

University of Toronto

- and -

**The Canadian Union of Public Employees (CUPE)
Local 3902 – Unit 6**

Collective Bargaining 2021

WITHOUT PREJUDICE

Package for Settlement

Friday, December 17, 2021

**Withdrawn if not accepted by
Monday, December 20, 2021**

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

SETTLEMENT:

- All proposals as attached to this document
- All other proposals not expressly agreed upon are withdrawn
- No provisions are retroactive unless expressly indicated
- The term of the agreement shall be from January 1, 2022 to December 31, 2024

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

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

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

FRIDAY, DECEMBER 17, 2021

FOR ACCEPTANCE ON OR BEFORE MONDAY, DECEMBER 20, 2021

MEMORANDUM OF AGREEMENT FOR A FIRST COLLECTIVE AGREEMENT

-BETWEEN-

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

-AND-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3902 – Unit 6
(hereinafter referred to as "the Union")**

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend for ratification a first collective agreement on the terms and conditions set out herein.
2. The term of this first collective agreement shall be from January 1, 2022 to December 31, 2024.
3. The parties herein agree that the said collective agreement shall include all attached pages numbered 1 to _____ .
4. The provisions of this first collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically and expressly noted.

FOR THE UNIVERSITY

FOR THE UNION

Christina Cole

Yin Kin

R. Pearson

J.M. Bujfy

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University of Toronto Proposals to CUPE, Local 3902 – Unit 6
WITHOUT PREJUDICE
December 17, 2021

10:00AM

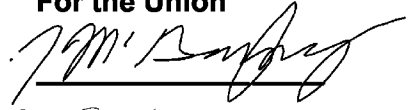
DATED AT TORONTO THIS _____ DAY OF December, 2021

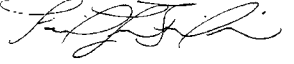
ARTICLE 1: GENERAL PURPOSE

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

For the University

For the Union





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ARTICLE 2: RECOGNITION & COVERAGE

2:01 The University recognizes the Canadian Union of Public Employees, Local 3902, Unit #6, as the sole and exclusive bargaining agent for all persons in the employ of The Governing Council of the University of Toronto in the City of Toronto engaged in teaching, demonstrating, tutoring, marking/grading, and/or language instruction in the International Foundation Program and International Summer Academy at New College, save and except Program Directors and persons above the rank of Program Director and employees already covered by an existing Collective Agreement.

2:02 Subject to Article 2:01 above, there are two (2) types of employees covered by this Collective Agreement:

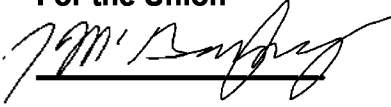
- a) IFP Instructors who teach language and general academic skills development non-degree-credit courses are sessional employees who have been hired in full-time continuing positions for which the University requires staffing only during an academic year, which is normally a minimum of eight (8) consecutive months in a twelve (12) month period ("IFP Sessional Instructors"). Notwithstanding the foregoing, the closed group of IFP instructors listed in Appendix A who are not full-time employees and are teaching less than a full course load from September to April or May shall also be deemed to be IFP Sessional Instructors hired in continuing positions for which the University requires staffing only during an academic year, which is normally a minimum of eight (8) consecutive months in a twelve (12) month period. All IFP Sessional Instructors are on sessional layoff for the balance of the year.
- b) ISA Instructors, IFP Instructors who teach discipline-specific non-degree-credit courses ("IFP Discipline-Specific Instructors") and IFP Instructors who teach language and general academic skills development non-degree-credit courses in the summer only ("Summer-Only less than full-time IFP Instructors") are employees who have been hired on short-term contracts of less than one (1) year and who do not hold continuing positions. Each such short-term contract shall have a predetermined end date.


2:03 When an IFP Sessional Instructor is on sessional layoff, they may apply and be hired to work in this bargaining unit pursuant to Article 15: Posting and Hiring: International Summer Academy (ISA) Instructors, Discipline-Specific IFP Instructors, and Summer-Only less than full-time IFP Instructors at New College pursuant to a short-term contract within the meaning of Article 2:02(b). Such short-term contract will be governed by the terms and conditions set out in this collective agreement that are applicable to short-term employment. Such short-term contract does not create any entitlements that apply to IFP Sessional Instructors only. For clarity, this

provision does not apply to IFP Sessional Instructors who are recalled from sessional layoff during the summer to perform work as full-time continuing IFP Sessional Instructors; such work will be subject to the terms and conditions of employment set out in this collective agreement applicable to full-time continuing IFP Sessional Instructors.

For the University

For the Union





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ARTICLE 3: RESERVATION OF MANAGEMENT RIGHTS

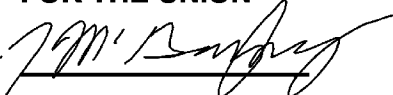
3:01 The Employer retains the right to manage the University in all respects except to the extent specifically modified by the terms of this Collective Agreement. Without limiting the generality of the foregoing statement, the Employer has the right to **do the following**:

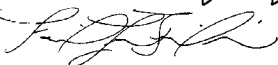
- (a) Manage all aspects of the academic and business enterprise of the University.
- (b) **Maintain order, discipline, and efficiency.**
- (c) ~~to~~ Hire, **assign, direct,** classify, transfer, promote, demote, layoff, **recall,** discipline, suspend or discharge employees; to enforce reasonable rules and regulations, not inconsistent with this Collective Agreement, which govern the conduct of employees.
- (d) ~~and to~~ Determine the courses to be offered, **the assignment of such courses and sections of such courses to employees,** the frequency and number of such courses, the academic standards for such courses, requirements for credits and degrees, enrolment, and deployment of academic and other resources for the delivery of such courses.
- (e) **Determine the nature and kind of business conducted by the University, the kinds and locations of equipment used, materials used, the methods and techniques of work, the hours of work, work assignments, the schedules of work, the number of personnel to be employed, classifications and the qualifications for positions, duties and responsibilities of positions, and the extension, limitation, curtailment or cessation of operations.**

3:02 The Employer agrees to exercise these rights in a manner which is fair, reasonable, equitable and consistent with the provisions of this Agreement.

FOR THE UNIVERSITY

FOR THE UNION





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University of Toronto
December 07, 2021 @ 10:30 a.m.

WITHOUT PREJUDICE

issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

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 in any matter concerning the application of the provisions of this Agreement by reason of: race, ancestry, place of origin, colour, ethnic origin, **accent, language of origin**, citizenship, creed, religious or political affiliation or belief, sex, gender, sexual orientation, gender identity, gender expression, age, record of offences, marital status (as defined in law), same-sex partnership status, family status, parental status, number of dependents, disability (including AIDS/HIV status), physical attributes or academic school of thought, nor by reason of the employee's non-membership, membership or activity in the Union.
- (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, **ethnic origin**, colour, sexual orientation, **or gender identity or** 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. The Employer agrees to use the pronouns specified by the employee. The Employer further agrees to incorporate any legal name and/or sex or gender changes.**

FOR THE UNIVERSITY

FOR THE UNION

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University of Toronto
December 17, 2021

WITHOUT PREJUDICE

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Sexual Violence and Sexual Harassment

- 4:02 Sexual harassment shall be considered discrimination under Article 4:01.
- 4:03 The University will provide an environment where members of the Bargaining Unit are not subjected to sexual violence and sexual harassment. Bargaining unit employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the *Ontario Human Rights Code*, the *Occupational Health and Safety Act* and the University's Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

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

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

- 4:04 Employees making a Report under the University's Policy on Sexual Violence and Sexual Harassment shall **be advised they** have the right to be accompanied by a Union representative at any stage of the process.

