



# **COLLECTIVE AGREEMENT**

**- BETWEEN -**

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**

**- AND -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3907**

Term of Agreement: September 1, 2004 to August 31, 2006

*11287(04)*

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**COLLECTIVE AGREEMENT ENTERED INTO** at the City of Toronto, in the Province of Ontario, as of February 11, 2005.

- between -

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

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3907**  
(hereinafter called "the Union")

**ARTICLE 1: GENERAL PURPOSE**

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

**ARTICLE 2: RECOGNITION AND COVERAGE**

2:01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all graduate assistants employed at OISE/UT who are registered at the OISE/UT as graduate, special, or certificate students, save and except those graduate assistants whose salaries are paid from other than operating funds, temporary Research Officers, those graduate students employed on an extramural stipend, and those persons covered by existing collective agreements. Nothing in this agreement restricts or limits in any way the Employer's right to make available or to provide financial assistance to students outside of an employment relationship including, for example, fellowships, scholarships or awards.

**ARTICLE 3: NO STRIKES AND NO LOCKOUTS**

3:01 For the duration of this agreement the Union shall not take part in, authorize or call any strike which shall in any way affect the operations of the Employer, nor shall the Employer engage in any lockout, "strike" and "lockout" being as defined in the *Ontario Labour Relations Act*

**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 practiced with respect to any employee or any applicant seeking to become an employee in any matter concerning the application of the provisions of this agreement by reason of race, creed, colour, age, national origin, nationality, citizenship, ancestry, language of origin, sex, gender, sexual preference, marital or parental status, the number of dependents of the person, family relationship, place of residence, religious or political belief, affiliation or activities, Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illness, AIDS-related complex, (ARC), positive Human Immune Deficiency Virus (HIV) test, physical handicap or disability, provided that such handicap or disability does not interfere with ability to perform the necessary job requirements, Union membership or non-membership, Union activity or lack of activity nor by reason of exercise of an individual's academic freedom as a student.

Discrimination includes differential adverse treatment or decisions; interference; restriction; coercion, intimidation, or harassment.

(b) Harassment can be multi-faceted. Should this occur, complainants need not make a complaint on one specified ground, but may make a complaint that acknowledges the multi-faceted nature of harassment. That is, grievances may address harassment on multiple grounds, e.g. racial-sexual harassment.

(c) For the purposes of this collective agreement, harassment means:

1. Physical conduct, occurring either on the Employer's premises or in the pursuance of a University activity or business;

Which emphasizes the race, creed, colour, age, national origin, nationality, citizenship, ancestry, language or origin, sex, gender, sexual preference, marital or parental status, the number of dependents of the person, family relationship, place of residence, religious or political belief, affiliation or activities, AIDS or HIV status, physical handicap or disability, union membership or non-membership, union activity or lack of activity;

of one or more employees;

in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile, or offensive working environment, and/or

2. Verbal conduct or other forms of communication occurring either on the Employer's premises or in pursuit of a University activity or business,

that is directed at one or more specific employees

that emphasizes the race, creed, colour, age, national origin, nationality, citizenship, ancestry, language or origin, sex, gender, sexual preference, marital or parental status, the number of dependents of the person, family relationship, place of residence, religious or political belief, affiliation or activities, AIDS or HIV status, physical handicap or disability, union membership or non-membership, union activity or lack of activity;

of that employee or those employees;

in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile, or offensive working environment, and

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

(d) Any alleged violation of Article 4:01 as set out above shall be grievable.

4:02

(a) The following clause shall be included on the GA application form and in the OISE/UT course calendar: "The University is committed to principles of equity employment, and particularly encourages applications from women, aboriginal persons, racial minorities, and persons with disabilities."

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

- (c) Applicants for Graduate Assistantships in the Departments of Curriculum, Teaching and Learning, and Sociology and Equity Studies may complete their application forms in French.

### **Sexual and Gender Harassment**

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

4:04 For the purpose of this Collective Agreement, "sexual harassment" means:

- 1) Making submission to an unsolicited sexual advance or solicitation, expressly or by implication, a term or condition of an employee's right to or continuation of or advancement in employment or academic success; and/or
- 2) Using or threatening to make use of, rejection of an unsolicited sexual advance or solicitation as a basis for employment, academic or other decisions affecting the employee or the employee's progress; and/or
- 3) Physical conduct, occurring either on the Employer's premises or in the pursuit of a University activity or business, which emphasizes the sex or sexual orientation of one or more employees in a manner which the actor knows or ought reasonably to know creates for the employee or those employees an intimidating, hostile, or offensive working or learning environment; and/or
- 4) Verbal conduct or other forms of communication occurring either on the Employer's premises or in pursuit of a University activity or business,

that is directed at one or more specific employees,

that emphasizes the sex or sexual orientation of that employee or those employees in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile or offensive working or learning environment, and

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

### **Sexual Harassment Grievances**

4:05 An employee who believes that she/he has been harassed may file a grievance under the normal grievance procedure. The time limit for filing such a grievance shall be six (6) months from when the alleged harassment occurred.

