend the time limit for filing a**~~

~~**grievance in cases where unusual circumstances beyond the employee's control prevented the employee from grieving within the time limit.**~~

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

A Report under the University's Policy on Sexual Violence and Sexual Harassment alleging sexual violence or sexual harassment 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.

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 9:06 and 9:07 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.

4:06 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

4:07 An employee who makes a ~~r~~**R**eport of sexual violence or sexual harassment, **and/or files a grievance alleging sexual violence or sexual harassment,** may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any academic or other penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

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

4:09 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where either the Complainant and or the Respondent are members of CUPE 3902 bargaining units, such bargaining unit employee shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

4:10 In the event that a grievance alleging sexual violence or sexual harassment is referred to arbitration in accordance with Article 10, the Chairperson shall be selected from among the following persons:

Jasbir Parmar
~~**Louisa Davie**~~ **Lindsay Lawrence**
William Kaplan
Laura Trachuk

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

For the University	**For the Union**
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Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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ARTICLE 6: CORRESPONDENCE

6:01 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the **Senior** Executive Director of Labour Relations or designate, ~~**215 Huron Street, 8th Floor,**~~ **439 University Avenue, 22nd Floor,** Toronto, and the Vice Chair of Unit 5, the ~~**Chair**~~ **President** of the Union or the ~~**Chair's**~~ **President's** designate. For purposes of administering this Collective Agreement, wherever Vice-President, ~~**Human Resources & Equity**~~ **People Strategy, Equity & Culture** is referred to, it is understood that a designated representative may be recognized and dealt with in the Vice-President's stead.

For the University **For the Union**

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ARTICLE 9: GRIEVANCE PROCEDURE

Definition

9:01

~~(a)~~ A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

~~**(b) The following shall not be subject to the Grievance Procedure:**~~

~~**(i) the fact of the University's failure to extend a contract beyond its defined end-date; or**~~

~~**(ii) any difference arising out of any hiring decision and/or failure to hire for any position;**~~

~~**Save and except circumstances in which the Union alleges a breach of Articles 4:01, No Discrimination, and/or 21:03, Appointments.**~~

For the University **For the Union**

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ARTICLE 10: ARBITRATION

10:01 If a grievance is not settled at Step 3 (Step 2 for Single Department Faculties), 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.

10:02 The provisions of this article shall be based on the use of a single arbitrator, unless the provisions of Article 10:06 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:

William Kaplan
Russell Goodfellow
Gail Misra
Marilyn Nairn
Eli Gedalof
Laura Trachuk

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.

10:03 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.

10:04 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 the arbitrator may deem just and reasonable which would be consistent with the terms of the Agreement.

10:05 The Parties shall jointly and equally bear the fees and expenses of the arbitrator.

~~**10:06 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 10:02 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 10:01, 10:03, 10:04, 10:07, and 10:08 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.**~~

10:07 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.

10:08 Time limits set forth in this article may be extended by mutual agreement in writing between the Parties hereto.

10:09 An arbitrator may extend the time limits in accordance with Section 48 (16) of the *Ontario Labour Relations Act*.

For the University	**For the Union**
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_____	_____

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ARTICLE 11: LEAVES

Pregnancy Leave

11:01 An employee who has been employed for at least thirteen (13) weeks and who is pregnant 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. Where the University requests the submission of 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, such certificate shall be at the University'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.

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 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.

11:02 In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may begin the leave immediately, but shall notify the employing Department as soon as possible, but no later than **two (2) weeks** ~~ten (10) working days~~ subsequent to the first day of leave; on request and at the University's expense, the employee shall provide a 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, in the event that an employee is unable to provide two (2) weeks' notice, they shall provide notice as soon as they are able do so.**

11:03 The University will pay the lesser of eight hundred (800) dollars or ninety-five (95) percent of salary during the one (1) week waiting period for Employment Insurance benefits, provided that the employee applies for, and receives, Employment Insurance.

