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 1
(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, 2024 to December 31, 2026.

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 58 are incorporated.

FOR THE UNIVERSITY

[Signature]

FOR THE UNION

[Signature]
DATED AT TORONTO THIS 4TH DAY OF MARCH 2024
ACROSS THE BOARD (ATB) WAGE INCREASES

1. All classifications in ARTICLE 26: SALARIES shall be increased by 9% effective January 1, 2024

2. All classifications in ARTICLE 26: SALARIES shall be further increased by 2% effective January 1, 2025

3. All classifications in ARTICLE 26: SALARIES shall be further increased by 1.8% effective January 1, 2026

   - All employees actively employed in the bargaining unit on the date of ratification shall receive a 9% pay increase retroactive to January 1, 2024, in accordance with item 1 above.

4. NEW: Premium of $1 per hour worked on Saturdays and/or Sundays for Assistant Invigilators, Chief Presiding Officers, and Invigilators – Services to a Persons with a Disability.

5. Retroactive to January 1, 2024, a one-time special adjustment to the Course Instructor full course rate after the 9% ATB is applied, from $17,750.67 to $18,188.26 (an increase of $437.59 for a full “Y” course, $218.80 for a half “H” course).

6. Effective May 1, 2024, the additional stipend set out in Article 17:01(b) shall also apply to each new appointment of a Course Instructor for a new course not previously taught by that Course Instructor.

SCHEDULE A: CUPE 3902 Unit 1 Health Plan

1. The University will remove the $3.2 Million cap per plan year and assume the full liability for the CUPE 3902 Unit 1 Health Plan.

2. Effective April 1, 2024, the eligibility threshold will be reduced from 30 hours to 15 hours worked per academic year.

3. Effective April 1, 2024, increase the mental health benefit coverage as follows:

   - Psychologist, Master of Social Work, or Psychotherapist from $2,500 to $5,000 per year.

4. Effective on April 1, 2024, increase the vision care benefit as follows:

   - From $225 to $300 per twenty-four (24) months.

5. Effective on April 1, 2024, increase the maximum for physiotherapy by up to 66%, from $600 to $1,000 per year.
7. Improve the Pregnancy and Parental/Adoption Leave benefit to provide for a consistent and equitable 4 months of paid leave as set out in Schedule X: Extended Pregnancy and Parental/Adoption Leave Benefit.

8. Increase HCSA for Plan B by $200, i.e., from $300 to $500 Single and from $600 to $800 Family.

9. The University agreed to provide and administer a Child Care Benefit Plan for bargaining unit employees for child care expenses incurred effective January 1, 2026, subject to the Letter of Intent: Child Care Benefit Plan and Working Group (see attached letter).

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP)

- Access to the Employee and Family Assistance Program (EFAP) will continue to be provided throughout the term of this renewal collective agreement.

LETTER OF INTENT: Calculation

1) Effective September 2024, no more than $7,500.00 of bargaining unit work may be included in the calculation of base funding amounts.

2) Effective September 2025, no more than $7,200.00 of bargaining unit work may be included in the calculation of base funding amounts.

3) Effective September 2026, no more than $6,900.00 of bargaining unit work may be included in the calculation of base funding amounts.

4) Effective September 2024, bargaining unit work may not comprise more than 50% of any graduate funding package exclusive of tuition and student fees.

JOB SECURITY

New Article 16:0X Subsequent Appointments for SGS I Masters and Undergraduate student employees.

ARTICLE 17: EMPLOYMENT TRAINING

- Provide an additional two (2) hours of work-related paid training for Teaching Assistants and Course Instructors per academic year in which the Teaching Assistant or Course Instructor holds at least one appointment.
ARTICLE 25: EMPLOYEE FINANCIAL ASSISTANCE FUND

- The University will pay the Union by May 15, 2024, the amount of $3,400,000
- The University will pay the Union by May 15, 2025, the amount of $3,536,000
- The University will pay the Union by May 15, 2026, the amount of $3,677,440

ARTICLE 27: GENERAL

- The University will increase the amount paid to CUPE 3902 from $10,000 to $15,000 per month, towards the rental of office space.

ARTICLE 7: UNION SECURITY

- The University will pay to the Union by the 15th of May of each year an amount equivalent to the salary of twelve (12) Course Instructors for a "Y" course for the purpose of the costs associated with the administration of the Collective Agreement.

For the University

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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.
### CUPE 3902 Unit 1

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<th>Position</th>
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ARTICLE 5: INVESTIGATIONS

5:01

(a) In all instances where any complainant comes forward either through CUPE (including through the grievance procedure) or directly to the University with allegations under one or more of the University policies listed below, against a respondent who is in a supervisory role with respect to the complainant:

- Workplace Harassment Program,
- Workplace Violence Program,
- Policy on Sexual Violence and Sexual Harassment

and participates in a University investigation, the University will assess whether to remove the complainant from the respondent's supervision until the investigation has concluded. The University will also assess other measures to protect the complainant, such as modifying operational or communication workflows, or the introduction of an intermediary, which would be more appropriate in the circumstances.

(b) Further, the University will assess whether measures are required to protect the well-being of other bargaining unit employees such as witnesses or other employees reporting to the respondent.

(c) In making such assessments, the University will consider factors including but not limited to the following:

- The nature of the allegations
- Any power differential between the respondent and the complainant/others referenced in paragraph (b)
- The reported well-being of the complainant, respondent, and others referenced in paragraph (b)
- Contextual factors and vulnerabilities arising from the specific teaching, learning, and working environment
- Procedural fairness and due process

(d) Based on the assessments as set out above, the University will implement the measures it has determined are appropriate.

(e) For clarity, Article 4:11 - No Reprisals explicitly applies to all bargaining unit members engaged in the procedures described above.
For the University

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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.
The University will pay to the Union by the 15th of May of each year an amount equivalent to the salary of six (6) twelve Course Instructors for a "Y" course for the purposes of the costs associated with the administration of the Collective Agreement.

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.
ARTICLE 16: APPOINTMENTS

Job Posting

16:01
(a) Departments shall announce positions to be filled in accordance with the following timelines:
   - on or before June 30th for course(s) commencing in September;
   - on or before October 31st for course(s) commencing in January; and
   - on or before March 15th for all course(s) in the Summer term

In the event that a Department has not met the deadlines prescribed above, email notification of any late postings shall be provided to the Union and on the Department website stipulating the anticipated date on which postings will be available.

Notices of vacancies shall be posted on the Union (Article 27:02) bulletin boards, on Department websites and listservs, such other locations as are deemed appropriate and, the centralized, electronic system for posting bargaining unit positions. Such notices shall remain posted for at least fifteen (15) working days before such positions may be filled; however, in the event that a position becomes vacant unexpectedly (examples include, but are not limited to, an unanticipated change in course enrolment or funding; or as a result of circumstances in which the person originally selected elects not to take up the position, or is subsequently unable to fulfill the position because of illness, incapacity, death or resignation), such position may be filled after posting for fewer than fifteen (15) working days, but not fewer than two (2) working days. In such cases, the Department will make best efforts to post for as long as is practicable.

Each job posting shall indicate:

1) the title and number of courses where positions are expected to be available;
2) an estimate of the number of positions available;
3) an estimate of the course enrolment;
4) hours of work per position
5) dates of appointment, including class and tutorial/lab schedules if known;
6) for Course Instructor positions, an estimate of hours of the TA support;
7) salary;
8) qualifications, including minimum threshold and/or preferred qualifications where available;
9) the application procedure including the closing date for applications;

10) a brief description of the duties and responsibilities, including whether any duties known at the time of posting are remote/hybrid (it will be noted if the duties are known at the time of posting to be other than in person);

11) if the position involves leading tutorials, or laboratories/practicals;

12) for Teaching Assistants: a statement of whether the need to acquire experience or previous experience is the more relevant criterion in respect of the posted position; or for Course Instructors: a statement of whether the need to acquire experience or past teaching experience is the more relevant criterion in respect of the posted position;

13) An employment equity statement inviting all qualified applicants to make application.