~~The time limit for making a A Report under the University's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual harassment under this Collective Agreement may be filed at any time in accordance with the Policy on Sexual Violence and Sexual Harassment. For clarity, there is no time limit for filing a Report under the Policy. shall be no longer than six (6) months after the occurrence of the matter that is the subject of the Report/grievance. Where the alleged harasser is the immediate supervisor of the complainant/griever, the time limit to make a Report or file a grievance shall extend to twelve (12) months.~~

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

If an employee files a grievance under Article 4:04, such grievance shall be filed at Step 3 of the grievance procedure. The time limits set out in Article 12:07 of the Collective Agreement shall not apply to such grievances. The time limit for the University to issue a Step 3 response under Article 4:04 shall be sixty (60) working days.

~~Notwithstanding Articles 12:06 and 12:07 of this Collective Agreement, a grievance alleging sexual violence or sexual harassment shall be filed at Step 3 (or Step 2 for single department faculties). The Vice-President, Human Resources & Equity (or designate) will give a written decision to the Chair or Grievance Officer of the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 13 of this Collective Agreement.~~

- 4:05 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 4:06 An employee who makes a Report of sexual violence or sexual harassment, and/or files a grievance alleging sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the Respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The Employer and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
- 4:07 Witnesses who give information and/or evidence in a complaint of sexual violence or sexual harassment shall suffer no penalty of an academic or other nature.
- 4:08 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are members of CUPE 3902 bargaining units, both the Complainant and the Respondent shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and ground therefor. The University shall give due consideration to all such

objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

4:09 In the event that a grievance alleging sexual harassment is referred to arbitration in accordance with Article 13, the Chairperson of the Board of Arbitration shall be selected from among the following persons:

Paula Knopf
Kevin Burkett
Louisa Davie
Jasbir Parmar

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

For the University

For the Union

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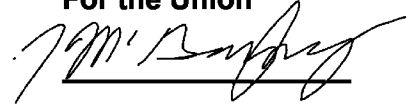
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ARTICLE 5: NO STRIKES AND NO LOCKOUTS

5:01 The Employer undertakes that there will be no lockout as defined in the Labour Relations Act during the term of this Agreement. The Union undertakes that there will be no strike as defined in the Labour Relations Act during the term of this Agreement.

For the University

For the Union





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ARTICLE 6: UNION SECURITY

6:01 Membership in the Union shall be on a voluntary basis; however, as a condition of employment, each employee shall have deducted by the Employer from each monthly pay during the term of the Agreement an amount equivalent to the Union dues or any assessments as are uniformly levied upon all members of the Union in accordance with its Constitution and By-laws. The amount of such dues shall be certified to the Employer in writing by the Secretary-Treasurer of the Union. Notice of any change in dues must be provided in writing to the Employer by the Secretary-Treasurer of the Union. Where the change is solely a change in the percentage rate of dues deducted, it shall be effective on the first day of the month following the period of thirty (30) days from actual receipt of the notice; other changes shall be effective on the first day of the month following the period of sixty (60) days from actual receipt of the notice. The Employer shall not be required to implement any change in dues affecting only a portion of the monthly pay.

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

6:02 All enquiries concerning Union dues or dues deductions should be directed to CUPE/SCFP, Local 3902, **208 180** Bloor Street West, Suite **300 803**, Toronto, Ontario M5S **3B4 2V6**, telephone: 416-593-7057, e-mail: info@cupe3902.org.

6:03 The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an employee(s) for amounts deducted from pay as provided for in this Article.

6:04 The University will pay to the Union by the 30th of April of each year an amount equivalent to one (1) time the minimum stipend rate for a **Discipline-Specific IFP Instructor** for a **"Y" half (0.5)** course for the purposes of the costs associated with the administration of the Collective Agreement.

6:05 The Employer agrees to issue, upon request from the Union in writing, to the Staff Representative(s) of the Union:

- (a) A library card (valid for the University of Toronto Library system, including at both Robarts Library and Bora Laskin Law Library)
- (b) A valid username/password to access the University's Campus Wireless Network.

There shall be no charge to the Union or to the Staff Representative(s) for the card and/or wireless access. Use of the card and wireless network shall be subject to the general regulations made from time to time by the University and/or the Library. Access to the Bora Laskin Law Library shall include access to all online legal resources available for University of Toronto library card holders who are not students or faculty in the Faculty of Law.

[See Joint Letter of Intent – Duplicate Provisions]

6:06 ~~The Employer agrees to inform all new employees that a Collective Agreement is in effect. A searchable electronic copy shall be provided to each new employee at the email address provided by the employee. The Employer agrees to inform all employees and each subsequent new employee that a Collective Agreement is in effect. A searchable electronic copy shall be provided to each employee at the email address provided by the employee.~~

The collective agreement will be posted on the University's Human Resources & Equity website in a searchable format and a link to said website will be provided to all employees in the bargaining unit.

The University will provide the Union with a searchable electronic copy and **twenty (20)** printed copies of the agreement.

6:07 a) The **Program Hiring Department** shall include in its written employment offers sent electronically to individuals for appointments covered by this Agreement, the following statement "A statement about the Union, along with other information about the Union, including information about funds, can be found on the Union's website ([WEB ADDRESS]) and the Unit 6 homepage (URL). All of this information is that of the Union, represents the views of the Union and has not been approved or endorsed by the University."

(b) In the event that the **Program Department** makes written employment offers to individuals for appointments covered by this Agreement that are not sent electronically, the **Program Department** shall provide the following statement to the individual in an electronic correspondence: "A statement about the Union, along with other information about the Union, including information about funds, can be found on the Union's website ([WEB ADDRESS]) and the Unit 6

homepage (URL). All of this information is that of the Union, represents the views of the Union and has not been approved or endorsed by the University.” This electronic correspondence shall be provided at or prior to the time the employee receives the written job offer of an appointment in the bargaining unit, but in no event, no later than the start date of employment.

(c) The placeholder CUPE Local 3902, Unit 6 referred to in paragraphs a) and b) shall contain the web address for the CUPE Local 3902, Unit 6 home page that is a central hub for navigating information concerning CUPE Local 3902, Unit 6 and the words “Union’s website” and/or CUPE Local 3902, Unit 6 in paragraphs (a) and (b) above shall also contain an embedded link that, when clicked, takes the user directly to the CUPE Local 3902, Unit 6 home page that is a central hub for navigating information concerning CUPE Local 3902, Unit 6. For clarity, neither the placeholder CUPE Local 3902, Unit 6 nor the embedded link shall link the user directly to any particular document(s).

Information Provided by Program Department to the Union

6:08 Each employing Program Department shall provide the Union, via email, with copies of all accepted letters of offer made to members of the bargaining unit. Copies shall be provided within fifteen (15) working days after the receipt in the employing Program Department of the written acceptance of the position by the successful candidate, and earlier if possible. **In the case of IFP Sessional Instructors, advancement status will be included. Instructor I, II, and III inclusion of the academic rank shall satisfy the notice requirements of Article 14:15.**

FOR THE UNIVERSITY

FOR THE UNION

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ARTICLE 7: ACADEMIC FREEDOM

7:01 All members of the University Community have the rights and obligations set forth in the Statement of Institutional Purpose and the Statement on Freedom of Speech, as they exist from time to time.

7:02 Further, the parties to this Agreement acknowledge that the University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, they agree to abide by the principles of academic freedom as expressed in the following statement with respect to **IFP and ISA Instructors**: academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without reference to prescribed doctrine, as well as the right to criticize the University, and society at large. Specifically, and without limiting the above, academic freedom entitles **IFP and ISA Instructors** to:

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

7:03 **IFP and ISA Instructors**' professional obligations and responsibilities to the University shall encompass teaching, which includes, without being restricted to, responsibilities as follows:

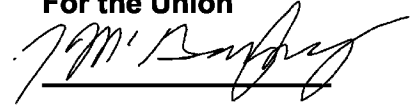
An employee shall carry out responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care be accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation,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


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

7:04 The University acknowledges that bargaining unit members may carry out research under the rubric of private scholarship. The parties understand and agree that such research is not an aspect of employment in this bargaining unit, and is not an expectation or condition of employment. The parties are agreed that any research undertaken by a member of the bargaining unit as a private scholar is not under the obligation of the University of Toronto, which assumes no liability for any such research.