For the next ~~fifteen (15)~~ **sixteen (16)** weeks, or until the end of the appointment (whichever comes first), the University will pay the lesser of four hundred (400) dollars or the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of the actual weekly salary which the employee was receiving on the last day worked prior to the commencement of the maternity leave, provided that the employee provides proof that the employee has applied for, and is receiving, Employment Insurance benefits and the amount of those benefits.

The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e., 55%) without regard to any election by the

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

Parental Leave / <u>Adoption Leave</u>

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

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

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

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

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

~~Application for such~~ **Notice of** leave shall be submitted in writing to the employing Department at least two (2) weeks in advance, indicating the date on which the leave is to begin. Parental leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the employee for the first time. Parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of the employee for the first time. **<u>Parental leave has to be started, but does not have to be completed, within this seventy-eight (78) week period.</u>**

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

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

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

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

(A) four hundred (400) dollars per week

or

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

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

Non-Birth Parent Leave

11:05 Upon the birth or adoption of a child, a non-birth parent shall be entitled to up to one (1) week without loss of pay within six (6) weeks of the birth of the employee's child, or the coming of the child into the care, custody and control of a parent for the first time. Such requests shall be made as far in advance as possible. For clarity, this provision is available to any non-birth parent.

Absence from Work for Union Business – Collective Bargaining Meeting

11:06

(a) The University agrees to recognize a bargaining committee composed of no more than five (5) employees in the Bargaining Unit in addition to any other Union or Local executive committee members or Union or Local staff. The

Union shall advise the University in writing of all members of the Union bargaining committee.

(b) It is agreed that attendance at a scheduled collective bargaining meeting with the University is considered work time and each member of the Union bargaining committee from the Bargaining Unit shall be entitled to attend the meeting without loss of pay. Each affected member shall provide the supervisor(s) with as much advance notice as possible.

(c) Without limiting the desirability of providing as much advance notice as possible, employees entitled to leave under this Article shall endeavour to provide a minimum of two (2) working days' notice of the employee's anticipated absence to the employee's supervisor(s)

Absence from Work for Union Business – Grievances

11:07

(a) Where attendance at a grievance meeting or an arbitration hearing unavoidably conflicts with any scheduled work time arising from current employment in this Bargaining Unit, those Union Stewards, Officers, grievors and witnesses whose presence is required shall be entitled to attend without loss of pay. Each affected member shall provide the supervisor(s) with as much advance notice as possible.

(b) Without limiting the desirability of providing as much advance notice as possible, employees entitled to leave under this Article shall endeavour to provide a minimum of two (2) working days' notice of the employee's anticipated absence to the employee's supervisor(s).

Sick Leave

11:08

(a) Employees who are unable to attend work due to illness or injury, shall be granted up to five (5) sick days per contract year, or a pro-rated portion equivalent thereof for any portion of an employee's appointment that is less than twelve (12) months**.** ~~and for employees holding partial or part-time appointments~~.

(b) To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify the supervisor of the employee's absence and expected date of return to work.

(c) Employees may be required to provide a physician's certificate, at the University's expense, upon return to work. All certifications by medical practitioners respecting sickness or injury shall be treated as confidential.

(d) Sick leave credits shall not accumulate from one period of employment to another.

(e) Where an employee is unable to perform duties because of illness or injury for a period beyond the period of paid sick leave, the employee may request sick leave without pay for the period of illness or injury, or the end of the contract, whichever comes first.

Surgery, Hospitalization, and Serious Physical or Mental Illness

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

Accommodation/Return to Work

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

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

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

(c) Where appropriate supporting medical documentation indicates that the employee requires accommodation in order to fulfill the essential duties of their job, a workplace accommodation plan will be developed by Health and Well-being Program and Services in consultation with the employee and the supervisor.