14) The job posting will include a link/contact with instructions on how to access accommodations during the application and hiring processes, and throughout the duration of the appointment.

All postings shall include the following statement: “This job is posted in accordance with the CUPE 3902 Unit 1 Collective Agreement.” Furthermore, all postings shall include the following statement: “Candidates who are members of Indigenous, Black, racialized and 2SLGBTQ+ communities, persons with disabilities, and other equity seeking groups are encouraged to apply, and their lived experience shall be taken into consideration as applicable to the position.”

It is understood that some announcements of vacancies are tentative, pending final course determinations and enrolment. Job postings shall contain a standardized statement that the position will require regular attendance at the campus on which the job is located unless the work is intended to be performed remotely or in another location in which case that other location will be specified on the posting.

(b) A sole responsibility instructor position (see definitions - Article 29:07) may be posted to the bargaining unit or not at the sole discretion of the hiring Department, but no member of the bargaining unit shall be appointed to such a position except by the School of Continuing Studies, unless the position has been posted to the bargaining unit.

An electronic copy of each job posting or the link to the posting itself shall be sent by electronic mail to the Union at the time of posting.

Departmental Funding Practices

16:02

(a) Departmental funding practices will be published and an electronic copy will be sent to the Union. Such funding practices do not form part of this
Collective Agreement, and are therefore not subject to the grievance and arbitration procedures of the Collective Agreement (Articles 14 and 15), except as otherwise stated. However an alleged failure to publish such funding practices would be subject to the grievance and arbitration process. In the event that a Department alters its funding practices, the Employer shall publish such alteration. The University agrees that Departmental funding practices shall, with respect to the University's graduate student funding policy, reflect the normal practice in the Department, including the amount of bargaining unit work that forms part of the base funding package and/or the planned variation in the amount of bargaining unit work according to year in programme.

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

Hiring Criteria – Teaching Assistants

16:03

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

In considering applicants who possess the minimum threshold qualifications required for a posted position, hiring criteria shall be: academic qualifications, the need to acquire experience, previous experience and, for continuing students, previous satisfactory employment under the provisions of this Collective Agreement.

Each individual job posting shall list all the hiring criteria. Each applicant who possesses the minimum threshold qualifications for the posted position shall be assessed by the hiring Department against the hiring criteria in a consistent manner. Further, each posting shall state whether the need to acquire experience or previous experience is the more relevant criterion in respect of that posted position.

In deciding between two relatively equal candidates, the Employer shall hire the candidate with the greater previous experience. The assessment of “previous experience” may include both academic and non-academic teaching and work experience, as deemed relevant to the position.
Candidates who are members of Indigenous, Black, racialized and LGBTQ2S+ 2SLGBTQ+ communities, persons with disabilities, and other equity seeking groups are encouraged to apply, and their lived experience shall be taken into consideration as applicable to the position.

Hiring decisions shall not be based on the consideration or assessment of criteria not listed above.

This article shall not be used to prevent a Department from appointing a graduate student as a teaching assistant if the graduate student has not already been employed as a teaching assistant at the University.

Hiring Criteria – Course Instructors

(b) In considering applicants who possess the minimum threshold qualifications for a posted position, hiring criteria shall be: academic qualifications, the need to acquire experience, past teaching experience, and previous satisfactory employment under the provisions of this Collective Agreement.

Each individual job posting shall list all the hiring criteria. Each applicant who possesses the minimum threshold qualifications for the posted position shall be assessed by the hiring Department against the hiring criteria in a consistent manner. Further, each posting shall state whether the need to acquire experience or past teaching experience is the more relevant criterion in respect of that posted position.

In deciding between two relatively equal candidates, the Employer shall hire the candidate with the greater previous experience. The assessment of “previous experience” may include both academic and non-academic teaching and work experience, as deemed relevant to the position.

Candidates who are members of Indigenous, Black, racialized and LGBTQ2S+ 2SLGBTQ+ communities, persons with disabilities, and other equity seeking groups are encouraged to apply, and their lived experience shall be taken into consideration as applicable to the position.

Hiring decisions shall not be based on the consideration or assessment of criteria not listed above.

This article shall not be used to prevent a Department from appointing a senior doctoral student or a postdoctoral fellow to teach as a sole-responsibility instructor if that senior doctoral student or postdoctoral fellow has not already taught as a sole-responsibility instructor.
Assistant Invigilators

16:04 The Employer may employ assistant invigilators to help faculty and/or bargaining unit members assigned to the course in conducting tests and examinations where there are not enough bargaining unit members assigned to the course available to fulfill the duties.

Where assistant invigilators are anticipated to be required, a notice will be posted online at least once per academic session to create a roster of eligible individuals who will be selected based on their availability to invigilate as required and/or as opportunities become available.

Where and to the extent that invigilation is required, teaching assistants assigned to the course must be assigned and must carry out invigilation as part of their duties. Where additional assistance may be required, one (1) or more assistant invigilators may be hired.

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

Save this article, only the following articles apply to this group of employees: Article 1, General Purpose; Article 2, Recognition; Article 3, Reservation of Management Rights; Article 4, No Discrimination; Article 5, Personal Harassment; Article 6, No Strikes and No Lockouts; Article 7, Union Security; Article 8, Information to Employees; Article 9, Correspondence; Article 11, Labour/Management Relations; Article 13, Progressive Discipline; Article 14, Grievance Procedure; Article 15, Arbitration; Article 16:07 (b), and 16:07 (d), Hours of Work, and 16:07 (e); Article 16:09 (c), Duties – Assistant Invigilators; Article 20:12, Sick Leave; Article 21, Holidays; Article 26, Salaries; Article 28, Health and Safety.

Notice of Appointment

16:05 All applicants shall be advised in writing of the outcome of their applications at the earliest possible date. All applicants for regularly posted positions shall receive such notification

on or before August 7th for course(s) commencing in September;
on or before December 7th for course(s) commencing in January; and
on or before April 22nd 15th for all course(s) in the Summer term.

Where a position which has been offered is withdrawn before the offer has been accepted, the Department shall endeavour to offer a position of an equivalent or greater number of hours to the affected applicant.
Subsequent Appointments SGS II and PhD and Doctor of Musical Arts students

16:06 Definition: for the purpose of interpreting this article, an “appointment” consists of all hours of work an employee is employed to fulfill in the employing Department in an academic session. For clarity, an appointment may be comprised of one or more positions in either a Department or a tri-campus Department.

(1.a) For Departments offering courses on a term or sessional basis, the first appointment extended to a Ph.D. student or Doctor of Musical Arts Student enrolled in the School of Graduate Studies of the University of Toronto shall consist of an initial appointment not to exceed one (1) academic session in length and, in subsequent academic sessions, second, third, fourth, fifth, and sixth appointments which shall also not exceed one (1) academic session in length. Such appointments shall be at least thirty-five (35) hours.

(1.b) For Departments offering courses on a term or sessional basis, after the sixth contractually obligated appointment set out in paragraph (1.a) above, Ph.D. students or Doctor of Musical Arts students will have the right to additional appointments of at least seventy (70) hours per academic year.

(1.c) For Departments offering courses on a term or sessional basis, the first appointment extended to an SGS II Masters student (full-time students enrolled in the third or greater year of a Masters' program are eligible to receive the SGS II rate of pay) enrolled in the School of Graduate Studies of the University of Toronto shall consist of an initial appointment not to exceed one (1) academic session in length and, in a subsequent academic session, a second appointment which shall also not exceed one (1) academic session in length. Part-time students shall be considered SGS II students only once they have completed the equivalent of two (2) full-time years of study.