For the University

For the Union





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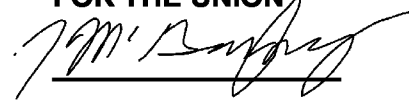
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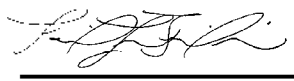
ARTICLE 8: CORRESPONDENCE

- 8:01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director of Labour Relations or designate, 215 Huron Street, 8th Floor, Toronto, and the Secretary **Treasurer, or Chair, and Vice-Chair, Colleges** of the Union. For purposes of administering this Collective Agreement, wherever Vice-President, Human Resources & Equity is referred to, it is understood that a designated representative may be recognized and dealt with in their stead.
- 8:02 Any such communications given under this Agreement shall be deemed given and received three working days after the date of posting or date sent if sent electronically.

FOR THE UNIVERSITY

FOR THE UNION





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ARTICLE 9: LABOUR/MANAGEMENT RELATIONS

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. The Employer shall not meet with any employee or group of employees undertaking to represent the Union without the proper authorization of the Union. In representing an employee or group of employees, a representative of the Union shall be the spokesperson. In order that this may be carried out, the Union shall supply the Employer with the names of its Officers and representatives. Likewise the Employer shall supply the Union with a list of its Designated Authorities and Chairs where the Chair is not the Designated Authority. Neither the Union nor the Employer shall be required to recognize such representatives until written notification has been received.

Labour/Management Committee

9:02 The Union and the Employer acknowledge the mutual benefit of joint consultation and agree, therefore, that there shall be a joint labour/management committee consisting of four (4) representatives from and selected by each party. **The committee shall include the Principal of New College and/or designate, and the Union Vice-Chair Colleges and/or designate.**

There shall be one (1) regularly scheduled Labour/Management Committee meeting in each four (4) month term or semester (January to April, May to August, September to December). In addition, meetings shall be arranged at the request of either party through the Labour Relations Department, by submitting in writing the topics to be discussed. Such meetings shall take place, at a mutually-agreeable time, within ten (10) working days of the receipt of the request for the meeting. Meetings shall not be used to discuss matters which are the subject of a grievance nor to discuss any matters which are, at the time, the subject of collective bargaining. The committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions, and shall not have the power to add to or modify the terms of this agreement. A representative of each party shall be designated Co-Chairperson, and the two persons so designated shall alternate in presiding over meetings.

Discussion

9:03 The parties are agreed that discussion and communication on matters of mutual concern between employees or the Union and the IFP and ISP Programs of employment shall be encouraged, recognizing that the format of these discussions will vary from Program to Program.

Management Training

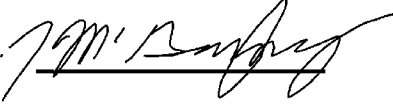
9:04 The Union will be invited to send a representative to a Human Resources Management Seminar for new academic administrators to address the participants for fifteen (15) minutes on the Union's perspective of the content and workings of the Collective Agreement, and to set out the Union's major issues and concerns. The Union shall be notified of such training at least ten (10) working days in advance of the session.

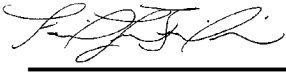
Report on Class Sizes

9:05 The Employer shall prepare and provide annually (on a May-April year) to the Union a summary report on class sizes in the Programs. The report will be sent to the Union no later than the date of the Fall academic term Labour/Management Committee meeting.

FOR THE UNIVERSITY

FOR THE UNION





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

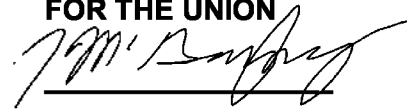
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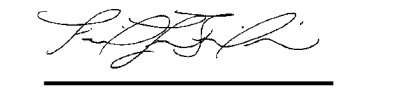
ARTICLE 10: UNION REPRESENTATION

- 10:01 The Employer acknowledges the rights and duties of Union Stewards and the Grievance Committee and the Grievance Officer to assist in preparing and presenting grievances in accordance with the Grievance Procedure.
- 10:02 The Employer agrees to recognize the authority of the Grievance Officer, Union Stewards, and members of the Grievance Committee to assist in the administration of the Collective Agreement. Upon request from the Unit Steward(s) and/or member of the Grievance Committee, the Designated Authority of the Program(s) shall meet with the Unit Steward(s) and/or other designated Union Official(s) within five (5) working days.
- 10:03 The Union shall notify the Employer, in writing, of the name of each Unit Steward, the Unit Steward's Program(s) of employment, and the Program(s) the Unit Steward represents, and the names of the members of the Grievance Committee. Upon such notification the Employer shall be required to recognize such Stewards or Grievance Committee members. While employed, and for the twelve **(12)** months immediately following the end of a period of employment, a Unit Steward shall continue to be recognized until further written notice from the Union indicating otherwise.

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ARTICLE 11: PROGRESSIVE DISCIPLINE

11:01 The Employer shall not discipline without just cause, and shall have due regard for the principles of progressive discipline.

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

Step I: Oral Warning

Step II: Written warning or letter of reprimand

Step III: Unpaid short suspension

Step IV: Unpaid long suspension

Step V: Discharge

11:02 Disciplinary measures shall be proportional to the seriousness of the issue and shall normally increase in severity with repetition of the same or similar occurrences. The Employer reserves the right to skip one or more steps outlined above, having regard for the severity of the conduct in question and the relevant mitigating and aggravating factors, if any.

11:03 An employee who is disciplined shall receive a copy of any written disciplinary notice, and the reasons therefor. The Union will also be sent an electronic copy of the notice within one (1) working day (24 hours) of the notice being sent to the employee.

11:04 When the Designated Authority of a Program summons an employee for an interview to investigate a matter which **the Designated Authority has reason to believe may is likely to** lead to disciplinary action which will be recorded in the employee's employment file, the Designated Authority will inform the employee in writing **with a copy to the Union** of the employee's right to have the employee's Union Steward (or other Union Representative) present, and will inform the employee, in writing, of the nature of the allegations to be discussed. If the employee requests representation by the employee's Union Steward (or other Union Representative), the Designated Authority will arrange for such representation without undue delay, and without further discussion of the matter with the employee concerned.

11:05 If the investigation and/or meeting does not result in disciplinary action, including an oral or written warning, then all record of the matter and the interview will be destroyed. For clarity, the foregoing shall not apply to letters of coaching, expectation, and/or instruction which are ~~deemed to be~~ non-disciplinary in nature. The Employer will remove **coaching letters**, warnings and reprimands in an employee's personnel file after ~~thirty-six (36)~~ **twenty-four (24)** months or four (4) terms of active employment following the term in which the disciplinary action was

administered, whichever comes first, unless the employee has a subsequent warning for an offence during that period.


11:06 All disciplinary investigations shall be treated as confidential.

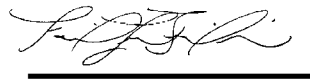
11:07 Nothing in this Article shall be construed in such a manner as to prevent the normal discussion between supervisors and employees concerning standards, expectations, or performance of work. The supervisor may investigate, identify, and comment on unacceptable or unsatisfactory acts or omissions and set a reasonable time in which to correct the problem. [See also Article 18: *Employee Evaluation and Records*].