4:06 It is agreed that where an employee elects to submit a grievance alleging sexual harassment, she/he shall forfeit her/his right to file a "complaint" under the Employer's sexual harassment policy.

4:07 Where an employee believes she/he has been the victim of sexual harassment, she/he may request, through the Union, to discontinue contact with the alleged harasser. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any academic or other penalty. The Employer and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

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



- 4:09 In the event that both the complainant and the respondent are employees covered by this Agreement, the Union and the Employer will appoint a mutually-agreed upon third party to investigate the complaint. Within two (2) months, the investigator shall submit a report to the Union and the Employer. The report may recommend discipline: e.g. ordering an apology, counseling, etc. The report shall not preclude the possibility of a grievance being filed on behalf of the complainant or respondent.
- 4:10 In the event a grievance alleging sexual harassment is referred to arbitration in accordance with Article 12, the Chairperson of the Board of Arbitration shall be selected from a list of five (5) to be determined by agreement of the parties following ratification of this Agreement.
- In the event the services of an arbitrator on the list are no longer available, the parties will review and update the list.
- 4:11 In the event a grievance alleging sexual harassment *is* filed, where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step.

#### **ARTICLE 5: UNION SECURITY**

- 5:01 Membership in the Union shall be voluntary. However, as a condition of employment, each employee shall have deducted by the Employer from each pay, inclusive of vacation pay, during the term of the agreement an amount equal to the Union dues, levies and other assessments of the Union as are uniformly levied upon all members of the Union. The amount of such dues, levies or assessments shall be certified to the Employer by the Secretary-Treasurer of the Union. The Employer shall remit the amount deducted in accordance with this Article no later than the end of the month in which the deductions are made. Each remittance shall be accompanied by a list of the employees from whose pay the deductions have been made, indicating the amount of their salary paid for the reporting period. The Union agrees to indemnify and save the Employer harmless from any claims, which arise as a result of its compliance with the provisions of this Article.
- 5:02 The Employer shall provide the Union with a copy of each accepted offer normally within ten (10) working days of acceptance. Any amendments or adjustments made to an accepted offer shall be reported to the Union normally within ten (10) working days.
- 5:03 The Employer shall provide the Union electronic versions of the list of the names, funded or non-funded cohort status, classification, departments, email, home addresses and phone numbers on record of all present employees and the total numbers of domestic and visa students by September 30. The Employer will provide the above information on all new employees within two (2) weeks of their receipt of their first salary payment. The Union agrees that such individual data will be held in confidence and will be used only for official Union purposes. In October, January and May the Employer shall provide the Union with name, department and program stage of each employee.
- 5:04 The Employer shall provide an area of bulletin board space for official union notices in or near each department, to be marked "Canadian Union of Public Employees Notices." The Union shall have the exclusive right to put up and/or take down material from this space.

- 5:05 The Union shall advise the Employer, in writing, of all members of the Union bargaining committee which shall not exceed five (5) employees. For the purposes of negotiations between the parties and as provided in and pursuant to Article 21, the Employer agrees to pay the Union the sum of seven thousand and five hundred (7,500) dollars. Where a member of the Union bargaining committee encounters an unavoidable conflict between any scheduled hours arising from his/her Graduate Assistantship and attendance at a scheduled negotiation meeting with the Employer, the member of the Union bargaining committee shall be entitled to attend the negotiation meeting without loss of pay. The affected member shall provide his/her supervisor with as much advance notice as possible.
- 5:06 Union members who are appointed to OISE/UT Committees shall upon written request to their supervisor, be granted paid release time from their regular assistantship project for those times spent in OISE/UT Committee meetings. Such leave shall not be unreasonably withheld.
- 5:07 Employees who are required to act as witnesses or advisors in grievance meetings, arbitration hearings, may upon written request to their supervisor, be granted paid release time from their regular assistantship project for those times spent in such meetings and /or hearings. Such leave shall not be unreasonably withheld.
- 5:08 The University shall provide the Union with suitable office space, a hook-up to the OISE/UT computer system, and the necessary software to utilize the provided hookup.
- 5:09 The Employer agrees to pay the Union the equivalent of one (1) full (two term) graduate assistantship as part of the requirements of Article 14:14 by May 31 each year. These monies shall be distributed among the members of the Union as seen fit by the Union.
- 5:10 The Employer will provide cleaning service and campus mail service at no cost to the Union.
- 5:11 The Employer agrees to issue upon request from the Union in writing, a library card (valid at both Robarts Library and Bora Laskin Law Library) to the National and Staff Representative(s) of the Union. There shall be no charge to the Union or to the National or Staff Representative(s) for the card. Use of the card shall be subject to the general regulations made from time to time by the University and /or the library, and the Union will be responsible for paying all user charges associated with the card.