(1.d) Where an employee is employed in more than one (1) Department, only the employing Department in which the employee had the greater(est) number of hours shall be required to provide a contractually obligated appointment.

(1.e) Employees who transfer from a Masters' to a Ph.D program during the term of their appointment will be treated as Masters students for the purposes of 16:06.

(2.a) Timing of the Subsequent Appointment(s): Where an employee’s first appointment is in a Fall/Winter academic session, the employee’s subsequent appointments shall normally occur in consecutive Fall/Winter sessions immediately subsequent to the academic session in which the employee was employed on their initial appointment. Where an employee’s first appointment is in a Summer academic session, the employee’s
subsequent appointments shall normally be in consecutive Summer academic sessions immediately subsequent to the academic session in which the employee was employed on their initial appointment. Where an employee's initial appointment is in the Summer academic session, the employee's remaining subsequent appointments shall be transferred to the Fall/Winter academic session upon request of the employee, provided the employee makes the request by May 15.

(2.b) Once during the course of an employee's employment in the bargaining unit, an employee shall have the right to defer a subsequent appointment.

Upon written request of the employee, further deferrals of subsequent appointments (i.e., delaying an appointment to a non-consecutive academic session) shall be granted in the event that such a request is based on academic program requirements (e.g., travel for the purpose of field work).

Where such a request is made for any other reason(s), the department shall give due consideration to the request.

An employee shall have the right to make the decision to defer up to August 15 for the Fall/Winter session and April 15 for the Summer session.

(2.c) Where an employee is on an approved leave of absence as defined by the School of Graduate Studies' Leave of Absence policy and is ineligible to work in the bargaining unit, the employee's subsequent appointment shall be held in abeyance pending the employee's return from such leave. The abeyance period shall not be considered a deferral for the purposes of Article 16:06 (2.b).

(3) Nature of the Subsequent Appointment(s): Shall be determined by the employing Department and conveyed to the employee as soon as possible and in any event no later than July 31 for the Fall/Winter session and March 31 for the Summer session.

(4) Allocation of Hours of the Subsequent Appointment(s): Hours for the second, third, fourth, fifth, and sixth contractually obligated appointments shall be:

i. at least equal to the total number of hours of the initial appointment, or the second appointment, if greater, within the hiring Department in which the employee had the larger(est) initial appointment up to a maximum of one (1) regular appointment, as defined in Article 16:07; additional hours, if any, worked in any other Department are not included in determining the minimum obligation for hours of subsequent appointment(s).
ii. for employees with at least thirty-five (35) hours in the initial or second appointment, a minimum of seventy (70) hours in total per remaining subsequent appointments.

(5) **Notice of the Subsequent Appointment(s):** No later than April 30th for the Fall/Winter session, or January 15th for the Summer session, the employing Department shall request, in writing, confirmation of the employee’s intention to take up the employee’s next contractually obligated appointment in that session and, if the individual does intend to take up such appointment, to indicate any preferences. The employing Department will give these preferences due consideration in assigning the appointment. Such notice to the employee shall also include the number of hours in the subsequent appointment, and the number of subsequent appointments and deferrals remaining. An employee commencing either the fifth or sixth contractually obligated appointment shall have the one-time-only right to continue as a teaching assistant in the course in which they were employed in the previous year. The employee’s written response must be received by the employing Department within twenty (20) working days of the date of the Department’s request.

Where an employee has been assigned a Course Instructorship, the employee may request an alternate assignment to a Teaching Assistant position within two (2) working days of being notified. Requests will be given due consideration and may be granted at the sole discretion of the Chair. Where the request is granted, best efforts will be made to offer an alternate assignment that is at least equal to the minimum obligation of hours of the subsequent appointment. It is understood that there is no guarantee that the minimum obligation of hours of the subsequent appointment will be fulfilled in these circumstances.

The employing Department shall not assign a sole-responsibility Course Instructorship as a subsequent appointment unless mutually agreed by the Department and the employee.

(6) **Cancellation of the Subsequent Appointment(s):** Where a subsequent appointment is cancelled for any reason, including unsatisfactory performance of duties in a previous appointment, the affected individual may file a grievance under Article 14:07 within forty (40) working days of receipt of notice that the appointment is cancelled. All correspondence flowing from this Article shall be provided in writing.

(7) The provisions of Article 16:01 and 16:03 shall not apply to a contractually obligated appointment.

(8) **Exemption:** No subsequent appointment is owed to an individual should the individual withdraw from, transfer from, or otherwise cease a program of
graduate studies at the University of Toronto. If an individual registered in the hiring Department transfers the individual's registration to another graduate Department of the University of Toronto, the obligation to provide any remaining subsequent appointments under this article shall be moved from the hiring Department and assumed by the new Department of registration.

(9) **Exemption:** Where an employee has been appointed to teach under this Collective Agreement a course regularly taught by a faculty member who will not teach the course during that session, Article 16:06(1) will not be applicable. Such an appointment shall not be counted as a subsequent appointment.

(10) **Exemption: The School of Continuing Studies:** No obligation to provide (a) subsequent appointment(s) shall arise from any appointment at the School of Continuing Studies.

(11) None of the above constitutes any kind of a limit on the number of appointments to which a graduate student may be appointed.

**NEW**

16:0X Subsequent Appointments – SGS I Masters and Undergraduate Students

(1) **The provisions of Article 16:06 do not apply to SGS I Masters and undergraduate students.**

(2) **Definition:** for the purpose of interpreting this article, an “appointment” consists of all hours of work an employee is employed to fulfill in the employing Department in an academic session. For clarity, an appointment may be comprised of one or more positions in the employing Department.

(3) **Definition:** SGS I Masters students are full-time students enrolled in the School of Graduate Studies in the first or second year of a Masters' program or part-time students enrolled in the School of Graduate Studies who have not yet completed the equivalent of two (2) full-time years of study.

(4) SGS I Masters students and undergraduate students who are hired for an initial appointment not to exceed one (1) academic session in length, with a minimum of one hundred (100) hours, shall in a subsequent academic session be provided with a second appointment in the hiring department.

(5) The subsequent appointment shall not exceed one (1) academic session in length and the hours shall be at least half the total number of hours of the initial appointment.
(6) Where an employee simultaneously has initial appointments in more than one (1) Department, only the employing Department in which the employee had the greater(est) number of hours shall be required to provide the subsequent appointment.

(7) The nature of a subsequent appointment shall be determined by the employing Department and conveyed to the employee as soon as possible and in any event no later than July 31 for the Fall/Winter session and March 31 for the Summer session.

(8) Exemption: No subsequent appointment is owed to an individual should the individual graduate from, withdraw from, transfer from, or otherwise cease their academic program, as applicable, at the University of Toronto.

(9) Exemption: The School of Continuing Studies: No obligation to provide (a) subsequent appointment(s) shall arise from any appointment at the School of Continuing Studies.

(10) The provisions of Article 16:01 and 16:03 shall not apply to a subsequent appointment under this Article.

Hours of Work

16:07

(a) A regular position is a Teaching Assistantship that requires either an average of ten (10) hours of work per week, normally not to exceed 20 hours in any week, for a total of 280 hours of work per academic session, or one (1) Course Instructorship (as defined in Article 26, Salaries). Teaching Assistant workloads equivalent to those of a regular position may be compressed into a shorter time period in accordance with the needs of individual Departments and after consultation with the employee involved. Teaching Assistant workloads less than those of a regular position, either in terms of hours per week, or in terms of total hours per academic session, may be arranged and will be paid for on an hourly basis.

(b) No Department shall require or schedule any employee to work more than 40 hours per week or more than 8 hours per day.