11:08 The Designated Authority of the employing Program shall be the sole authority responsible for issuing warnings, reprimands, or more serious disciplinary sanctions. The Designated Authority may take into account, when setting a reasonable time for improvement, the discussions that have taken place between **the Designated Authority and/or supervisor and the employee on the matter.**

FOR THE UNIVERSITY

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ARTICLE 13: LEAVES OF ABSENCE – FULL-TIME CONTINUING IFP SESSIONAL INSTRUCTORS

13:01 Unless explicitly stated otherwise, in this Article “year” shall mean a January to December year.

Benefits will continue during all paid leaves of absence **and accumulation of years of service will continue during all leaves of absence** granted under the provisions of this agreement.

Leave of Absence Without Pay

13:02

(a) The **University Employer** may grant a leave of absence without pay for up to one (1) year if an employee requests it at least four (4) weeks in advance, in writing, and if the leave is for good reason and does not unduly interfere with operations. Such a leave of absence may be extended for up to six (6) additional calendar months if there is a good reason for the extension and the **University Employer** and the Union agree. Any request for an extension of a leave must be made, in writing, prior to the expiration of the initial leave.

(b) The Chair of the Union will be notified of all leaves granted under this Article.

13:03 Where an employee has been granted leave of absence without pay in accordance with the above Articles, the **University Employer** will discontinue its share of contributions to Group Life and Survivor Income Plan; Long Term Disability Plan; Dental Care Plan; Extended Health Care Plan; Vision Care Plan; and Joint Membership Plan. The employee can make provision for continuance of coverage of whatever benefits programmes the employee was enrolled in prior to the leave of absence being granted by making direct payment in advance to the supervisor of the monthly payroll. All premiums must be paid monthly in advance in accordance with the rules established by the Human Resources Department.

Union Convention or Conference Leave

13:04 Employees who are elected or appointed by the Union to attend Union conventions or conferences shall be granted a leave of absence without pay by the Employer provided the leave will not unduly interfere with operations. 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 Executive Director, Labour Relations or designate who shall notify the appropriate supervisors. Such leaves shall

not exceed ten (10) days per year in total per elected or appointed employee to attend such conferences or conventions.

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.

Union Leave

13:05 Provided the leave will not unduly interfere with operations, the Employer will grant a leave of absence without pay for up to one (1) year for an employee to assume an official position with the International Union or within the Local Union. A request for such leave will be made in writing by the Union as far in advance as possible, but in any event at least two (2) months prior to the commencement of the requested leave. This leave shall be limited to not more than one (1) employee from the bargaining unit at any time. For leaves to assume an official position within the Local Union, the Employer will grant year to year extensions with at least two (2) months written notice prior to the end of the year.

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

The employee will return to their position at the end of the leave if the position still exists. Any training deemed required by the Employer to fulfil the duties of the position on such return will be provided by the Employer.

Absence from Work for Union Business - Negotiations

13:06

(a) The Union shall advise the Employer in writing of all members of the Union bargaining committee. For the purpose of negotiations between the parties ~~and as provided in and pursuant to Articles 27:01 and 27:02~~, the Employer agrees to pay not more than ~~three (3) five (5)~~ members of the Union bargaining committee **to participate in negotiations.**

Full-time continuing IFP Sessional Instructors shall suffer no loss of regular straight time pay for time spent in negotiations with the Employer when they would otherwise have been at work.

ISA Instructors and Discipline-Specific IFP Instructors shall be paid the equivalent of five (5) hours' pay at the applicable Sessional Instructional Assistant hourly rate in respect of each attendance at scheduled negotiations with the Employer. Such payment shall be in addition to any their payments resulting from employment in this bargaining unit.

- (b) Where a member of the Union bargaining committee encounters an unavoidable conflict between any scheduled ~~contact~~ **instructional** hours arising from current employment in this bargaining unit 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 the supervisor(s) with as much advance notice as possible.

Absence from Work for Union Business – Grievances

- 13:07 Where attendance at a grievance meeting or an arbitration hearing unavoidably conflicts with any scheduled ~~contact~~ **instructional** hours arising from current employment in this bargaining unit, those Union Stewards, Officers, grievors and witnesses whose presence is required shall be entitled to attend without loss of pay. The affected member shall provide **the Designated Authority supervisor(s)** with as much advance notice as possible.
- 13:08 Without limiting the desirability of providing as much advance notice as possible, employees entitled to leave under Articles ~~19:04~~ **13:06** and ~~19:05~~ **13:07** shall endeavour to provide a minimum of two (2) working days' notice of the employee's anticipated absence to the **employee's Designated Authority supervisor(s)**.

Pregnancy Leave

13:09

- (a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the **University Employer** prior to the probable date of delivery, and who presents to the Designated Authority a doctor's certificate or certificate from a midwife stating that the employee is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.
- (b) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of weekly salary during the one (1) week waiting period for Employment Insurance pregnancy benefits, and, for the next sixteen (16) weeks, will pay the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of weekly salary, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits. For employees with less than one (1) year of service, the University will pay the above noted top-up pro-rated according to the percentage of a whole year and FTE that the employee worked before the first day of the leave, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits.

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

- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to the **University Employer**. If pregnancy-related complications force the employee to stop work before the employee has arranged their pregnancy leave, the employee has two (2) weeks from that date to give the **University Employer** written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the employee will be entitled to utilize sick leave in accordance with Article 27 until the actual birth of the baby, the expected date of delivery or the date the employee intended to start their pregnancy leave as stated in their written notice, whichever comes first. An employee must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.
- (d) If the employee has been on pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of their return to work to an earlier date, the employee must give the **University Employer** four (4) weeks' written notice of the date on which they intend to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), the employee must give the **University Employer** four (4) weeks' written notice before the date the leave was to end.
- (e) In the case of an employee on a sessional appointment, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session.
- (f) Vacation and benefits continue during the period of an employee's pregnancy leave. Eligibility for step and negotiated wage increases also continue during the period of an employee's pregnancy leave. **Accumulation of years of service will continue during a period of an employee's pregnancy leave.**

Parental Leave

13:10

- (a) An employee who is a parent of a child and who has been employed with the **University Employer** for thirteen (13) weeks is entitled to a parental leave following the birth of the child or the coming of the child into a parent's custody, care, and control for the first time. Both parents will be eligible to take a parental leave as follows:
- (i) up to thirty-five (35) weeks of parental leave for employees who take pregnancy leave;
 - (ii) up to thirty-seven (37) weeks of parental leave for all other new parents or;
 - (iii) such shorter or longer period of time as might be required under the *Employment Standards Act*, 2000 from time to time.
- (b) For employees who take pregnancy leave, parental leave commences when the employee's pregnancy leave ends or when the baby first comes into custody, care, and control of the birth parent. For all other new parents, parental leave must commence within fifty-two (52) weeks after the birth or after the child first comes into the custody, care, and control of a parent or such other time as may be specified under the *Employment Standards Act*, 2000 from time to time. This provision is not available to employees who have taken Primary Caregiver leave.
- (c) For employees with one (1) year of service or more who provide the **University Employer** with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the **University Employer** will provide the following:
- (i) For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
 - (ii) For an employee who takes parental leave for which a one (1) week waiting period has already been served in respect of the same child, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
 - (iii) For an employee who takes parental leave and is required to serve a one (1) week waiting period, ninety-five (95) percent of salary during the one (1) week waiting period, and the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for eight (8) weeks;
 - (iv) The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e.

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

- (d) An employee who is entitled to a parental leave is required to give the **University Employer** two (2) weeks' written notice prior to the commencement of the leave. If the employee does not specify when the leave will end, it will be assumed that the employee wishes to take the maximum leave in accordance with Article 13:~~07~~**10**(a) (i) or (ii), as applicable.

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.