#### **ARTICLE 6: MANAGEMENT RIGHTS**

- 6:01 The Union acknowledges that it is the right of the Employer to maintain order and efficiency; to hire, classify, transfer, promote, demote, lay-off; to discipline, suspend, or discharge employees; to establish and enforce rules and regulations not inconsistent with provisions of this agreement which govern the conduct of the employees; and generally to manage and operate the University of Toronto.
- 6:02 In exercising its rights and in conducting its employment relations, the Employer shall act fairly, reasonably, equitably, without unfair discrimination, in good faith and in a manner which is consistent with the provisions of this agreement.

## **ARTICLE 7: UNION AGREEMENT INFORMATION AND ISSUANCE**

### **7:01**

- (a) The Employer shall inform all prospective new employees of the fact that a Union Agreement is in effect and shall provide each individual who accepts an offer of employment with a copy of the Agreement upon commencement of employment.
- (b) Stewards will be granted two (2) hours' paid release time from their regular assistantship to orient new members at the beginning of each academic year.

**7:02** The Employer will have copies of this Agreement printed and distributed within thirty (30) days of its signing by both parties. In addition to the distribution to new employees specified in Article 7:01, the Employer will supply one (1) copy of any new Agreement to each current employee.

**7:03** The Employer will provide the Union with an electronic copy of the Collective Agreement. In addition, the Employer will provide the Union with fifty (50) copies of the Agreement.

## **ARTICLE 8: LABOUR/MANAGEMENT COMMITTEE**

**8:01** The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations. The parties shall each appoint three (3) representatives to a body, which shall be the **Labour/Management Committee**. Meetings of this committee shall be held at the request of either party at a mutually agreed upon time and place provided that the party requesting the meeting give at least seven (7) days' prior notice accompanied by an agenda of matters to be discussed. A representative of each party shall be designated as joint chairperson and they shall alternate in presiding over meetings.

**8:02** It is agreed that matters to be discussed at such meetings shall be the application of the provisions of this Agreement, the clarification of procedures or conditions causing misunderstanding or grievances and such other subjects as are mutually agreed upon.

## **ARTICLE 9: UNION REPRESENTATION**

**9:01** No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. Neither shall the Employer meet with any employee or group of employees undertaking to represent the Union without proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the union shall be the spokesperson. In order that this may be carried out, the Union shall supply the Employer with the names of its officers and staff. Likewise, the Employer shall supply the Union with a list of its designated authorities with whom the Union may be required to transact business.

**9:02** The Employer shall recognize one (1) or more Union Stewards upon receipt of written certification from the Union of the name(s) of such Union Steward(s).

**9:03** Union Stewards, Union officers, or Union staff shall have the right to assist employees in presenting grievances at various steps in the grievance procedure in accordance with this Agreement.

## **ARTICLE 10: DISCIPLINE AND DISCHARGE**

- 10:01 The Employer shall not discipline, suspend, discharge and/or cancellation of subsequent appointments except for just cause.
- 10:02 Employees shall have the right to be represented by a Union Steward or other Union representative at all meetings concerning matters of discipline, suspension, discharge and/or cancellation of subsequent appointments. Employees shall be advised of this right prior to any such discussion and be given the opportunity to send for the Steward or other Union representative.
- 10:03 An employee who is disciplined shall be advised in writing of the nature of the discipline and the reasons for the disciplinary action.
- 10:04 Grievance of disciplinary action shall be initiated at Step 2 or Step 3 of the grievance procedure as appropriate.
- 10:05 All discipline issued to employees shall be in writing, with one (1) copy filed, one (I) copy supplied to the individual concerned, and one (1) copy to be supplied to the Union within three (3) working days of the individual receiving her/his copy.

## **ARTICLE 11: GRIEVANCE PROCEDURE**

- 11:01 A grievance shall be defined as any difference arising with respect to the interpretation, application, administration or alleged violation of this Agreement.
- 11:02 It is the mutual desire of the parties hereto that grievances of employees be adjusted as quickly as possible in the following manner:

An employee, accompanied if desired by either a Union Steward or other authorized Union representative, will first discuss the grievance with her/his supervisor who will attempt to adjust it.

**Step One:** If the grievance is not adjusted by the supervisor, it shall be reduced in writing on an employee grievance form and signed by the employee involved and the employee's Steward within twenty (20) working days after the employee knew or ought reasonably to have known of the occurrence of the circumstances giving rise to the grievance. The immediate supervisor shall give a decision in writing to the employee and either the Steward or other authorized Union representative within seven (7) working days.

**Step Two:** If the grievance is not resolved at Step One, the written grievance may be referred to the Chair for the unit to which the employee is assigned within seven (7) working days following receipt of the decision under Step One. The Chair shall give a decision in writing to the employee and either the Steward or other authorized Union representative within seven (7) working days.