(c) Teaching Assistants shall be granted a reasonable period of time no less than ninety-six (96) hours, in which to grade student coursework. Turnaround times shall be set out on the Description of Duties and Allocation of Hours (DDAH) Form for each position.
If no turnaround time for an assignment is listed in the DDAH form, a Teaching Assistant will be required to complete the assignment no less than two (2) weeks from the time the supervisor informs the Teaching Assistant.

On an annual basis, the Employer will encourage Departments to establish and publish a standardized time per assignment and turnaround time for relevant assignments listed in Appendix A "Appendix: List of Suggested Tasks and Teaching Techniques". The standardized time per assignment and turnaround times shall be applied to all DDAH Forms for work in the department and a copy shall be sent to the Union.

(d) The University shall not require or schedule work on Saturdays or Sundays. However, work may be scheduled on Saturdays and/or Sundays for purposes of Exam invigilation. Reasonable notice will be provided in cases where work on Saturdays and/or Sundays is required.

(e) Chief Presiding Officers, Assistant Invigilators, and Invigilators, Services to Persons with a Disability with scheduled hours of work on Saturdays and/or Sundays shall receive a premium of one (1) dollar per hour worked.

Job Descriptions

16:08

(a) Within fifteen (15) working days after a position is offered, the supervisor shall provide the candidate with a written description of the position including the nature of the duties and the number of hours required to complete the said duties. Such descriptions shall be completed on a Description of Duties and Allocation of Hours form hereto attached in accordance with Appendix A: Job Description/Description of Duties and Allocation of Hours (DDAH) Form. The Designated Authority of the employing Department shall sign the job description for each employee in the Department. It is agreed that a prospective employee shall not be required to accept a position prior to receipt of a written description of the position. An employee’s signature on the description signifies only that they have received and reviewed the duties. The supervisor and the employee shall meet prior to the commencement of duties as set out in the job description, to discuss assigned duties and the time required to perform them. Provision for attendance at such a meeting shall be included in the hours allotted on each employee’s job description. This meeting shall be with pay and shall be scheduled for not less than one (1) hour.
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.

(b) Within one (1) month of the commencement of each academic term, the Designated Authority of the employing Department shall provide to the Union a spreadsheet file containing the following information: department, name of employee, personnel number, course number and name, the number of hours assigned to each employee in each course, and confirmation that a job description has been provided to each employee.

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

Duties

16:09

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

Duties – Chief Presiding Officer

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

Chief Presiding Officer opportunities shall be posted publicly not less than twenty (20) working days in advance of the first possible date of work. The postings shall include the responsibilities as set out in Article 16:09 (b) above, campus location(s), job-related qualifications, anticipated hours of work and minimum availability requirements for the position. Applicants who have received the required training and have previous satisfactory employment as a Chief Presiding Officer shall be deemed minimally qualified. Positions will be offered to those who most closely meet the posted job-related qualifications and minimum availability requirements.

Notwithstanding Article 16:07, Chief Presiding Officers may agree to work up to twelve (12) hours in a day, provided there is at least eleven (11) consecutive hours free from performing work in each day. Further, Chief Presiding Officers may agree to work up to sixty (60) hours in a week, with overtime being payable for each hour of work in excess of forty-four (44) in each work week, in accordance with the Employment Standards Act.

Duties – Assistant Invigilators

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

Duties – Peer Assistants

(d) Peer Assistants are undergraduate students in the University of Toronto who have been hired to assist Teaching Assistants or Course Instructors. The duties for which they may be engaged are limited to assistance in, or in connection with: set-up of labs or experiments; set-up of audio-visual material; language practice; clerical tasks, including photocopying; preparation of handouts; field trips, attending lectures or seminars; consulting with Teaching Assistants or Course Instructors; reading course materials, manuals, or textbooks. Peer Assistants shall not mark or grade student work, or be assigned sole responsibility for classes, laboratories or tutorials.

Peer Assistants may be engaged only with the prior express written authorisation of the Chair or the Department and the Course Instructor for the course if there is one. Peer Assistants are exempt from Articles 16:01 and 16:03 of this Collective Agreement, but Departments shall ensure that Peer Assistant opportunities are posted publicly for at least two (2) working days.
(e) Scheduling – Chief Presiding Officers, Assistant Invigilators, and Peer Assistants

Schedules shall be provided to Chief Presiding Officers, Assistant Invigilators, and Peer Assistants at least seven (7) calendar days prior to the week in which employees are scheduled to work. For clarity, offers of additional work can be extended after schedules have been provided. A Chief Presiding Officer, Assistant Invigilator or Peer Assistant who is offered additional work after schedules are set shall have the right to decline such an offer.

Alterations During the Term of Employment

16:10 During the term of employment, the supervisor shall have the right to reallocate time applied to the duties and substitute or revise duties without changing the total number of hours or significantly altering the nature of the duties. With the express written agreement of the employee, the Chair or Designated Authority may increase the total number of hours of work as set out on the employee’s job description. Before implementing such changes, the supervisor shall discuss the changes and the reasons therefor with the employee, and shall provide the employee with a copy of the revised job description.

Review of Assigned Hours

16:11 It is agreed that the employee and the employee's supervisor have a mutual responsibility to ensure that the Description of Duties and Allocation of Hours (DDAH) Form continues to be accurate and inclusive of all duties and responsibilities of the position. This section does not apply to Course Instructors.

The supervisor shall be responsible for scheduling a meeting with employees at least once during the appointment, individually or as a group, at or around the midpoint of their appointments, for the purpose of conducting a review of each employee’s DDAH Form, and ensuring that employees' hours of work as set out in their DDAH Forms continue to be appropriate. This meeting shall be with pay and shall be scheduled for not less than thirty (30) minutes.

For Fall/Winter Session courses, this mid-course meeting shall be held no later than November 15th for “F” courses, January 31st for “Y” courses, and March 1st for “S” courses. For Summer Session courses, the meeting shall be held no later than May 31st for May-June courses, July 31st for July-August courses, and July 1st for May-August courses. Alternatively, an employee can request this mid-course meeting be held when approximately half of the allocated hours have been worked. Such a request shall not be unreasonably denied.

Following this meeting, the supervisor, with approval of the Chair, shall record any revisions to the employee’s DDAH form, shall give a copy to the employee, and keep a copy on file.
Workload Review

16:12

(a) Where an employee has any reason to believe that they may be unable to perform the duties specified in the Description of Duties and Allocation of Hours (DDAH) form within the hours specified thereon (either the total hours or the hours applicable to a section thereof), the employee shall deliver a Workload Review Form (Appendix B) to the employee's supervisor or, in special circumstances, to the designated authority without delay. A discussion is encouraged, but in any event, the supervisor or designated authority shall respond within three (3) working days of receipt of the form by returning the form to the employee. The supervisor or designated authority shall meet with the employee within an additional three (3) working days to discuss the response.

If no agreement can be reached, the employee may file an individual grievance commencing at Step 1 of the Grievance Procedure (Article 14). In the event the grievance is not settled and proceeds to arbitration, the arbitration board or sole arbitrator may award payment for additional hours worked, provided, however, that no such payment may be awarded where the additional hours resulted from the employee's choice of approach to the employee's duties, and/or where the additional hours were worked prior to the employee's delivery of the Workload Review Form to the employee's supervisor. It is agreed that there may be some circumstances where an employee may not be in a position to commence a workload review (e.g., health reasons or exceptional circumstances). This language will not limit an employee from filing a grievance.

(b) Section 16:12(a) does not apply to Course Instructors. Nevertheless, a Course Instructor who feels that the workload in the course will exceed that of a comparable course in the same Department (or exceeds four hundred and seventy (470) hours for a full course, or two hundred and forty (240) hours for a half course) shall raise this matter with their supervisor or, in special circumstances, to the designated authority without undue delay. The supervisor shall discuss this matter with the Course Instructor within three (3) working days and shall make every reasonable attempt to reach agreement on workload issues. The outcome may include additional compensation for the Course Instructor. It is agreed that there may be some circumstances where an employee may not be in a position to commence a workload review (e.g., health reasons or exceptional circumstances). This language will not limit an employee from filing a grievance.