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

Bereavement Leave

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

Compassionate Leave

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

Jury Duty Leave

11:12 Upon written request, supported by a copy of the summons, an employee shall be granted leave without loss of pay of no longer than one (1) week or until the end of the appointment (whichever comes first), to appear for, sit for, or serve jury duty, or Crown witness service, provided that upon return to work the employee shall provide the supervisor with written confirmation of the date(s) and time(s) on which the employee appeared and/or served, signed by an appropriate official of the Court. An employee who requires additional leave to serve jury duty or Crown witness service supported by a summons shall be granted leave without pay for the additional period required or until the end of the appointment (whichever comes first).

Union Conventions

11:13 Subject to the approval of the supervisor(s) concerned, and upon written request submitted at least ten (10) working days in advance, leave of absence without pay shall be granted to not more than two (2) employees at any one time, who may be elected or selected by the Union to attend any authorized labour convention. Such leave of absence is to be confined to the actual duration of the convention and the necessary travelling time. Such leave shall not exceed five (5) working days per year for each employee to whom such leave is granted.

Domestic or Sexual Violence Leave

11:14 Employees are entitled to Domestic or Sexual Violence leave pursuant to the *Employment Standards Act*, 2000. All provisions of the Act pertaining to this leave shall apply. Such leave of absence shall be without loss of pay for up to one (1)

month at the employee's regular rate of pay during the period of the employee's appointment, **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.**

Employees are eligible for such a 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.

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

An employee will give notice that they are taking such a leave and provide any related documentation and correspondence to the Family Care Office.

For the University	**For the Union**
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Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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ARTICLE 15: HEALTH AND SAFETY

15:01 ~~**The Union and the University recognize the right of employees to work in a secure, healthy, and accessible environment. 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 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.

~~**15:02 The University 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 University 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.**~~

~~**15:03**~~

15:02

(a) 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 in accordance with the *Occupational Health and Safety Act*.

(b) The Union shall have the right to elect or appoint **bargaining unit** employees to **Joint Health and Ss**afety committees in areas where they perform duties. Employees appointed or elected to such committees will suffer no loss of pay for fulfilling duties as set out in the Occupational Health and Safety Act, 2011 section 9 (34).

15:03

(a) The number of members appointed by the University to the Joint Health and Safety Committees shall not exceed the total number of worker members on the Committees, including workers represented by the other bargaining units.

(b) During the term of ~~this~~ **the renewal** Collective Agreement, the Union may appoint **up to** four (4) members within the Bargaining Unit to become a certified worker representative**(s)**. Such appointed member**(s)** must be serving on a Joint Health and Safety Committee. In the event that such an appointed member ceases to be a member of the Bargaining Unit, the Union shall be entitled to appoint another employee to become a certified worker representative in the place of such former bargaining unit member. The cost of the certification training programme (Part I, Part II and refresher as required to maintain certification) for the appointed employee**(s)** shall be borne by the University and the time spent in such certification training shall be treated as work time. ~~**The University will first look to provide in-house training through Environmental Health and Safety. If in-house training is not available, the University and the Union will look to a mutually agreed upon provider.**~~

15:04 ~~**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 in accordance with the Occupational Health & Safety Statute Law Amendment Act 2011, c. 11, ss, 1-18, enacted June 1, 2011 where there is an immediate danger to their health and safety or health and safety of others.**~~

The Union shall receive copies of the minutes from JHSC meetings, all committee reports, and investigation reports from all committees. The University shall ensure that these materials are provided as soon as practicable and, in any event, no later than thirty (30) days following receipt of the report by the University. The University shall notify the Union of 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.

(a) **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**.

(c) **It is understood that should there be amendments to the *Occupational Health and Safety Act* that affects employees in the bargaining unit, if requested by the Union the parties will meet to discuss such changes.**

For the University **For the Union**

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

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16:08 The University will pay to the Union on ratification, on 15 May ~~**2018**~~ **2024**, and on 15 May ~~**2019**~~ **2025** the sum of five thousand dollars ($5,000) for the purpose of defraying costs associated with the administration of the Collective Agreement.