**Step Three:** If the grievance is not settled at Step Two, the written grievance may be referred to the Dean or designate by the Chief Steward, within seven (7) working days of the Union having received an answer in writing from the Chair. The Dean or designate, who may be accompanied by the Director of Human Resources or designate, shall meet with the Chief Steward or designate, who may be accompanied by the National Representative of the Union or designate, within seven (7) working days of receipt of the grievance in order to resolve the

dispute. The Dean or designate shall reply in writing within seven (7) working days if the grievance is not settled at this meeting.

**Step Four:** Failing a satisfactory settlement at Step Three, the Union may refer the grievance to arbitration pursuant to Article 12 of this Agreement within ten (10) working days of receipt of the decision under Step Three.

- 11:03 Where no reply is given to a grievance within the limits specified, the grievor or the Employer, as the case may be, shall be entitled to submit the grievance to the next step of the grievance procedure.
- 11:04 The Arbitrator or Arbitration Board shall have the power to extend the time for the taking of any step in the grievance procedure, provided that the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension. The time limits imposed upon either party at any stage of the grievance procedure may be extended by mutual written agreement of the Employer and the Union.
- 11:05 The Employer shall have the right to file a grievance against the Union with respect to the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall be commenced by presenting in writing a grievance signed by the Dean or designate, to the Union within twenty (20) working days of the day on which it became aware or ought reasonably to have become aware of the occurrence or origination of the circumstances giving rise to the grievance. Failing settlement at a meeting held within fifteen (15) working days of the presentation of the grievance, the Union shall give the Employer its written reply to the grievance within fifteen (15) working days following the meeting. Failing settlement, the Employer may refer the grievance to Arbitration pursuant to Article 12 within fifteen (15) working days of receipt of the Union's written reply.
- 11:06 The Union shall have the right to file a grievance based on a difference with the Employer arising with respect to a question of general application, interpretation, or administration of this Agreement. Such grievance shall not include any matter upon which an employee would be individually entitled to grieve and the regular grievance procedure shall not be bypassed, unless the matter affects the security of the Union. Such grievance, signed by the Chair (Internal) or designate of the Union, must be presented in writing by registered mail or personal delivery to the Director of Human Resources or designate within twenty (20) working days of the day on which the Union became aware or ought reasonably to have become aware of the occurrence or origination of the circumstances giving rise to the grievance. Failing settlement at a meeting held within fifteen (15) working days of the presentation of the grievance, the Employer shall give the Union its written reply to the grievance within fifteen (15) working days following the meeting. Failing settlement, the Union may refer the grievance to Arbitration pursuant to Article 12 of this Agreement within fifteen (15) working days of receipt of the Employer's written reply.
- 11:07 A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress or alleging a similar violation of this Agreement may be initiated at Step Two if the employees are all employed in the same department, or at Step Three if they are employed in different departments, except that such grievances may be initiated within thirty (30) working days after the employees knew or ought reasonably to have known of the occurrence of the circumstances giving rise to the grievance.
- 11:08 Applicants, other than employees, who are registered students in the OISE/UT, or who have been accepted for registration, may file a grievance alleging a violation of Articles 4, 6 and/or 14, commencing at Step Two of the grievance procedure. Such grievance must be filed within twenty (20) working days after the applicant knew or ought reasonably to have known of the occurrence of the circumstances giving rise to the grievance. For the summer session, such a grievance must be filed within ten (10) working days after the applicant knew or ought reasonably to have known of the occurrence of the circumstances giving rise to the grievance.

## ARTICLE 12: ARBITRATION

- 12:01 The notice of intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitrator and the name and address of the party's nominee as sole arbitrator.
- 12:02 The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of its selection of an arbitrator within ten (10) working days after receiving the notice. If the parties are unable to agree upon the selection of an arbitrator within a period of ten (10) working days, either party shall then have the right to request the Minister of Labour to appoint an arbitrator.
- 12:03 Alternatively, the parties may by mutual agreement agree that the grievance be referred to a board of arbitration. The party who gives notice that the grievance be referred to a board of arbitration shall notify the other party of the name and address of the party's nominee to the proposed arbitration board. The party who receives the notice of intention to proceed to a board of arbitration shall then notify the other party of the name and address of their party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice. The two (2) nominees shall attempt to select a chairperson for the board. If they are unable to agree upon the selection within a further period of ten (10) working days after the appointment of the second nominee, either of the parties shall then have the right to request the Minister of Labour to appoint a chairperson for the board.
- 12:04 Grievances as set out in Articles 11:05, 11:06 and 11:07 which are referred to arbitration shall be referred to an arbitration board, the procedure for which is set out in Article 12:03. Alternatively, the Parties may by mutual agreement agree that the grievance be referred to a single arbitrator, the procedure for which is set out in Article 12:02.
- 12:05 The Arbitrator or Arbitration Board shall neither have the authority to make any decision which is inconsistent with the terms of this Agreement, nor to add to or amend this Agreement. The jurisdiction of the Arbitrator or Board shall be strictly confined to the issue in dispute. The decision of the Arbitrator or the Board shall be final and binding upon the parties. The Board's decision shall be unanimous or one reached by a majority of votes; 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.
- 12:06 The Arbitrator or Arbitration Board shall have the authority, in cases of discharge, suspension or disciplinary action, to reinstate an employee with remuneration for all wages and benefits lost.
- 12:07 The Employer and the Union shall each pay one-half (1/2) the remuneration and expenses of the Arbitrator or the chairperson of the Arbitration Board and each party shall pay the remuneration and expenses of its nominee to an Arbitration Board. No grievance may be submitted to an arbitrator or dealt with by an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.
- 12:08 Time limits set forth in this Article may be extended by mutual written agreement of the Employer and the Union.