No Layoffs

16:13 During the course of employment, no employee shall suffer a reduction of hours worked during the term of the employee's appointment, unless such layoff or
reduction comes as a result of conditions beyond the control of the Employer. In case of such a layoff or reduction the Employer shall endeavour to offer a position of an equivalent or greater number of hours to the affected employee.

For the University

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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 17: EMPLOYMENT TRAINING

17:01

(a) The first appointment of an employee as a Teaching Assistant shall include mandatory participation in a training program of a minimum of four (4) hours as determined by the Department on the duties and responsibilities associated with the work of being a Teaching Assistant. For employees required to work in a laboratory setting, this shall include safety training appropriate to ensuring the safe operation of a laboratory of students.

Teaching Assistants shall be paid for participation in such training in accordance with Article 26:01 (Salaries).

(b) The first appointment of an employee as a Course Instructor shall include mandatory participation in a training program of a minimum of six (6) hours on duties and responsibilities associated with the work of being a Course Instructor. Course Instructors shall be paid for participation in such training at the SGSII rate. Training may include matters such as course organization; teaching skills; supervision of teaching assistants; in-class conflict resolution & safety; procedures for addressing academic integrity; and any technology required for the performance of their assigned duties. For employees required to work in a laboratory setting, this shall include safety training appropriate to ensuring the safe operation of a laboratory of students.

Further, the first appointment of an employee as a Course Instructor shall include an additional stipend as set out in Article 26:01 (Salaries) to support the first time Course Instructor in applying the training set out above in respect of application of best pedagogical and curricular practices. Effective May 1, 2024, this additional stipend shall also apply to each new appointment of a Course Instructor for a new course not previously taught by that Course Instructor.

(c) In addition to the first appointment training for Teaching Assistants and Course Instructors, the University shall provide two (2) four (4) hours of work-related paid training per academic year in which they hold at least one (1) appointment.

Training in the following subject areas will be considered work-related for all appointments: pedagogy and inclusive pedagogy; anti-oppression and anti-racism; cultural competency; accommodations and crisis referrals. In addition to the above, the following training will be considered work-related for work required to be performed remotely: online technology; online course design and management. If an employee requests work-related training in an additional subject area, the request shall not be unreasonably denied. Any additional training subject area shall be mutually agreed upon by the employee and their Department.
For clarity, payment for this training shall be additional to any appointment(s) the employee holds, and shall be paid in accordance with Article 26:01 (Salaries) upon provision of proof of attendance at the training. For further clarity, Course Instructors shall be paid for participation in such training at the SGSII rate.

(d) Where Teaching Assistants and Course Instructors holding an appointment participate in training relevant to their current assignments that is offered by their Department, they shall be paid for their participation in accordance with Article 26:01 (Salaries). If such training offered by the Department is in one of the subject areas listed in paragraph (c) above, it shall be included as part of the two (2) hours of training per academic year as set out in paragraph (c) above.

(e) Teaching Assistants or Course Instructors holding an appointment may, during the course of each such appointment or immediately prior to commencing such an appointment, identify up to four (4) hours of training relevant to their current assignments, and submit a request for training to their Department describing the nature of the training sought. If approved, such Teaching Assistants and Course Instructors may attend and be paid for attending such training. The Department may request proof of attendance at the training session to authorize payment. For Teaching Assistants, training that has been requested and approved shall be recorded on the DDAH form for the appointment.

For clarity, payment for this training shall be additional to any appointment(s) the employee holds, and shall be paid in accordance with Article 26:01 (Salaries) upon provision of proof of attendance at the training. For further clarity, Course Instructors shall be paid for participation in such training at the SGSII rate.

(f) Where a Department or group of Departments organizes an employee training or orientation program in which first appointment teaching assistants are required to participate, the Department Steward or other Union Representative shall be entitled to attend, and will have the right to speak to the employees for a period of thirty (30) minutes. The Steward or other Union Representative shall not be paid for attendance. The Department will notify the Union at least two (2) weeks in advance of the session. Once per academic year, the University will notify Departments in writing of their notification obligation. Where the TATP is delivering a training or orientation session on behalf of a department or group of departments, in which first appointment teaching assistants are required to participate, the TATP shall notify the Union by providing a schedule of said sessions. Unless otherwise stated, it shall be understood that the Union is invited to each of these TATP-
run sessions and shall have the last thirty (30) minutes of the agenda at each session.

It is understood that where a training or orientation program is organized over a series of sessions, the Union will be invited to speak at one session only.

The University will hold one session on each of the three (3) campuses in both the fall term and spring term (as per Article 29:04) for those first appointment Teaching Assistants, and first appointment Course Instructors who are not employed in an area where training or orientation is delivered in the manner noted above. The content of the training session shall be consistent with that set out in Articles 17:01(a) and 17:01(b). A Union Representative shall be entitled to attend, and will have the right to speak to the employees for a period of thirty (30) minutes. The Union Representative shall not be paid for attendance. The University will notify the Union at least one (1) two (2) weeks in advance of each of these sessions. Where available, information on the expected attendance will be provided to the Union, including the number of Teaching Assistants and Course Instructors and the Department of each employee.

Teaching Assistant Training Programme

17:02 The purpose of the University’s Teaching Assistant Training Programme for members of this bargaining unit is to enhance the quality of education of undergraduates who are served by members of the bargaining unit. The programme is staffed by experienced teaching assistants who provide guidance, advice, coaching, consultation, and training, mainly on an individual basis, to teaching assistants as aids in carrying out their assigned duties. The services of the programme are intended to supplement rather than replace training programmes required by and offered through hiring Departments. Persons employed with the Teaching Assistant Training Programme may, if requested, provide advice to Departments in establishing or modifying their existing training and orientation programmes. The Employer shall from time to time name a Designated Authority responsible for this programme and communicate this appointment to the Union.

17:03 Bargaining unit members who seek assistance from the Teaching Assistant Training Programme do so on a voluntary (unpaid) basis. However, Departments that require employees to seek assistance from the Teaching Assistant Training Programme shall specify the requirement, including the number of hours, in writing, and shall allocate such hours as paid time. Employees may use the programme in order to seek additional training as per Article 17:01(e).

17:04 The Teaching Assistant Training Programme shall be staffed by at least four (4) members of the bargaining unit (designated teaching fellows) for Winter sessions, each holding an appointment of two hundred and eighty (280) hours, as required.
to fulfill programme needs as determined by the Designated Authority of the programme. If the programme requires work from the teaching fellows in the Summer session, in order to prepare for the Winter session, the Designated Authority shall have the right to assign additional hours to an existing or prospective teaching fellow.

For the University

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For the Union

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ARTICLE 25: EMPLOYEE FINANCIAL ASSISTANCE FUND

25:01 The University agrees to pay to the Union by May 15 of each contract year, the following amount for an Employee Financial Assistance Fund (EFAF) to be administered by the Union:

- by May 15, 2024, the amount of $3,232,000
- by May 15, 2025, the amount of $3,264,320
- by May 15, 2026, the amount of $3,286,963

The EFAF shall be used for the sole purpose of providing financial assistance to employees in the bargaining unit on an objective basis and shall not be used for any other purpose whatsoever.

The Union shall ensure that the EFAF is maintained in a separate account. It is understood and agreed that the Union is responsible for disbursing the majority of each annual payment to employees within sixteen (16) months of receipt of each payment from the University. A third-party audit report demonstrating that the monies have been disbursed to employees in accordance with this Article, including numbers of employees receiving payments and the total amount disbursed, shall be provided by the Union to the University and made public by December 31 of each year of the Collective Agreement.