- (e) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the **University Employer** written notice of their intent to take the parental leave.
- (f) If an employee on parental leave wishes to change the date of their return to work to an earlier date, the employee must give the **University Employer** four (4) weeks' written notice of the date on which they intend to return.
- (g) If an employee wishes to change the date of return to work to a later date (of not later than the maximum length of leave), the employee must give the **University Employer** four (4) weeks' written notice before the date the leave was to end.
- (h) In the case of an employee on a sessional appointment, any parental leave will be limited to and not extend beyond the period of time remaining in the session.
- (i) Vacation and benefits continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation. Eligibility for step and negotiated wage increases also continue during the period of an employee's parental leave. **Accumulation of years of service will continue during a period of an employee's parental leave.**

Primary Caregiver Leave and Adoption Leave

13:11

- (a) Primary Caregiver Leave is available to a parent, other than a birth parent, who has the primary responsibility for the care of a child during the thirty-seven (37) weeks immediately following: (i) the birth of a child or; (ii) the coming of a child into the custody, care and control of a parent for the first time, or such shorter or longer period as is required under the *Employment Standards Act*, 2000, as amended from time to time. Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and is available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.
- (b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g. for a birth parent's partner, because the birth parent is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).
- (c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.
- (d) For employees with one (1) year of service or more the **University Employer** will pay ninety-five (95) percent of weekly salary during the one (1) week waiting period for Employment Insurance parental benefits, and, for the next sixteen (16) weeks, will pay the difference between weekly Employment Insurance parental benefits and ninety-five (95) percent of weekly salary, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance parental benefits and the amount of those benefits. For employees with less than one (1) year of service, the **University Employer** will pay the above noted top-up pro-rated according to the percentage of a whole year and FTE that the employee worked before the first day of the leave, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance parental benefits and the amount of those benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.
- (e) In the case of an employee on a sessional appointment, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the session.
- (f) Vacation and benefits continue during an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said

continuation. Eligibility for step and negotiated wage increases also continue during the period of an employee's Primary Caregiver Leave. **Accumulation of years of service will continue during a period of an employee's Primary Caregiver and Adoption leave.**

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

Non-Birth Parent Leave

13:12 Upon the birth or adoption of a child, a non-birth parent shall be granted up to five (5) days' paid leave of absence.

Application for such leave shall be submitted in writing to the Designated Authority, at least five (5) days in advance. Non-birth parent leave must be taken within the first month of the birth or an adoption.

Personal Leave

Such leaves shall not be used to extend vacation or long weekends.

13:13 An employee may request in advance up to four (4) days or up to eight (8) half-days of paid personal leave in any year. Such requests shall not be unreasonably denied. Wherever possible, employees shall make their need for personal leave known to the Designated Authority at least five (5) days in advance. Examples of personal leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, stepping-in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave, writing examinations, volunteer activities, and attending to emergency situations.

13:14 In arranging these leaves, both the best interests of the **University Employer** as well as the interests of the employee shall be considered. It is anticipated that the employee will schedule leaves, where possible, so as to minimize the disruption to the operations of the Program.

Health Care Appointments

13:15 Where an employee cannot schedule a health care appointment outside of the employee's regular working hours, the employee will give as much advance notice

as possible and will be given time off with pay necessary to attend the appointment. In such cases, the employee will attempt to schedule the appointment so as to minimize disruption to the employee's work day.

A request by an employee to attend regularly occurring health care appointments, such as an ongoing treatment regimen, which cannot be scheduled outside the employee's regular working hours, may be treated by the University as a request for accommodation and treated accordingly, as appropriate.

For clarification, it is understood that employees will make every reasonable effort to schedule these appointments outside of instructional hours wherever possible.

Compassionate Care Leave

13:16 The **University Employer** will grant compassionate care leave to employees who take a leave of absence under the Family Medical Leave provisions of the *Employment Standards Act*. For employees with one (1) year of service or more the **University Employer** will pay up to the equivalent of the maximum possible weekly Employment Insurance benefit for which the employee is qualified during the one (1) week waiting period provided that the employee applies for and receives Employment Insurance benefits.

Academic or Professional Conferences

13:17 (a) An employee who has been invited to deliver a paper, present research findings, chair a session, or serve as a discussant on a topic related to the IFP (e.g. English for academic purposes, applied linguistics, first-year undergraduate pedagogy, etc.) at an academic or professional conference may take leave without loss of pay for the time necessary to travel to and from the conference, and to discharge the employee's obligations at the conference, provided that the employee obtains prior approval from the Designated Authority.

(b) In the event an employee wishes to attend an academic or professional conference on a topic related to the IFP (e.g. English for academic purposes, applied linguistics, first-year undergraduate pedagogy, etc.) without delivering a paper, presenting research findings, chairing a session, or serving as a discussant may take leave without loss of pay for the time necessary to travel to and from the conference, once per academic year, provided that the employee obtains prior approval from the Designated Authority.

ARTICLE 14: BEREAVEMENT LEAVE

14:01 The **University Employer** will grant up to five (5) days of paid leave in the event of the death of an employee's spouse or same-sex partner, children (including

step-children), grandchildren, parents, parents-in-law, sibling (including step-brother, step-sister), brother-in-law, sister-in-law, and grandparents, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend).

ARTICLE 18: PAYMENT FOR INJURED EMPLOYEES

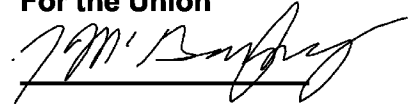
18:01 In the event an employee is injured in the performance of their duties such that the employee is required to stop work and receive medical treatment the employee will receive their regular pay for that work day. If the injury is such that transportation immediately following the injury is required, the **University Employer** will provide, or arrange for, suitable transportation to a hospital, the employee's home or other appropriate location.

ARTICLE 19: JURY AND WITNESS DUTY

19:01 An employee who is called for jury duty or subpoenaed as a witness (excluding arbitration) will receive, for all days on which the employee would otherwise have been working, an amount equal to the pay lost (calculated as the number of hours the employee would otherwise have worked, exclusive of overtime, multiplied by the employee's regular straight-time hourly rate), provided the employee furnishes the **University Employer** with certification by proper authority of the dates and times served and of any and all payments received for such service, that the amounts received from the Court for jury duty or witness fees, exclusive of any expenses received, must be endorsed to the credit of the **University Employer**, and the employee reports for work when not required for such duty and endeavours to keep up with the responsibilities of the job to the best of the employee's ability.

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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ARTICLE 14: POSTING AND HIRING: CONTINUING INTERNATIONAL FOUNDATION PROGRAM (IFP) SESSIONAL INSTRUCTORS (INCLUDING LEAD AND LEARNING SUPPORT INSTRUCTORS) AT NEW COLLEGE

14:01 Posting and hiring of continuing IFP Sessional Instructors shall be in accordance with the following provisions.

Common Candidate Notification Pool

14:02 The Programs shall maintain one common candidate notification pool consisting of:

- All ISA Instructors who are teaching in the ISA during the current academic year or who have taught for the ISA within the previous twenty-four (24) months
- All IFP Instructors (IFP Sessional Instructors, IFP Discipline-Specific Instructors, and IFP Summer-Only Instructors) who are teaching in the IFP during the current academic year or who have taught for the IFP within the previous twenty-four (24) months
- Any person who has submitted a Curriculum Vitae and application within the past twenty-four (24) months

An email notification of each ~~such~~ job posting will be sent to each person forming part of the common candidate notification pool on the date of the posting. The Union shall be copied on the email **and shall receive a PDF copy of each job posting**. A copy of the job posting shall be posted on the Program's bulletin board and/or website.

It shall be the responsibility of each individual in the common candidate notification pool to send the Programs their current contact information at the time of change.

It is understood and agreed that persons who have been terminated for cause shall not be included in the common candidate notification pool.

Persons not in the common candidate notification pool may apply and be considered provided that their applications are received by the closing date specified in the posting.

14:03 Provided that the applicable posting period has expired, a position may be filled at any subsequent time from among the applicants whose applications have been received in the Program prior to the closing date specified. The parties agree that there is a mutual interest in having positions filled as soon as is practicable.