**ARTICLE 13: WAGES**

13:01 A Graduate Assistantship will be structured to fall within the range of one hundred and thirteen (113) to one hundred and thirty-three (133) hours' duration over one term, or two hundred and twenty-six (226) to two hundred and sixty-six (266) hours over two terms.

The value of an assistantship shall be as follows:

<u>Effective Date</u>	<u>One Term</u>	<u>Regular Academic Session (Two Term)</u>
January 1, 2005	\$5029	\$10,059
September 1, 2005	\$5130	\$10,260

All Assistantships shall have an additional four percent (4%) added for vacation pay. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular monthly salary payment.

13:02 The Employer shall issue to the employee a Record of Employment form within five (5) working days of the termination of the appointment.

13:03 The Employee's pay stub will clearly indicate the name of the Union (i.e. CUPE 3907) with the deduction for union dues.

**ARTICLE 14: APPOINTMENTS**

**Preamble**

14:00 All full-time graduate students are eligible to be considered for Graduate Assistantships under this collective agreement. Graduate students holding a major scholarship, fellowship or assistantship during the academic year (September-August) equal to or in excess of the value of a full Ontario Graduate Scholarship are not eligible for an assistantship.

"Flex-time" Ph.D. students are part time students for the purpose of this article.

**Group A**

14:01 Definition:

This group is defined as covering students in:

- a Ph.D. program for the first four (4) years of the program;
- the M.A. program (excluding the M.A. in Child Study, the Masters of Arts in Teaching [M.A.T.], and the Masters of Teaching [M.T.]) for the first year in the program;
- Students in the M.A. in School and Clinical Child Psychology for the first two (2) years of the program;
- School and Clinical Child Psychology Students at OISE/UT who then go on to pursue the Ph.D. at OISE/UT, for the first three (3) years of the Ph.D. program.

Students who meet the criteria above, but are full time employees at the University of Toronto or elsewhere, are ineligible to be considered for graduate assistantships under this collective agreement. Full time employment is defined as thirty-five (35) hours per week, or where different, the number of hours specified in an employee's contract as full time employment.



All students who meet the criteria above for inclusion in Group A will be offered a full (i.e. two terms, comprising the Winter academic session) Graduate Assistantship under this agreement.

## **Group B**

### **14:02** Definition:

This group is defined as covering all other full time graduate students **not** covered by Group A including:

- Students in the Ed.D. program;
  - Students in the M.Ed. program.
- a) Students who are enrolled or will be enrolled full-time in an M.Ed. will be eligible to be considered for assistantships for the first two (2) years of their program. Students who are enrolled full-time in a Masters program with a two (2) year residence requirement will be eligible to be considered for the first three (3) years of their program.
  - b) Students who are enrolled or will be enrolled full-time in a doctoral program will be eligible to be considered for assistantships for the first five (5) years of their program.
  - c) The assistantships of students who are enrolled full-time in the first year of an Ed.D. program will be renewed automatically for three (3) subsequent years of full-time study. Students awarded an assistantship in their second year will be automatically renewed for the following two (2) years. Students awarded an assistantship in their third year will be automatically renewed for the following year.
  - (d) Students with a guaranteed assistantship need not submit an application unless applying for an additional term of work above that specified in the original offer of appointment.

The Employer shall make at least forty-five (45) appointments of individuals from Group B beginning in the 2005/06 Regular Academic session.

### **14:03 – 14:08: Group B Only**

#### **14:03**

- (a) All applications from eligible students will be considered by Departmental Assistantship Committees on the basis of the applicant's ability to assist in research and/or field development activities, which are broadly defined but which do not include activities which are solely or predominantly clerical or administrative in nature. Departmental recruitment needs and seniority in the bargaining unit will be considered on an equal basis. On the basis of these considerations, the Chair will recommend offers of assistantships.
- (b) At least sixty (60) days prior to the deadline for submission of applications for assistantships, each Departmental Assistantship Committee shall submit to the Employer and post in departments the most current departmental procedures and ranking criteria for the allocation of graduate assistantships. The Union shall be provided with a copy of all such departmental procedures and ranking criteria within five (5) working days of their being posted. Such departmental procedures and ranking criteria shall be in conformity with the provisions of Article 14:03(a).