The EFAF is intended to address financial challenges faced by employees in the bargaining unit which may include but not be limited to: financial need, childcare expenses, education-related expenses, senior graduate student assistance, health care expenses, etc.

The Union shall develop criteria for disbursement and shall bring proposed criteria to the Labour/Management Committee for discussion prior to adoption by the Union. In the event that the Union decides to change criteria, the proposed changes shall also be brought to Labour/Management Committee for discussion prior to adoption by the Union.

For the University

For the Union
University of Toronto
March 3, 2024

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

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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.
ARTICLE 33: TERM OF AGREEMENT

33:01 This Agreement shall continue in full force and effect until December 31, 2023 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

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

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SCHEDULE A: CUPE 3902 UNIT 1 HEALTH PLAN

The parties agree to continue the existing Plan A and Plan B as established during the term of the 2014-2017 Collective Agreement. The University confirms its commitment of up to $3.2 Million per plan year. The plan year is September 1 to August 31. The parties further agree that, for the duration of this Agreement, Plan A and Plan B will provide coverage for each benefit item at a value equal to or greater than the coverage provided by the Plans on December 30, 2023, unless the parties mutually agree to reduce the coverage value for a particular benefit item(s).

Effective April 1, 2024, the Plans will provide increased mental health benefits as follows:

- Psychologist, Master of Social Work, or Psychotherapist at a total of $5,000 per benefit year for all practitioners combined included in the Overall Maximum of $15,000 per year.

Effective on April 1, 2024, the Plans will provide increased vision health benefits as follows:

- $300 per twenty-four (24) months.

Effective on April 1, 2024, increase the physiotherapy maximum as follows:

- $50 per visit up to 20 visits per year for a maximum of $1,000 per benefit year included in the Paramedical Services Maximum of $1,300 per year.

An eligible employee who is enrolled in one of the Base plans (i.e., GSU, UTSU, APUS, SCSU, UTMSU, or PDF plan) shall be enrolled in Plan A. Any eligible dependants enrolled in the employee's Base plan shall also be enrolled in Plan A.

An eligible employee who has successfully opted out of a Base plan because they have alternative coverage of equal or greater value shall be enrolled in Plan B. Such an employee may add their eligible dependants for coverage under their Plan B HCSA.

In the event that an employee is ineligible for enrolment in any Base plan, the employee and any eligible dependants may be enrolled in Plan A as a first payer plan upon making request and providing proof that the employee is ineligible. For clarity, employees who have successfully opted out of a Base plan because they have alternative coverage of equal or greater value will not be deemed to be ineligible and will be eligible only for Plan B.

As set out in the LOI: Extended Pregnancy and Parental/Adoption Leave Benefit, the following amendments (both the additions and strike-outs) will expire on December 30, 2023, which is the day immediately prior to the date of the expiry of the renewal collective agreement:

Regardless of which Health Plan an employee enrols in, all bargaining unit employees will be eligible for extended pregnancy/parental/adoption leave
benefits as described in this paragraph. If an employee who has taken pregnancy or parental/adoption leave pursuant to Article 20:04 or 20:05 of the Collective Agreement reaches the end of their employment contract, including any employment in the immediately consecutive term as described in Article 20:06 of the Collective Agreement, and has elected the pregnancy or parental/adoption benefit in option A of Article 20:04 or 20:05 as the case may be, and upon the end of their employment contract has not exhausted their entitlement to a maximum duration of 4 paid months of pregnancy or parental/adoption leave as described in option A of Articles 20:04 or 20:05 as the case may be, the employee will be provided with a one-time-only, lump-sum benefit payment, in the amount of the employee's pay for the amount remaining in the 4-month benefit period, less required deductions. For example, if an employee's employment contract ends following 3 months of paid pregnancy leave, they will receive a lump sum payment equivalent to 1 month's pay, less required deductions. In no event will an employee who elects option A of Article 20:04 or 20:05 receive continued monthly installments plus lump sum payment in an amount that exceeds 4 months' pay for each eligible pregnancy or parental/adoption leave, less required deductions.

The utilization of the plans shall be reviewed in March, July, and November of each year. At each meeting, the parties will review the levels of defined benefits, HCSA, and extended pregnancy and parental/adoption leave, with the shared intent of adjusting benefit levels for the subsequent Plan Year when there is projected under or overspending in the plans. Should the level of usage be such that there is an overspend in the CUPE 3902 Unit 1 Health Plan in any Plan Year, the overspend will be deducted from the CUPE 3902 Unit 1 Health Plan in the immediately following Plan Year.

Effective September 4, 2018, the eligibility threshold will be reduced to 30 fifteen (15) hours worked per academic year.

For the University

For the Union

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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:

- Letter of Understanding: Employment Equity - RENEW
- Letter of Understanding: Online Courses - RENEW
- Letter of Understanding: Hiring Criteria - RENEW
- Letter of Understanding: Domestic Violence - RENEW
- Joint Letter of Understanding: Union Dues/Membership - RENEW
- Joint Letter of Intent: Duplicate Provisions - RENEW
- Letter of Intent: Calculation – AMEND
- Letter of Intent: Employment Insurance Hours for Course Instructors - RENEW
- Letter of Intent: Treatment of Paid Work - RENEW
- Letter of Intent: Improving the Quality of Undergraduate Experience in Tutorials - RENEW
- Letter of Intent: Assignment of Subsequent Appointments - RENEW
- Letter of Intent: Grievance Timelines - RENEW
- Letter of Intent: Off-Cycle/Late/Changed Pay Information - RENEW
- Letter of Intent: Training - RENEW
- Letter of Intent: Employment Equity and Accessibility Statements and the Statement on Bargaining Unit Eligibility - RENEW
- Letter of Intent: Invigilator, Services to Persons with a Disability – Shift Scheduling – RENEW
- Letter of Intent: Information to Employees – RENEW
- Letter of Intent: SGS Leaves of Absence – RENEW
- Letter of Intent: Workload – AMEND
- Letter of Intent: Supervisory Conflict – RENEW
- Letter of Intent: Extended Pregnancy and Parental/Adoption Leave Benefit – DELETE
- Letter of Understanding: Application Materials for Course Instructors - RENEW
- Letter of Intent: Centralized Job Posting Website – RENEW
- Letter of Intent: Sustainability Committee - RENEW
- Letter of Intent: Writing for Teaching Assistants (WIT) Program – RENEW

For the University For the Union

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LETTER OF INTENT: CALCULATION

April 1, 2024 DATE

Chair President, Canadian Union of Public Employees, Local 3902

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

And

Whereas the University of Toronto’s commitment includes financial support to attract and retain graduate students and to assist graduate students with the cost of their graduate education;

And

Whereas Faculties and graduate units provide financial support for students in some doctoral-stream programs and determine unit-specific base funding amounts;

And

Whereas unit-specific base funding amounts and the composition of individual funding packages vary at the discretion of graduate units;

And

Whereas the University of Toronto provides funding packages, as determined by Faculties and graduate units, to a specific set of graduate students referred to as the “funded cohort” and confirms that these commitments will remain while this Collective Agreement is in effect;

And

Whereas the offer of an opportunity to earn income through appointment to a position in this bargaining unit forms part of the aforementioned “funding package” for a significant number of graduate students;
Where the funding package as described above includes some bargaining unit work, the following calculation applies:

Effective September 2024, no more than $8,043,500.00 of bargaining unit work may be included in the calculation of base funding amounts even if such a graduate student is employed and receives remuneration in excess of $8,043,500.00.

Effective September 2025, no more than $7,896,200.00 of bargaining unit work may be included in the calculation of base funding amounts even if such a graduate student is employed and receives remuneration in excess of $7,896,200.00.