14:04 IFP Sessional Instructors are required to be superior classroom teachers and to maintain currency and mastery of the subject area. The duties of IFP Sessional

Instructors shall include the normal duties associated with the design and teaching of non-degree- credit IFP courses or sections of courses. These may include the preparation and delivery of course content, including lectures and/or seminars; regular collaborative meeting(s) as determined by the Program; maintenance of regular office hours as determined by the Program; creation of course ware and materials; the development and administration of assignments, tests and examinations; the marking and grading of student work and the submission of grades to appropriate University officials in accordance with policy; providing information regarding allegations of academic offenses by student(s) to disciplinary reviews, hearings, or tribunals; and the maintenance of reasonable hours of student contact outside of scheduled contact hours. There is no expectation of or requirement for research.

14:05 Where the Program decides to fill a vacancy in the bargaining unit it will post a notice in this regard, including a posting on a website. The notice will include the core duties, responsibilities, qualifications, classification, salary range, and person to whom an application should be submitted. Notices will remain posted for a minimum of ~~seven (7) working days~~ ten (10) working days.

All postings shall include the following statement: "This job is posted in accordance with the CUPE 3902 Unit 6 Collective Agreement."

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.

Applicants must submit a written application in accordance with the format and process specified in the posting, within the period indicated on the posting.

For clarity, full-time IFP work occurring in the Summer shall be assigned to full-time IFP Sessional Instructors in accordance with Article 2:02(a): Recognition & Coverage, Article XX: Layoff and Recall of Full-time Continuing IFP Sessional instructors, Article 3 – Reservation of Management Rights, and the Letter of Intent: Teaching Assignments and Schedules for IFP Sessional Instructors at New College.

For further clarity, less than full-time IFP work occurring in the Summer shall be posted in accordance with Article 15: Posting and Hiring: International Summer Academy (ISA) Instructors, Discipline-Specific IFP Instructors, and Summer-Only less than full-time IFP Instructors at New College.

Hiring Criteria

14:06 Teaching excellence is a crucial component of the academic mission of the University of Toronto. Applicants for positions shall be selected in furtherance of that goal.

In considering the applicants who possess the minimum threshold qualifications required for a position, teaching ability, academic qualifications, currency and mastery of the subject matter, the extent to which they meet other preferred qualifications, and past teaching experience shall be the criteria used in selection of the most qualified applicant.

When choosing between two qualified candidates who are relatively equal based on the criteria set out in the posting and in this Collective Agreement, preference shall be given to the candidate who has the most relevant teaching experience.

Candidates who are members of Indigenous, Black, racialized and LGBTQ2S+ 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.


Internal applicants who meet the minimum threshold qualifications will be interviewed and granted time off work **(if applicable) without loss of regular pay** to participate in the interview. However, after completing any internal interviews the Program retains the discretion to consider external applicants in the selection process, along with internal employee applicants who have already received interviews, in order to determine who is the most qualified candidate.


For the purposes of this Article only, internal applicants shall be defined as those actively employed in this bargaining unit, or who have been employed in this bargaining unit within the previous twenty-four (24) months and not terminated for cause.

The Program will select the candidate, if any, who is demonstrably the most qualified candidate for the position.

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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University of Toronto
December 16, 2021 @ 3:15 p.m.

WITHOUT PREJUDICE

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 15: POSTING AND HIRING: INTERNATIONAL SUMMER ACADEMY (ISA) INSTRUCTORS, DISCIPLINE-SPECIFIC IFP INSTRUCTORS, AND SUMMER-ONLY LESS THAN FULL-TIME IFP INSTRUCTORS AT NEW COLLEGE

15:01 Posting and hiring of ISA Instructors, Discipline-Specific IFP Instructors, and Summer-Only less than full-time IFP Instructors shall be in accordance with the following provisions.

Common Candidate Notification Pool

15:02 The Programs shall maintain one common candidate notification pool consisting of:

- All ISA Instructors who are teaching in the ISA during the current academic year or who have taught for the ISA within the previous twenty-four (24) months
- All IFP Instructors (IFP Sessional Instructors, IFP Discipline-Specific Instructors, and Summer-Only less than full-time IFP Instructors) who are teaching in the IFP during the current academic year or who have taught for the IFP within the previous twenty-four (24) months
- Any person who has submitted a Curriculum Vitae and application within the past twenty-four (24) months

It shall be the responsibility of each individual in the common candidate notification pool to send the Programs their current contact information at the time of change.

It is understood and agreed that persons who have been terminated for cause shall not be included in the common candidate notification pool.

15:03 Where the Program determines that there is, or is likely to be, a non-degree-credit course or courses available for delivery by ISA Instructors, IFP Discipline-Specific Instructors, or Summer-Only less than full-time IFP Instructors, the following job posting will be compiled for each such course(s):

1. the title and number of the course
2. the course description
3. an estimate of the course enrolment (if available)
4. class schedule
5. dates of contract
6. salary for the contract
7. minimum qualifications and preferred qualifications
8. a brief description of the duties
9. the closing date and application procedure to indicate interest in being considered for the position

Positions may be divided into units below the course-equivalent level where pedagogically or operationally required, and will be clearly identified where this is the case.

All postings shall include the following statement: "This job is posted in accordance with the CUPE 3902 Unit 6 Collective Agreement."

Each individual job posting shall list all the hiring criteria.

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.

It is understood that some announcements of vacancies are tentative, pending final course determinations and enrolment. It is understood and agreed that at the discretion of the hiring Program, a position even if posted may remain unfilled, or may be filled by an appointed faculty member.

15:04 An email notification of each such job posting will be sent to each person forming part of the common candidate notification pool on the date of the posting. The Union shall be copied on the email and shall receive a PDF copy of the posting. A copy of the job posting shall be posted on the Program's bulletin board and/or website.

15:05 The Program shall post anticipated vacancies as far in advance as practicable.

Except in the case of vacancies that could not be reasonably anticipated (including, but not limited to those caused by illness, incapacity, death, resignation or unavailability of the person originally scheduled to teach the course, or an unanticipated change in enrolment or funding) the posting shall remain in effect for at least ten (10) working days before the Program may fill the vacancy. Unanticipated vacancies may be filled after posting for fewer than ten (10) working days, but not fewer than two (2) working days.

Application

15:06

(a) All applicants for positions must apply directly and in writing in the format and process specified in the posting.

(b) All persons who are in the common candidate notification pool at the time of an unanticipated posting as described in 14:05 shall be deemed to have applied for any positions posted in this manner. These individuals shall be notified that they have been deemed to have applied and shall be given the opportunity to submit an updated application package.

15:07 Persons not in the common candidate notification pool may apply and be considered provided that their applications are received by the closing date specified in the posting.

15:08 Provided that the applicable posting period has expired, a position may be filled at any subsequent time from among the applicants whose applications have been received in the Program prior to the closing date specified. The parties agree that there is a mutual interest in having positions filled as soon as is practicable. Successful candidates shall be notified no less than four (4) weeks prior to the start of the contract where practicable.

Hiring Criteria

15:09 Teaching excellence is a crucial component of the academic mission of the University of Toronto. Applicants for positions shall be selected in furtherance of that goal.

In considering the applicants who possess the minimum threshold qualifications required for a position, teaching ability, academic qualifications, currency and mastery of the subject matter, the extent to which they meet other preferred qualifications, and past teaching experience including, in particular, successful previous employment in the hiring Program, shall be the criteria used in selection of the most qualified applicant.

For clarity, the minimum threshold qualifications required in respect of ISA positions include, but are not limited to, particular experience instructing in either youth or adult programs as applicable to the position.

When choosing between two (2) qualified candidates who are relatively equal based on the criteria set out in the posting and in this Collective Agreement, preference shall be given to the candidate who has taught the posted course most recently. Where neither of the two (2) candidates have taught the posted course before, preference shall be given to the candidate who has the most experience teaching in the hiring Program.