- 14:04 The Union is entitled to appoint an observer to the Departmental Assistantship Committee, and to any committee in a department considering the offers of assistantships. The observer shall be given seven (7) working days' notice of such meetings and shall have the right to speak in respect of issues related to the interpretation of the Collective Agreement.
- 14:05 The evidence to be considered in judging applications shall be limited to the application form, the student's academic file and any evaluation, per Article 19, of the student's performance as a graduate student.
- 14:06
- (a) A current applicant for an appointment from a department may not serve as union observer in that department and will withdraw from a committee's deliberations during discussion of the application of a spouse or immediate family member.
- (b) Union observers shall be given documentation regarding ranking and allocation of assistantships limited to departmental ranking criteria used in the allocation of assistantships, applicant's scores, and final departmental ranking sheets.
- (c) Time used by the union observer appointed under Article 14:03 in the ranking of assistantship applications shall be considered as time worked for his/her assistantship.
- 14:07 A faculty member cannot serve on a Departmental Assistantship Committee for a department considering an application from her/his spouse or a member of her/his immediate family.
- 14:08 Applicants will normally be advised in writing of the outcome of their applications no later than April 30th. Members who have guaranteed assistantships for the next regular academic session will normally be notified no later than March 30th. Applicants shall indicate, in writing on a form provided by the OISE/UT Student Services Office, whether they are prepared to accept an appointment.

**Groups A and B (Articles 14:09 – 14:19)**

- 14:09
- (a) For students in full time study in the same degree program for two terms of any academic year, the offer of appointment will be made for both terms considered to be thirty-five (35) weeks. For students in full time study for only one term in any academic year, the offer of appointment will be made for the term of the full time study considered to be seventeen and one-half (17 1/2) weeks.
- (b) Upon request by a Graduate Assistant, notwithstanding Article 14:09(a), the period for completing assigned work may be extended to May 31 by mutual agreement of the supervisor and the Graduate Assistant.
- 14:10 The employment of and payment to a Graduate Assistant shall cease at the end of the academic term in which the employee completes all requirements for the degree program.
- 14:11 The employment of and payment to a Graduate Assistant shall cease at the time the employee ceases to be a registered student in a degree program, or ceases to be engaged in full time study or is dismissed for cause.

14:12 Applicants may decline an offer of appointment for any reason, and that action will not in and of itself affect the eligibility of the applicant to make future applications, nor will that action enter into the consideration of future applications.

14:13

(a) For graduate assistants beginning their assistantships in the Fall term, job descriptions of all available work assignments will be posted on the first Monday following Labour Day; for graduate assistants beginning their assistantships in the Spring term, job descriptions will be posted during the first working week in January; for summer assistantships, job descriptions will be posted during the first week in May. Each job description will indicate whether the work is to be performed in OISE/UT buildings or elsewhere and if evening and/or weekend work is required and will indicate the name of the supervisor. The Union shall receive copies of all job postings as they are submitted by units for approval.

(b) Graduate assistants shall indicate up to five (5) ranked preferences of job assignments and reasons (e.g., relation of job to academic and professional development, special skills, experience) on a form to be provided by the OISE/UT Student Services Office. These forms will be submitted to the Chair of the Departmental Assistantship Committee within ten (10) days of the posting. Graduate Assistants applying for job assignments in different units will provide each unit, including their home department, with a copy of the form.

(c) The Departmental Assistantship Committee, with the approval of the Chair, will assign available jobs within fifteen (15) working days of the posting of the job descriptions. The stated preferences of the applicants, particularly with regard to how the work will contribute to the Assistant's academic and professional development, will be taken into account in making specific job assignments. In cases where there is more than one (1) applicant for a job assignment, the supervisor shall be so notified by the Committee and shall be invited to indicate their preferences and reasons in writing to the Assistantship Committee. Job assignments will be posted in the department and copied to the Union and the OISE/UT Student Services Office as soon as possible following approval of the assignments by the Chair. Graduate Assistants will indicate their acceptance of these assignments by signing the appropriate form, which shall be copied to the union.

14:14 Students who have disabilities and who have not completed the academic requirements of their degree program may, upon written request, gain an additional year of eligibility, subject to the confirmation of the disability by the Special Services to Persons with a Disability Office. Such request should be submitted, along with the assistantship application, by December 1<sup>st</sup>.

14:15 An academic year over which a graduate student takes an approved leave of absence from full-time study shall not be counted as one of the years referred to in Article 14:02(a), (b) and (c) or Article 14:10.

14:16 Notwithstanding 14:02(c), employees will not have their assistantships renewed or if they are terminated for just cause.

14:17 The Employer shall make at least twenty-four (24) appointments for the summer academic session and shall endeavour to ensure that, overall, at least fifty (50%) percent of the appointments are awarded to individuals in Group B.

14:18 The Employer agrees to make payment retroactively when an appointment has not been processed to effect payment on the first normal payday of the appointment period.