Effective September 2026, no more than $7,755,900.00 of bargaining unit work may be included in the calculation of base funding amounts even if such a graduate student is employed and receives remuneration in excess of $7,755,900.00.

Effective September 2024, bargaining unit work may not comprise more than 50% of any graduate funding package exclusive of tuition and student fees.

Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of the provision not to include more than the applicable above-noted amounts of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the Collective Agreement.

It is understood and agreed that no employee shall be adversely impacted as a direct result of the above-noted changes in the amount of bargaining unit work that may be included in the calculation of base funding amounts.

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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LETTER OF INTENT: WORKLOAD

April 1, 2021 DATE

The University and Union agree that during the term of the 2021-2023 2024-2026 Collective Agreement, workload will be a standing agenda item at the regularly scheduled Labour/Management Committee meetings.

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

For the University

For the Union

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LETTER OF INTENT: WORKING GROUP - WORKLOAD

April 1, 2024 DATE

This letter is written to reflect our discussions about workload for Course Instructors and Teaching Assistants during this round of bargaining.

The University agrees to establish a Working Group comprised of five (5) representatives from the University and five (5) representatives from the Union within ninety (90) days of the date of ratification of this renewal Collective Agreement to examine workload issues and concerns expressed by bargaining unit employees serving as Course Instructors or Teaching Assistants.

The Working Group will make recommendations to the Vice-President, People Strategy, Equity & Culture by December 1, 2024, with a goal that approved recommendations will be implemented as soon as practicable thereafter.

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

For the University                      For the Union

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LETTER OF INTENT: DEPARTMENTAL TA EVALUATION FORMS

DATE

President, Canadian Union of Public Employees, Local 3902, Unit 1

In the round of bargaining leading to the 2024-2026 collective agreement, the Union raised a concern about equity issues arising from comments made on departmental TA evaluation forms. The University agrees with the Union that this is a concern, and will take steps to address it.

To that end, the University will, effective the date of ratification, impose a moratorium on the use of departmental TA evaluation forms until such time as the University can conduct a review and develop a solution. On completion, the University will present the solution to the Union in a labour-management committee meeting before implementation.

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

For the University

For the Union

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

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LETTER OF INTENT: DEPARTMENTAL MEETINGS

DATE

President, Canadian Union of Public Employees, Local 3902, Unit 1

Employees in the bargaining unit shall be included in Departmental meetings that are open to all staff and faculty.

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

For the University

For the Union

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UofT & CUPE Local 3902 – Unit 1
LETTER OF INTENT: FACULTY OF MUSIC – COLLABORATIVE PIANISTS

DATE

President, Canadian Union of Public Employees, Local 3902, Unit 1

During the 2024-2026 round of collective bargaining, the Employer and the Union discussed compensation for preparation time for collaborative pianists at the Faculty of Music whose duties include scheduled rehearsal and performance time, and duties related to student dress rehearsals and recitals. The Employer agrees that collaborative pianists will be paid one (1) hour of preparation time for every ten (10) hours of work and one (1) hour of preparation time for every two (2) hours of rehearsal listed on the DDAH form. For clarity, preparation time for collaborative pianists includes time spent at the instrument learning and practicing the required repertoire for completion of performance and rehearsal duties.

Furthermore, the Employer confirmed that the current practice of providing subsequent appointments in accordance with Article 16:06 to Doctor of Musical Arts students in the Faculty of Music shall continue.

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

For the University

For the Union

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LETTER OF INTENT: JOINT TASK FORCE ON PUBLIC TRANSIT

DATE

President, Canadian Union of Public Employees, Local 3902

During the 2024-2026 round of collective bargaining the Union raised significant concerns about the high cost of transportation in the Greater Toronto Area (GTA), and the impact on the environment. The Union expressed their desire for affordable access to public transit for bargaining unit employees, and to foster environmental sustainability.

Within sixty (60) days of the ratification of the renewal Collective Agreement, the University and the Union agree to form a Joint Task Force composed of four (4) representatives designated by the University, one of which will be the University's lead negotiator in collective bargaining, and four (4) representatives designated by the Union. The mandate of this Joint Task Force will be to secure new public transit fare discounts for bargaining unit employees to take effect within the first year of this renewal Collective Agreement. The parties agree it is their shared goal for such new discounts to be significant and sustainable. Options to be explored by the Joint Task Force include, but are not limited to, bulk purchasing arrangements with public transit providers in the GTA.

The University and the Union will seek to secure new public transit fare discount(s) for bargaining unit employees of at least 45% of the cost of a TTC post-secondary monthly pass. The discount(s) may be obtained either directly from public transit providers in the GTA or may include further subsidies passed on to bargaining unit employees. If such discount(s) is/are not secured by January 1, 2025, the University will contribute $1,000,000 to the Employee Financial Assistance Fund (EFAF) on or before May 15th of the 2025 Collective Agreement year. The University will contribute a second payment of $1,000,000 on or before May 15th of the 2026 Collective Agreement year if the discount(s) described above remain(s) unsecured. For clarity, there will be up to two (2) payments of $1,000,000 into the EFAF pursuant to this letter during the term of the 2024-2026 Collective Agreement.

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

For the University

For the Union

UofT & CUPE Local 3902 – Unit 1
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LETTER OF INTENT: CHILD CARE BENEFIT PLAN AND WORKING GROUP

DATE

President, Canadian Union of Public Employees, Local 3902, Unit 1

During the 2024-2026 round of collective bargaining, the University agreed to provide and administer a Child Care Benefit Plan for bargaining unit employees for child care expenses incurred effective January 1, 2026. The University and the Union further agree to establish a working group within 90 days of ratification of the 2024-2026 Collective Agreement. The working group shall be comprised of three (3) representatives designated by the University, one of which shall be the Director of Benefits, and three (3) representatives designated by the Union. The working group shall determine the Child Care Benefit Plan design, including the pool of funds that shall be available for distribution. It is understood and agreed that this pool of funds shall not exceed $500,000 per year.

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

For the University

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For the Union

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UofT & CUPE Local 3902 – Unit 1
ARTICLE 4: NO DISCRIMINATION

4:01

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

(b) The University and the Union are committed to equal opportunity in employment for women, Indigenous Peoples, people with disabilities, and people who because of their race, colour, sexual orientation, or gender identity and expression have been 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. In support of this commitment, the University will gather information from employees, who will be requested to self-identify and participate on a voluntary basis. This information will be provided to the Union annually and discussed at subsequent meeting(s) of the Employment Equity Advisory Committee.

(c) The Employer and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns.
No Reprisal

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

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

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

For the University

For the Union

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ARTICLE 9: CORRESPONDENCE

9:01 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, 215 Huron Street, 8th Floor, 439 University Avenue, 22nd Floor, Toronto, and the Treasurer or Chair President of the Union. For purposes of administering this Collective Agreement, wherever "Vice-President and Provost" is referred to, it is understood that a designated representative may be recognized and dealt with in the Vice-President and Provost's stead.

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

For the University

[Signature]

For the Union

[Signature]

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ARTICLE 15: ARBITRATION

15:01 If a grievance is not settled at Step 3, either party may notify the other within a further period of fifteen (15) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a statement of the issue in dispute, and a statement of the type of remedy sought by the party from an arbitrator.

15:02 The provisions of this article shall be based on the use of a single arbitrator, unless the provisions of Article 15:06 are specifically invoked.

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

Louisa Davie
Mark Wright
Jim Hayes
Jasbir Parmar
Deborah Leighton
Russell Goodfellow
William Kaplan

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

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

For the purposes of this article, a reasonable time shall not normally exceed nine (9) months.

15:03 An arbitrator shall not have the authority to make any decision which is inconsistent with the terms of the Agreement nor to add to or amend any of the terms of the Agreement. The jurisdiction of the arbitrator shall be confined to the issue in dispute. The decision of the arbitrator shall be final and binding upon the parties.