For the University	**For the Union**
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ARTICLE 19: POSTINGS

19:01 The Parties acknowledge that Postdoctoral Fellow candidates come to the attention of, and are selected by, potential supervisors through a number of avenues, including direct communication with a candidate(s) and/or with colleagues.

19:02 In the event that the University chooses to post for Postdoctoral Fellow opportunities, the University agrees that a hiring decision will not be made sooner than ten (10) working days after the date of posting. For clarity, this provision shall in no way limit the University's discretion to recruit and hire in accordance with Article 19:01.

19:03 A posted opportunity will, in addition to reasonable locations of the University's choosing, be posted on Department websites and provided electronically to the Union within five (5) working days of being posted. Notices shall be removed from Department websites once the vacancy has been filled.

19:04 A posting will identify the following: description of the area or topic of research, remuneration, supervisor and academic unit, date of posting and application deadline, start date and duration of the appointment, required qualifications, the application procedure, and any documentation required for application (*e.g., CV, references, publications, etc.*).

All postings shall include an employment equity statement inviting all qualified applicants to make application.

All postings shall include the following statement: "Employment as a Postdoctoral Fellow at the University of Toronto is covered by the terms of the CUPE 3902 Unit 5 Collective Agreement."

All postings shall include the following statement: "The normal hours of work are 40 hours per week for a full-time postdoctoral fellow (pro-rated for those holding a partial appointment) recognizing that the needs of the employee's research and **professional development** ~~training~~ and the needs of the supervisor's research program may require flexibility in the performance of the employee's duties and hours of work." If it is known at the time of posting that the supervisor will regularly require evening or weekend work, this will be indicated in the posting.

19:05 All applicants who apply in response to a posting under this Article shall be advised in writing of the outcome of their applications within ten (10) working days after the receipt in the Department of employment of the written acceptance of the position by the successful candidate.

For the University	**For the Union**
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ARTICLE 20: HOURS OF WORK

20:01 The normal hours of work shall be forty (40) hours per week (pro-rated for those holding a partial appointment), recognizing that the needs of the employee's research and **professional development** ~~training~~ and the needs of the supervisor's research program may require flexibility in the performance of the employee's duties and hours of work over the course of a monthly pay period.

20:02 No employee shall be required by a supervisor to work more than **forty-four (44)** ~~fifty (50)~~ hours in any one (1) work week or more than one hundred and seventy-three (173) hours in any monthly pay period.

20:03 An employee must obtain advance written approval from the supervisor to be paid for hours of work in excess of one hundred and seventy-three (173) in any monthly pay period.

20:04 If an employee complies with Article 20:03, the employee will be entitled to either overtime pay or compensatory time off in lieu of overtime pay. Such overtime pay shall be calculated at a rate of 1.5 hours for every additional hour worked.

20:05 When an employee requests compensatory time off in lieu of overtime pay in accordance with 20:04 above, the employee will discuss this request with the supervisor and time in lieu will be taken on date(s) mutually agreeable to the supervisor and employee and not later than six (6) months following the pay period in which the time was earned and prior to the end of the employee's contract. In the event agreement cannot be reached, the employee shall be compensated in accordance with Article 20:04.

20:06 Employees shall submit to the Business Officer designated by the supervisor, in writing, no later than the first working day of the week, the number of hours the employee worked in the previous week. If the employee fails to do so, the hours worked for the previous week shall be deemed to be forty (40), or the regular weekly hours of work if the employee holds a part-time appointment unless the supervisor has authorized overtime pursuant to Article 20:03.

20:07 If a supervisor approves an employee's attendance at a conference, seminar or workshop, time spent travelling to and from such events and time spent attending such events shall be deemed to be part of the employee's normal hours of work in accordance with Article 20:02 and shall not result in overtime compensation in accordance with Article 20:04. It is the mutual responsibility of the supervisor and the employee to make necessary adjustments to the employee's schedule such that the hours of work fall within one hundred and seventy three (173) per monthly pay period in accordance with Article 20:02, unless advance written approval for overtime has been granted in accordance with Article 20:03.