### **Research and Development Graduate Assistantships**

14:19 The University agreed to establish a fund of a minimum of one hundred and ten thousand (\$110,000) dollars for the creation of Research and Development Graduate Assistantships, of which no less than seventy-five thousand (\$75,000) dollars will be allocated to individuals from Group B. The parties agree that students in the Doctoral program in year six (6) are eligible for appointment to Research and Development Graduate Assistantships.

### **ARTICLE 15: HOURS AND CONDITIONS OF WORK**

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

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

15:03 The hours of work referred to in a letter of appointment shall be the total number of hours over the entire period of employment. Where applicable, the Employer will make every reasonable effort to equalize the hours worked in the Fall and Spring academic terms.

15:04 If the Chair fails to specify an employee's work assignment within the time period specified in Article 14:13, the employee's hours of work will be reduced accordingly.

15:05 All Graduate Assistants shall be provided with a desk and all materials necessary for the performance of their duties. Materials may include, for example: use of a computer, phone, photocopy machine and computer disks, as required to perform the duties of the assistantship. Graduate Assistants who, with prior written approval of the Chair (or designate) of the employing department, incur travel and material expenses for the performance of their graduate assistantship may submit receipts for reimbursement according to University policy.

### **ARTICLE 16: LAYOFF AND RECALL**

16:01 Should the employer determine that it is necessary to lay off members of the bargaining unit the order of lay off shall be the reverse order of their departmental ranking at time of hire. In any case of layoff the employee shall be given ten (10) working days' notice or payment in lieu. Employees on layoff shall be recalled in order of departmental ranking. Employees on layoff shall be eligible for recall for a period of one hundred (100) calendar days from the date of layoff.

## **ARTICLE 17: LEAVES OF ABSENCE**

### **General**

17:01 Upon application to the employee's supervisor, an employee may be given leave without pay with the approval of the Dean or designate. Such leave shall not unreasonably be denied.

### **Bereavement Leave**

17:02 An employee shall be given one (1) week's leave with pay upon the death of a member of the employee's family. It is understood that for the purposes of this article, family shall be broadly defined. Leave shall not unreasonably be denied.

### **Pregnancy Leave**

17:03 A pregnant employee shall be granted a pregnancy leave of absence of up to seventeen (17) weeks upon written request submitted at least two (2) weeks in advance and submission therewith of a doctor's certificate stating that she is pregnant and the probable date of delivery. Where the department requests a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynecologist, midwife) confirming this information, such certificate shall be provided without undue delay. The employee and the employing Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of a leave may not be extended beyond the ending date of the employee's appointment. Leaves of two (2) months or less shall not result in an interruption of regular monthly installments. Leaves longer than two (2) months shall be without pay for the period which exceeds the first two (2) months of such leave. An employee may return to work within the original period of appointment upon giving two (2) weeks' notice in writing of her intention to do so or upon confirming her previous arrangement for return. The employee shall be reinstated to her position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of her appointment.

17:04 In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may begin her leave, but shall notify her employing Department as soon as possible, but no later than ten (10) working days subsequent to her first day of leave; the employee shall provide, at the Employer's expense, a doctor's certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth.

### **Parental Leave**

17:05 An employee shall be entitled to one (1) week of paid parental leave upon the birth and/or adoption of a child by an employee or her/his partner.

### **Sick Leave**

17:06 Employees who have a full GA appointment in an academic session shall be granted up to two (2) days of sick leave with no loss of pay. Appointments which are less than full GA's, shall have their sick leave pro-rated. Any additional absence or absences due to illness/injury shall be without pay. To qualify for sick leave the employee must notify his/her supervisor and the Chair or Designated Authority as to the expected duration of the illness/injury. Sick leave shall not accumulate from one appointment to another. Employees may be required to provide a physician's certificate upon return to work. All certifications by medical practitioners respecting sickness or injury shall remain confidential.

### **Work Accommodation**

17:07 Where an employee requires accommodation due to illness or disability, the employee will first raise this with the supervisor. The Employer will meet with the union to discuss its plans for accommodation. Where a written accommodation plan exists, the union will be provided with a copy.

### **Union Conventions**

17:08 Subject to the approval of the Chair and upon written request at least ten (10) working days in advance, leave of absence without pay or loss of seniority shall be granted to not more than three (3) employees. Such leave of absence shall apply to employees who may be elected or appointed by the Union to attend Union conferences and conventions. Such leave of absence is to be confined to the actual duration of the convention and the necessary travel time. Such leave shall not exceed thirty (30) working days in total for the bargaining unit in any calendar year. The granting of such leaves shall not be unreasonably withheld.

### **ARTICLE 18: BENEFITS**

18:01 Effective May 1, 2002, all Graduate Assistants who are employed for at least one (1) term between May 1 and April 30 of each year shall receive two hundred and fifty dollars (\$250.00). All Visa students employed as Graduate Assistants for at least one (1) term between May 1 and April 30 of each year shall receive an additional payment of three hundred dollars (\$300.00).

Effective September 1, 2004 all Graduate Assistants in Group B who are Visa students with dependents shall receive an additional payment of one hundred and fifty dollars (\$150.00).