15:04 In the event that an arbitrator deals with a matter relating to discharge, suspension or disciplinary action, then the arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award the arbitrator may deem just and reasonable which would be consistent with the terms of the Agreement.
15:05 The parties shall jointly and equally bear the fees and expenses of the arbitrator.

15:06 Either party may request the establishment of a board of arbitration in respect of any grievance submitted for arbitration. In such a case, the parties shall each appoint a nominee to the board of arbitration and the chairperson of the board of arbitration will be one of the arbitrators set out in Article 15:04 above or such other chairperson as the two nominees appointed by the parties otherwise agree. Each party shall bear the fees and expenses of its own nominee to an arbitration board, and the parties shall jointly and equally bear the fees and expenses of the Chairperson. The provisions of Articles 15:01, 15:03, 15:04, 15:07, and 15:08 apply to a board of arbitration. The decision shall be unanimous or one reached by the majority of the members of the board; provided, however, that if there is no majority decision of the board, then the decision of the Chairperson shall constitute the final and binding decision of the board.

15:07 Saturdays, Sundays and University holidays will not be counted in determining the time within which action is to be taken or completed under the Grievance Procedure.

15:08 Time limits set forth in this article may be extended by mutual agreement in writing between the parties hereto.

For the University

[Signature]

For the Union

[Signature]

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Short-Term Leave

20:01 With the approval of the supervisor(s) concerned, an employee may be eligible for short-term leave in accordance with the provisions of this article. Permission for such short-term leave shall be requested as far in advance as possible and shall not be unreasonably withheld.

Union Conventions and Seminars

(a) Subject to approval of the supervisor(s) and upon written request at least five (5) working days in advance, leave of absence without pay shall be granted to not more than ten (10) employees at any one time, who may be elected or selected by the Union to attend any authorized labour convention or educational seminar, provided the leave will not unduly interfere with operations. In such cases, the Employer will notify the Union in writing.

The Union will provide as much notice as possible for the leave, but in no event shall less than fourteen (14) calendar days’ written notice of the names of employees in respect of whom leave is being requested be given. The written notice shall be sent to the Senior Executive Director, Labour Relations or designate who shall notify the appropriate supervisors. Such leave of absence is to be confined to the actual duration of the convention or educational seminar and the necessary travelling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

Employees on such leave of absence will continue to be paid by the University, but the Union shall reimburse the University for wages upon receipt of a statement of the amount owing.

For the University

For the Union

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BEREAVEMENT LEAVE

20:09 The University will grant up to **three (3) five (5) consecutive days** leave per session without loss of pay in the event of the death of an employee's spouse, partner, child, grandchild, parent, sibling, or grandparent, 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). For clarity, the foregoing is inclusive of step and in-law relations and relations regardless of gender. **If extensive travel is required, the employee may be permitted up to five (5) consecutive days leave per session without loss of pay.** The provisions of Articles 16:01, 16:05, 16:08, and 16:13 shall not apply to replacements arranged by the Employer resulting from employee absences under this Article.

For the University

For the Union

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SICK LEAVE

20:12

(a) Employees who have hours totalling two hundred (200) one hundred and eighty (180) or more in an academic session shall be granted up to three (3) days of paid sick leave at the regular rate of pay. Employees who have hours totalling one hundred (100) seventy (70) or more in an academic session shall be granted up to two (2) days of paid sick leave at the regular rate of pay. Employees who have hours totalling thirty (30) or more in an academic session shall be granted up to one (1) day of paid sick leave at the regular rate of pay. For clarity, this applies to all Unit 1 employees with the exception of Course Instructors.

Course Instructors who are unable to perform their duties due to illness or injury shall be granted up to six (6) days of sick leave without loss of pay per academic session (if the Course Instructor teaches more than one (1) FCE per academic session, the Course Instructor shall be granted up to eight (8) days of sick leave without loss of pay per session).

To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify their supervisor or the Chair or Designated Authority of the employing Department of the expected duration of the illness/injury.

For the University

[Signature]

For the Union

[Signature]

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ARTICLE 27: GENERAL

27:01 The Employer recognizes the need for the Union local to have a central location for files and normal office equipment for the purpose of conducting business with the University. Accordingly, the University will pay to the Canadian Union of Public Employees, Local 3902 ten-thousand dollars ($10,000) fifteen thousand dollars ($15,000) per month, towards the rental of office space. For clarity, it is understood and agreed that this sum is paid in respect of CUPE Local 3902 Units 1, 3, and 5 and no additional funds will be provided in respect of those other units or under those other collective agreements.

This monthly amount will be paid as one annual payment in advance on the first of the month following ratification of the 2024-2026 Collective Agreement.

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

For the University

[Signature]

For the Union

[Signature]

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Mailboxes

27:04 **Upon request Each** employee shall have access to an individual mailbox or file folder for mail located conveniently within the Department of employment. The Employer agrees to allow each individual to maintain use of the employee's mailbox for a period of four (4) months after the end of the employee's last appointment, provided the employee remains a registered student or postdoctoral fellow at the University of Toronto.

For the University

[Signature]

For the Union

[Signature]

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LETTER OF INTENT: Health Plan Blackout Period

DATE

President, Canadian Union of Public Employees, Local 3902

During the 2024-2026 round of collective bargaining the Union raised concerns about the length of the blackout period that applies to the CUPE 3902 Unit 1 Health Plan ("the Health Plan blackout period"). The Health Plan blackout period, which has typically been from September 1 to mid-November in each year, exists as enrollment under the Base plans (i.e., GSU, UTSU, APUS, SCSU, or PDF plan) needs to be finalized. The University and the Union discussed various alternatives and agreed that the Health Plan blackout period would not extend beyond October 31st in any given year. Where practicable, the blackout period will conclude by the middle of October.

Furthermore, the University and the Union agreed to form a Working Group composed of three (3) representatives designated by the University, of which one will be the Director of Benefits or their designate, and three (3) representatives designated by the Union. The Working Group will consider improvements to the coordination and administration between the Base plans and the CUPE 3902 Unit 1 Health Plan and provide recommendations to the Vice-Provost Students where such recommendations relate to the Base plans and to the Vice-President, People Strategy, Equity & Culture where such recommendations relate to the CUPE 3902 Unit 1 Health Plan.

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

For the University

For the Union

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SCHEDULE X: Extended Pregnancy and Parental/Adoption Leave Benefit

All bargaining unit employees will be eligible for extended pregnancy/parenatal/adoption leave benefits as described in this paragraph. If an employee who has taken pregnancy or parental/adoption leave pursuant to Article 20:04 or 20:05 of the Collective Agreement reaches the end of their employment contract, including any employment in the immediately consecutive term as described in Article 20:06 of the Collective Agreement, and has elected the pregnancy or parental/adoption benefit in option A of Article 20:04 or 20:05 as the case may be, and upon the end of their employment contract has not exhausted their entitlement to a maximum duration of 4 paid months of pregnancy or parental/adoption leave as described in option A of Articles 20:04 or 20:05 as the case may be, the employee will be provided with a one-time-only, lump sum benefit payment, in the amount of the employee’s pay for the amount remaining in the 4-month benefit period, less required deductions. For example, if an employee’s employment contract ends following 3 months of paid pregnancy leave, they will receive a lump sum payment equivalent to 1 month’s pay, less required deductions. In no event will an employee who elects option A of Article 20:04 or 20:05 receive continued monthly installments plus lump sum payment in an amount that exceeds 4 months’ pay for each eligible pregnancy or parental/adoption leave, less required deductions.

For clarity, the extended pregnancy and parental/adoption leave benefit is effective January 1, 2024.

For the University

For the Union

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