20:08 The Parties recognize that some postdoctoral fellowships may include teaching as a component of the overall fellowship which shall be communicated as part of the initial engagement, notwithstanding that such teaching when conducted by postdoctoral fellows is not covered by this Collective Agreement.

The Parties recognize that supervisors and employees may reach an agreement to include teaching as a component of the overall fellowship during the course of employment as a postdoctoral fellow that is subsequent to the initial engagement. In those cases in which supervisors and employees reach such an agreement, a revised letter of offer will be issued to the employee stipulating the

teaching component, notwithstanding that such teaching when conducted by postdoctoral fellows is not covered by this Collective Agreement.

When teaching forms part of the overall fellowship, the employment in this Bargaining Unit will be understood to be on a part-time or partial basis for the purpose of this clause. It is further understood that, **in these cases,** the total regular hours of work including both teaching employment and fellowship employment shall not exceed one hundred seventy three (173) hours of work per monthly pay period in accordance with Article 20:02.

The Parties further recognize that supervisors and employees may reach an agreement that teaching shall be additional to the overall fellowship during the course of employment as a postdoctoral fellow. In those cases in which supervisors and employees reach such an agreement, the employment in this Bargaining Unit may continue to be on a full-time or non-partial basis for the purpose of this clause. It is further understood and agreed that, if the total regular hours of work including both teaching employment and postdoctoral fellowship employment exceed one hundred seventy three (173) hours of work per monthly pay period as a result of the teaching employment, then the remuneration for the teaching employment shall be inclusive of overtime premium if any.

The University will provide to the Union a list of appointments made under 20:08 on an annual basis.

20:09 Except where teaching is made part of the overall fellowship in accordance with Article 20:08, an employee may accept a teaching position at the University of Toronto in recognition of the required flexibility in research and **professional development** ~~training~~ in Article 20:01. Employees may accept teaching positions at the University of Toronto provided that no duties related to the teaching position (e.g., preparation, office hours, marking/grading, lectures, tutorials, etc.) occur during normal hours of work for the postdoctoral fellow unless otherwise agreed to with the supervisor and also provided that the postdoctoral fellow agrees with the supervisor to an appropriate adjustment, if any, in the hours of work and, where appropriate, remuneration so as to ensure that the employee's regular total hours of work do not exceed one hundred seventy three (173) hours per monthly pay period in accordance with Article 20:02.

If no duties related to the teaching position (e.g., preparation, office hours, marking/grading, lectures, tutorials, etc.) occur during normal hours of work for the postdoctoral fellow, then no adjustment in the hours of work or remuneration for the postdoctoral fellowship employment shall be required. If the total regular hours of work including both teaching employment and postdoctoral fellowship employment exceed one hundred seventy three (173) hours of work per monthly pay period as a result of the teaching employment, then the remuneration for the teaching employment shall be inclusive of overtime premium if any.

For the University **For the Union**

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ARTICLE 21: APPOINTMENTS

21:01 Appointments shall be for periods of at least twelve (12) months in circumstances where funding has been secured save and except the following:

a) Funding is for a period of less than twelve (12) months;
b) Employee is available for a period of less than twelve (12) months;
c) Supervisor is available for a period of less than twelve (12) months;
d) Research project is expected to conclude in a period of less than twelve (12) months;
e) Any circumstances arising from conditions that are beyond the University's control (e.g., immigration, required permits and protocols, availability of research infrastructure, etc.).

21:02 Unless otherwise indicated, it is understood that the employment relationship will end on the last day of the contract as indicated in the letter of offer. In such cases, no additional notice is required.

Notwithstanding the foregoing, a Postdoctoral Fellow shall receive written confirmation of the termination of their contract within ~~six (6) weeks~~ two (2) months of the contract end date (unless otherwise informed by their supervisor that their contract will be renewed).