Candidates who are members of Indigenous, Black, racialized and LGBTQ2S+ 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.

Preference in hiring shall be given to qualified persons holding the rank of ISA Instructor II and Discipline-Specific IFP Instructor II who have been advanced to those ranks by the ISA and IFP respectively.

Internal applicants who meet the minimum threshold qualifications will be considered and, if interviewed, granted time off work (if applicable) without loss of regular pay to participate in the interview. However, after considering internal applicants and completing any internal interviews, the Program retains the discretion to consider external applicants in the selection process, along with internal employee applicants, in order to determine who is the most qualified candidate.

For the purposes of this Article only, internal applicants shall be defined as those actively employed in this bargaining unit, or who have been employed in this bargaining unit within the previous twenty-four (24) months and not terminated for cause.

Notice of Appointment

15:10 All applicants shall be advised in writing of the outcome of their applications within ten (10) working days after the receipt in the hiring Program of the written acceptance of the position by the successful candidate, and earlier if practicable. This written communication shall also include the name of the successful candidate.

At the same time, the Union will be notified of the name of the successful applicant.

Mutual Agreement to Waive Posting

15:11 Where the hiring Program determines there is an available vacancy, including unanticipated vacancies, which may be filled by a particular Instructor, the University may seek the Union's agreement to waive the posting and application process for such a vacancy. Where mutual agreement is reached, the parties will confirm their agreement in writing, specifying the session dates of contract(s), course(s) to be taught and the name of the person selected in each instance.

Job Security Commitment to Employees Holding the Rank of Discipline-Specific IFP Instructor II

15:12

(a) The parties recognize that employees who have been advanced to the rank of Discipline-Specific IFP Instructor II in accordance with the provisions of Appendix C have demonstrated superior teaching in the IFP.

(b) Subject to paragraph (g) below, the University commits that, upon advancement to Discipline-Specific IFP Instructor II, the Discipline-Specific IFP Instructor II will be offered the opportunity to teach one half (0.5) FCE in discipline specific courses (e.g. IFP040H, IFP050H, IFP070H, IFP080H, IFP090H, IFP014Y) per year in the IFP in the academic year(s) following advancement in accordance with the provisions set out herein provided that the employee has been employed as a Discipline-Specific IFP Instructor in the previous year, or was advanced to Discipline-Specific IFP Instructor II in the previous year, or was on leave in accordance with (c) below in the previous year. The determination of which course will be offered is at the sole discretion of the Designated Authority.

(c) In order to facilitate instructional planning, each Discipline-Specific IFP Instructor II must indicate to the IFP in writing whether the Discipline-Specific IFP Instructor II wishes to be assigned teaching in the following academic year. Alternatively, a Discipline-Specific IFP Instructor II may request an unpaid leave of absence of no less than one (1) academic term and no more than one (1) academic year. Such notification must be received by the IFP no later than March 31. Renewal of such leave for a period longer than one (1) academic year shall be subject to approval of the Principal of New College.

If a Discipline-Specific IFP Instructor II does not return after a year-long or longer approved leave of absence, the Discipline-Specific IFP Instructor II shall be deemed to have resigned and shall lose the rank of Discipline-Specific IFP Instructor II. Should the employee apply to a position in the bargaining unit, the employee will be considered a Discipline-Specific IFP Instructor I. Failure to return from such a leave will be considered a break in service.

Notwithstanding the foregoing, Discipline-Specific IFP Instructor IIs who are appointed to the teaching staff of the University in positions outside this bargaining unit shall be entitled to leave from their position as Discipline-Specific IFP Instructor II for the length of such appointment.

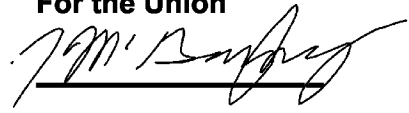
(d) The commitment in (b) does not apply if, in any course taught in the previous academic year, the Discipline-Specific IFP Instructor II has not performed satisfactorily. In the case of a decision on the part of the IFP not to apply the commitment on this basis, the affected individual may file a grievance under and in accordance with Article XX (Grievance Procedure).


(e) Nothing precludes the Discipline-Specific IFP Instructor II applying for additional appointments beyond the commitment within the IFP.

- (f) The provisions of Articles 15:02; 15:03 (Common Candidate Notification Pool); 15:06 – 15:08 (Application); 15:09 (Hiring Criteria); 15:10 (Notice of Appointment); and XX (Hiring Grievances) do not apply to courses that are offered and/or filled in compliance with the terms of this Article.
- (g) Where the IFP is unable to meet the commitment in (b) for any reason(s) including but not limited to the assignment of a course to a faculty member, changes in accreditation requirements, curricular change, and/or decrease in enrolment, etc., the IFP will notify the employee and the Union by April 30th. Employees who receive such notification shall cease to be entitled to receive the commitment in paragraph (b) above and shall receive severance in accordance with paragraph (h) below.
- (h) For a Discipline-Specific IFP Instructor II, the severance payment shall be calculated on the following basis: one-seventeenth (1/17th) of the employee's most recent stipend per FCE taught in the bargaining unit to a maximum payment equivalent to four (4) FCE at the employee's most recent stipend. Upon provision of the severance outlined above, the employment relationship will be terminated for all purposes; the individual will cease to hold the rank and/or status of Discipline-Specific IFP Instructor II, and will not be eligible to apply for or accept any future CUPE 3902, Unit 6 work for two (2) full academic years.

For the University

For the Union





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ARTICLE 18: EMPLOYEE EVALUATION AND RECORDS

18:01 A Program may evaluate each employee's work performance in writing using methods appropriate to that Program, at or near the end of each course if possible. Such evaluations shall not normally be conducted more frequently than once per course, per ~~term~~ **academic year**. It is understood that the ability to conduct written performance evaluations does not preclude informal course feedback.

For IFP Instructors only, where a classroom visit is an integral part of the performance evaluation, **at least one (1) week of** advance notice of such a visit shall be provided to the IFP Instructor.

18:02 Notwithstanding Article 18:01, an employee may request a formative performance evaluation not more than once per ~~term~~ **academic year**. Upon such request, the Designated Authority shall arrange for such evaluation to be conducted without undue delay. Such formative performance evaluations shall not form part of the employee's personnel file unless the employee so requests.

Unsatisfactory Performance

18:03 In the event that the Designated Authority forms the opinion that an employee's performance is unsatisfactory, the Designated Authority shall prepare a written evaluation as prescribed in Article 18:01 without undue delay, for discussion with and comment by the employee.

Where the first evaluation indicates an overall rating of unsatisfactory, a second evaluation is mandatory, provided that sufficient time remains before the end of the appointment **or course**. If insufficient time remains within the current appointment **or course** to complete a second (follow up) evaluation, the evaluation with an overall rating of unsatisfactory shall not be relied upon in any hiring or advancement decisions until the employee has been subsequently evaluated in another appointment.

Student Evaluations

18:04 Where they are available, student evaluations, whether conducted by the Program or by a student organization or by any other means, shall not be admissible as the sole determining factor to demonstrate unsatisfactory performance in either the discipline procedure or in arbitration. Programs may make use of student evaluations as an element in the Program's method for assessing work performance.

18:05 A performance evaluation conducted under this Article shall not be the subject of

a grievance except in the event of an allegation or complaint of discrimination as defined in Article 4:01 and/or procedural violations.

Employee Comments

18:06 Each employee has the right to comment, in writing, on the employee's performance evaluation and shall be informed of this right. The evaluation, including comments, if any, from the employee, shall be placed in the employee's employment file, except in the case of formative evaluations conducted pursuant to Article 18:02 above.