18:02 The Employer shall pay all tuition costs and other related costs for courses deemed by the Chair to be essential to an employee's work assignment. All courses, and all related costs, must be approved by the Chair prior to enrollment. The first two (2) hours of an approved course will be credited toward GA as time worked.

### **ARTICLE 19: EMPLOYEE EVALUATION AND RECORDS**

19:01 In the event that employee evaluations are carried out, such evaluations shall be put in an employment file, only after discussion with the employee, and the employee shall have the right to place written comments in the file, and the right to grieve the methods of evaluation. Employees shall have the right to make copies of all documents in their employment files.

19:02 The employment file shall only contain documents relating to employment and such file shall be maintained separately from the employee's academic file.

19:03 The contents of the employment file, and all other matters pertaining to the employee's work performance shall not be communicated in a discussion of academic standing or performance and shall not affect in any way the evaluation of academic standing or performance.

### **ARTICLE 20: HEALTH AND SAFETY**

20:01 The Union has the right to appoint a voting representative to all health and safety committees at the OISE/UT.

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

**ARTICLE 21: TERM OF AGREEMENT**

- 21:01 This Agreement and the attached Letters of Intent forming a part thereof, shall be binding and remain in effect from September 1, 2004 to August 31, 2006 and shall be renewed from year to year thereafter unless either party gives the other notice, in writing, within the period one hundred and thirty (130) days before the Agreement ceases that it desires to amend or terminate the Agreement.
- 21:02 When such notice is given, negotiations shall commence within twenty-one (21) days of receipt of the notice, and both parties shall negotiate in good faith. This Agreement shall continue in force until a new agreement is signed, or the right to strike or lockout commences, whichever occurs first.



**IN WITNESS WHEREOF** each of the parties hereto have caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on February 11, 2005.

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**

**BY:**

\_\_\_\_\_  
*Vice President, Human Resources & Equity*

\_\_\_\_\_  
*Secretary of Governing Council*

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3907**

**BY:**

\_\_\_\_\_  
*National Representative*

\_\_\_\_\_  
*Chair*

**LETTER OF INTENT: Additional Research and Development G.A.ships**

The University will provide, in the 2005/06 academic year, an additional twenty thousand (\$20,000) dollars to the Research and Development fund (as described in Article 14:19 of the collective agreement), the funds to be used specifically for the creation of two full Research and Development G.A.ships to be awarded to Visa Students in Group B.

\*\*\*\*\*

**LETTER OF INTENT: Calculation**

The University agrees that for the purpose of calculating the funding level for any student in Group A, a maximum of nine thousand five hundred (\$9,500) dollars plus four (4%) percent vacation pay of Graduate Assistantship earnings may be included in the calculation of the funding package. It is understood that earnings from summer G.A.ships is not included in the calculation.

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**LETTER OF INTENT: Communication**

The Employer agrees that pay envelopes will not be used as a means of communicating information to employees concerning labour relations issues.

\*\*\*\*\*

**LETTER OF INTENT: Employment Equity**

Two members of the CUPE, Local 3907 bargaining unit shall be elected or appointed by the Union to the OISE/UT Equity Advisory Committee. In the event the OISE/UT Faculty Council creates an equity committee, it is agreed that the Dean will support the inclusion of at least two (2) CUPE, Local 3907 representatives on the Committee.

\*\*\*\*\*

**LETTER OF INTENT: Health and Safety Committee**

The University is committed to the prevention of illness through the provision and maintenance of healthy and safe conditions on its premises. The University endeavors to provide a hazard free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programmes and procedures.

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

The University shall acquaint its employees with such components of legislation, regulations, standards, practises and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community.



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

The University will continue to respect the functions and guidelines established for the Joint Health and Safety Committee for the duration of the Collective Agreement. It is understood that should there be changes in the applicable legislation, the parties will meet to discuss the implications. All copies of minutes of joint H&S meetings will be forwarded to the union office via electronic mail.

It is further agreed that the Union may only submit a grievance should the University unilaterally amend or abrogate the terms of the Joint Health and Safety Agreement, and/or fail to provide adequate paid time off for worker members to carry out their Joint Health and Safety Committee duties as specified in this agreement. Such grievances will be submitted in accordance with the provisions specified under Articles 11 and 12 of the Collective Agreement.

\*\*\*\*\*

**LETTER OF INTENT: Joint Committee to Review Assistantship Allocation Process**

The parties agree to renew their commitment to and continue the work of the Joint Committee to review the Graduate Assistantship allocation process and procedures.

The Committee's mandate shall be to improve and simplify the assistantship allocation process to better address the needs of the various stakeholders.

The Joint Committee will include three (3) representatives of the University and three (3) representatives of the Union. The committee shall also invite any of the University's or the Union's equity officers to speak to the committee with respect to employment equity issues.

The committee will meet no later than two (2) months after ratification and will report regularly on its progress to the Dean and to the Labour-Management Committee, or at least every three (3) months.

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