21:03 ~~**Both the**~~

~~**and**~~ **T**he University may terminate the employment relationship early by providing three (3) months written notice. The University retains the discretion to provide the equivalent of three (3) months' salary in lieu of working notice. The Union will be informed without undue delay of early terminations made by the University pursuant to this clause.

In the event an employee is terminated in accordance with this clause, the University shall provide the reason for such early termination to the employee.

Where a Postdoctoral Fellow **terminates their employment prior to the contract end date, the Postdoctoral Fellow shall provide as much advance notice as practicable to the University.**

~~**Early terminations in accordance with this Article are not subject to the grievance and arbitration procedure outlined in Articles 9 and 10.**~~

21:04 The maximum duration of a Postdoctoral Fellow employment contract including all renewals is six (6) years.

21:05 Once in each contract year, the Union shall be entitled to request by letter to the Executive Director of Labour Relations a copy of all letters of offer for active Bargaining Unit employees in not more than three (3) Departments. Upon

receiving this request, the University will provide the Union with copies of those letters with fifteen (15) working days. The Union agrees to keep the contents of these letters confidential.

21:06 At the request of an Employee nearing the end date of an appointment, a meeting shall be held between the Employee and their Supervisor.

For the University	**For the Union**
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Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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ARTICLE 23 – GENERAL

Courses,~~/~~Training and Orientation

23:01

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

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

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

(d) ~~In each calendar year,~~ The University shall conduct Orientation open to all Postdoctoral Fellows once in the Fall term, once in the Winter term, and once in the Summer session. These Postdoctoral Fellow Orientations shall be during the normal hours of work without loss of regular pay. A Union Representative shall be invited to attend, and will have the right to speak to the employees for a period of thirty (30) minutes.

Office, Research, and Laboratory Facilities

23:02

(a) 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 work and with the use of such other facilities and equipment as are required for the performance of their duties. This may include such books, laboratory equipment**, computers, chairs,** and the use of such materials as are deemed by the supervisor to be necessary for the performance of their duties. Any such materials shall remain the property of the University.

(b) Employees will be extended library and internet access.

(c) Employees shall have the right to use photocopy equipment on the same basis as other members of the staff in their Department of employment as required for the performance of their assigned duties.

For the University	**For the Union**
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University of Toronto
March 3, 2024
University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

ARTICLE 27: PROFESSIONAL DEVELOPMENT

27:01 In each year of the ~~**2017-2019**~~ **2023-2025** collective agreement, Postdoctoral Fellows will be entitled to take ~~**three (3)**~~ **four (4)** days off work without loss of pay per year of active employment (or part thereof pro-rated in half-day increments) to attend conferences, courses, or pursue any other activities that help advance their professional and/or general career development. Scheduling of such days must be requested by the employee as far in advance as practicable and must be approved by the supervisor.

An employee may make a request to the employee's supervisor for pay in lieu (pay for a 100% FTE employee would be calculated on the basis of 2080 hours/year in order to calculate the hourly rate and then 8 hours/day for calculation of the pay in lieu) of some or all of the **four** ~~**three**~~ days off work provided for in this article in order to defray expenses related to the employee attending such conferences, courses or other activities that help advance their professional and/or general career advancement. Approval of any such request ~~**is at the sole discretion of the supervisor and shall not be subject to the grievance and/or arbitration provisions of the Collective Agreement.**~~ **shall be subject to financial and operational considerations of the employee's supervisor.**

27:02 An employee who is requested by their supervisor to participate in workshop(s) or attend conference(s) in their area of expertise shall be reimbursed for travel and accommodation expenses incurred for these activities.

27: 03 With prior approval from their supervisor, an employee may be reimbursed for additional professional development expenses up to a maximum of ~~$350~~ $500 per year of the employee's contract. Approval of such reimbursements shall not be unreasonably withheld.

Professional Activities and ~~Individual~~ Development Plan

27:02 A~~n~~ ~~individual~~ **professional activities and** development plan **(PADP)** ~~(IDP)~~ provides a planning process that identifies the Postdoctoral Fellow's general individual research goals, professional development, and career objectives. Postdoctoral Fellows may use a~~n~~ **PADP** to share their goals and objectives with their supervisor and clarify the connection with the supervisor's own research goals. In the event the Postdoctoral Fellow desires a written **PADP** ~~IDP~~, the Postdoctoral Fellow may submit a written draft of the **PADP** ~~IDP~~ to the supervisor for discussion and the supervisor will review the **PADP** ~~IDP~~ and share knowledge about available development opportunities. The **PADP** ~~IDP~~ may be revisited as needed throughout the course of the appointment.

Progress Assessments

27:03 Where a written **Professional Activities and** ~~Individual~~ Development Plan has been developed in accordance with this Article, the employee and the supervisor will meet approximately semi-annually thereafter to discuss the progress made by the employee in accordance with the **PADP** ~~IDP~~. Upon request from an employee with a written **PADP** ~~IDP~~, and not more than once annually, the supervisor shall prepare a written evaluation of the employee's research progress and professional development including with reference to the written **PADP** ~~IDP~~ developed in accordance with this Article.

For the University **For the Union**

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

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ARTICLE 28: TERM OF AGREEMENT

28:01 This Agreement shall continue in full force and effect until December 31, ~~**2022**~~ **20256**~~**6**~~, 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.

For the University	**For the Union**
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MEMORANDUM OF AGREEMENT

WITHOUT PREJUDICE OR PRECEDENT

BETWEEN:

THE UNIVERSITY OF TORONTO (the "University")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902 – UNIT 5 (the "Union")

Re: Development and Special Circumstances (DSC) Fund

WHEREAS a new $25,000 per year Development and Special Circumstances (DSC) Fund to be held and administered by the University was negotiated and agreed as part of the 2020-2022 renewal collective agreement;

AND WHEREAS in accordance with the 2020-2022 renewal collective agreement the parties will mutually agree on the criteria for disbursement of the DSC Fund to eligible employees in the bargaining unit;

AND WHEREAS the parties are desirous of fully and finally resolving any issues that were raised or could have been raised in this regard;

WITHOUT PREJUDICE OR PRECEDENT, the parties agree as follows:

1. The criteria for disbursement of the DSC Fund is mutually agreed between the parties as set out in Appendix A attached to this Memorandum.

2. The parties agree that this agreement 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.

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

4. This Memorandum of Settlement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall constitute one and the same agreement. This agreement may be executed by original signatures transmitted by facsimile, emailed PDF, JPG, or similar format, or by an email in which the text confirms that the party accepts and intends to be bound by the terms of the Memorandum and the Memorandum is attached to the email.

For the University:

Jan. 7, 2021

DATE

For the Union:

22 December, 2020

DATE

Appendix A
Development and Special Circumstances (DSC) Fund – Criteria for Disbursement of Funds to Eligible Employees in the Bargaining Unit

Purpose

Persons employed as Postdoctoral Fellows (PDFs) registered with the School of Graduate Studies (SGS), upon providing receipts and other required documentation to the University, may submit an online application requesting this fund to cover the following expenses incurred in the same fund year:

- Special Circumstances: Expenses incurred for unanticipated circumstances which may cause financial hardship
- Development: Professional development expenses that are not covered by the supervisors. Examples include expenses incurred for presentation of a poster at a conference or paying registration fee etc.

Fund Year and Amount:

Fund Year	Fund Amount
January 1, 2020 to December 31, 2020	$25,000.00
January 1, 2021 to December 31, 2021	$25,250.00
January 1, 2022 to December 31, 2022	$25,502.50

Maximum Annual Application Amount:

- Special Circumstances: $500
- Development: $250
- Total per PDF per fund year: $750

Application Review and Approval

- A joint committee of the University and the Union (three to four members from each side) to meet as frequently as required and mutually agreed by the parties or once in a quarter to review and approve applications
- Funds to be disbursed within 30 days after approval

Data Sharing

- Joint committee of the University and the Union (three to four members from each side) to meet annually in April to review fund criteria for the current or next fund year and fund utilization for the prior fund year.
- 2020 fund year application submission period to open January 11, 2021 and close March 31, 2021

~~UNPUBLISHED~~ LETTER OF UNDERSTANDING: TEACHING OPPORTUNITIES FOR POSTDOCTORAL FELLOWS

The parties acknowledge their mutual interest in encouraging and supporting teaching and research excellence and recognize the contributions of Postdoctoral Fellows to the University of Toronto. The University recognizes the need to support Postdoctoral Fellows engaging in professional preparation for academic careers, which may include teaching endeavours.

Further to the provisions in **Article 20:08 and** Article 20:09 of the Collective Agreement**, ~~which requires employees accepting teaching positions to "agree with their supervisor "to an appropriate adjustment, if any, in the hours of work and, where appropriate, remuneration so as to ensure that the employee's regular total hours of work do not exceed one hundred seventy three (173) hours per monthly pay period in accordance with Article 20:02,"~~** it is understood and agreed that CUPE 3902 will not entertain or file a grievance under either the Unit 1 or the Unit 5 Collective Agreement, or proceed to arbitration under either Collective Agreement, or file a complaint pursuant to the *Employment Standards Act* in respect of any matter pertaining to overtime payments in any way related to or arising directly or indirectly from the appointment of the employee to a teaching position in accordance with **Article 20:08 and/or** Article 20:09 of this Collective Agreement and the relevant provisions of the CUPE 3902 Unit 1 Collective Agreement unless the Unit 5 supervisor requires work beyond either one-hundred seventy-three (173) hours in a monthly pay period or whatever lower hours are agreed to between the supervisor and employee in accordance with **Article 20:08 and/or** Article 20:09.

For clarity, teaching opportunities which do not require the postdoctoral fellow to perform any duties related to the teaching position during normal hours of work for the postdoctoral fellow and which do not result in the employee's regular total hours of work exceeding one hundred seventy three (173) hours per monthly pay period do not require the approval of the supervisor.

For further clarity, it is understood and agreed that any remuneration paid to a postdoctoral fellow for any teaching employment covered by the CUPE 3902 Unit 1 Collective Agreement shall be inclusive of overtime premium if any.

For the University	**For the Union**
_____	_____
_____	_____

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

University of Toronto
March 1, 2024

The University and the Union agree to RENEW, AMEND or DELETE as specified below the following Letters of Agreement/Understanding/Intent for the term of the renewal Collective Agreement:

- Joint Letter of Intent: Arbitration – RENEW
- Joint Letter of Intent: Duplicate Provisions – RENEW
- Article 24: Union Office Space – RENEW
- Letter of Intent: Stewards – RENEW
- Letter of Intent: Professional Development – RENEW
- Letter of Intent: Letters of Offer – RENEW
- Letter of Intent: Sustainability Committee – RENEW
- Letter of Understanding: Domestic Violence – RENEW
- Letter of Intent: Labour Management Committee Discussions – **AMEND**
- Letter of Understanding: Leaves of Absence – RENEW
- Letter of Intent: Access to University Resources – RENEW
- Letter of Agreement: Impact of Employment Insurance Legislative Changes – RENEW

For the University	**For the Union**
_____	_____
_____	_____

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LETTER OF INTENT: LABOUR MANAGEMENT COMMITTEE DISCUSSIONS

~~**January 16, 2020**~~ **DATE**

During the ~~**2019-20**~~ **2023-2025** round of collective bargaining, the Union raised concerns regarding the support and resources available to assist in the facilitation of employee relocations. The parties agree to discuss these concerns at a Labour Management Committee meeting.

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

For the University	**For the Union**
_____	_____
_____	_____

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