Personnel File

18:07 A personnel file shall be maintained within the Programs for each employee employed within them, which shall be separate from the employee's health or medical records, if any. The Programs shall notify the employee in writing when any document pertaining to expectations, instruction, or performance is placed in the employee's personnel file. An employee or former employee shall have the right to respond in writing to such documents contained in the employee or former employee's personnel file. Such reply shall be included in the personnel file.

For clarity, the employee is not required to be notified when any transactional documents, including but not limited to employment application(s), payroll information, and the request and approval/denial of leaves in accordance with Article 19, are placed in the employee's personnel file.

18:08 A personnel file shall be available within the Programs for use in making decisions relating to employment by the Employer, including decisions relating to advancement, but no documents contained therein shall otherwise be released physically, electronically or orally outside the Programs without the employee's (or former employee's) prior consent in writing.

18:09 A person who applies for a position in a Program or Department other than that of previous employment shall be deemed to have given prior consent to the release of their personnel file to the Program or Department to which application has been made, and to its transfer to that Program or Department should employment be accepted in it.

18:10 An employee, or former employee within two (2) years from the termination of most recent employment, may inspect the employee's, or former employee's, personnel file on request. The Employer shall provide the employee, or former employee, copies of any document contained in the personnel file upon request.

Examination of the personnel file may be made after the employee or former employee gives notice of the desire to do so, and under the conditions which, the Program deems appropriate to ensure the security of the file. An employee or former employee shall have the right to respond in writing to any document contained therein. Such reply shall be included in the personnel file.

FOR THE UNIVERSITY

FOR THE UNION

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ARTICLE 21: HOLIDAYS

21:01 The University will observe the following holidays:

| | |
|---------------------------|--------------------------|
| Day before New Year's Day | Labour Day |
| New Year's Day | Thanksgiving Day |
| Family Day | Day before Christmas Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |
| Civic Holiday | |

21:02 Employees shall be eligible for the above paid holidays provided:

- (a) The employee works their regular scheduled hours of work immediately preceding and immediately following the holiday.
- (b) The paid holiday involved occurs or is observed by the University during a period when the employee is not absent from work by reason of sickness, injury, authorized leave of absence, or by reason of being laid off for more than thirty (30) calendar days prior to the holiday.

21:03 Eligible employees shall receive pay for each holiday equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday.

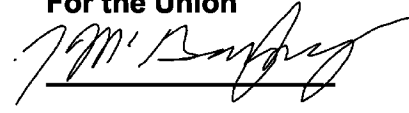
21:04 Any authorized work performed by an employee on any of the above-named holidays shall be paid at the rate of time and one-half (1 ½) in addition to holiday pay.

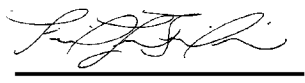
21:05 Presidential Day(s) as designated by the University will be a day off with pay equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday. The eligibility provisions of Article 21:02 apply to Presidential Days. Any authorized work performed by an employee on a Presidential Day shall be paid at the employee's regular straight-time rate, and the employee will receive another day off with regular straight-time pay on a day mutually agreeable to the employee and the employee's supervisor.

21:06 The University shall designate the day of observance of the paid holidays set out in Article 21:01 above. Notice will be sent to the Union by the University within a reasonable time period prior to the date of observance of the paid holiday(s). Where a paid holiday falls on a Saturday or a Sunday, the University shall designate a weekday as the day of observance for that holiday.

For the University

For the Union





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ARTICLE 27: SICK LEAVE

27:01 Sick leave is defined as absence because of an employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable. The purpose of sick leave is to provide against loss of earnings for employees who are prevented by sickness or accident from performing their duties.

27:02 Upon completion of their probationary period, employees are eligible for sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury. Employees shall be eligible for up to three (3) days of sick leave during the probationary period.

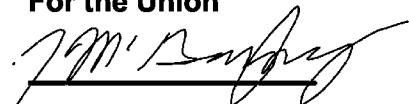
27:03 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work.

27:04 An employee may, with prior warning, be required by the University to provide a doctor's certificate certifying that the employee is unable to carry out their normal duties due to illness.

~~27:05 An employee who is hospitalized or confined by order of a doctor during their vacation period will be allowed to draw sick leave with pay for the period of time for which they are hospitalized or confined providing that the employee furnishes proof of such hospitalization or confinement to their supervisor. The employee will be allowed to reschedule that portion of vacation during which they were hospitalized or confined at a later date mutually agreeable to the employee and the employee's supervisor.~~

For the University

For the Union



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ARTICLE CC: LEAVES OF ABSENCE - INTERNATIONAL SUMMER ACADEMY (ISA) INSTRUCTORS, DISCIPLINE-SPECIFIC IFP INSTRUCTORS, AND SUMMER-ONLY LESS THAN FULL-TIME IFP INSTRUCTORS AT NEW COLLEGE

CC:01 International Summer Academy (ISA) Instructors, Discipline-Specific IFP Instructors, and Summer-Only less than full-time IFP Instructors shall be entitled to take the paid and/or unpaid leaves of absence set out in the *Employment Standards Act, 2000*, subject to any applicable provisions of that Act in respect of those leaves, including but not limited to, any eligibility criteria or evidentiary requirements.

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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Annual Salary Grid for Full-Time Continuing IFP Sessional Instructors, effective January 1, 2022

| Classification | | Hire Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Full-Time Continuing IFP Sessional Instructor Full-Time Continuing IFP Sessional Instructor - LEAD | | 67,939.87 | 74,998.56 | 76,181.23 | 77,392.02 | 78,647.53 | 79,902.31 | 81,185.94 | 82,483.99 | 83,810.89 | 85,152.21 | 86,507.95 |
| | | N/A | 83,821.92 | 85,143.73 | 86,513.89 | 87,900.18 | 89,302.58 | 90,737.23 | 92,187.99 | 93,671.00 | 95,170.12 | 96,685.36 |

Annual Salary Grid for Full-Time Continuing IFP Sessional Instructors, effective January 1, 2023

| Classification | | Hire Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Full-Time Continuing IFP Sessional Instructor Full-Time Continuing IFP Sessional Instructor - LEAD | | 68,619.27 | 75,748.55 | 76,943.04 | 78,165.94 | 79,434.00 | 80,701.34 | 81,997.80 | 83,308.83 | 84,649.00 | 86,003.73 | 87,373.03 |
| | | N/A | 84,660.14 | 85,995.16 | 87,379.03 | 88,779.18 | 90,195.61 | 91,644.60 | 93,109.87 | 94,607.71 | 96,121.82 | 97,652.21 |

Annual Salary Grid for Full-Time Continuing IFP Sessional Instructors, effective January 1, 2024

| Classification | | Hire Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Full-Time Continuing IFP Sessional Instructor Full-Time Continuing IFP Sessional Instructor - LEAD | | 69,305.46 | 76,506.03 | 77,712.47 | 78,947.60 | 80,228.34 | 81,508.35 | 82,817.78 | 84,141.92 | 85,495.49 | 86,863.77 | 88,246.76 |
| | | N/A | 85,506.74 | 86,855.12 | 88,252.82 | 89,666.97 | 91,097.57 | 92,561.05 | 94,040.97 | 95,553.78 | 97,083.04 | 98,628.74 |

Annual Salary Grid for Full-Time Continuing IFP Sessional Instructors, effective January 1, 2025

| Classification | Advancement Rank | Hire Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|--|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|------------|
| Full-Time Continuing IFP Sessional Instructor | Full-Time Continuing IFP Sessional Instructor I | 69,305.46 | 76,506.03 | 77,712.47 | 78,947.60 | 80,228.34 | 81,508.35 | 82,817.78 | 84,141.92 | 85,495.49 | 86,863.77 | 88,246.76 |
| | Full-Time Continuing IFP Sessional Instructor II | N/A | 78,342.18 | 79,577.57 | 80,842.34 | 82,153.82 | 83,464.55 | 84,805.41 | 86,161.33 | 87,547.38 | 88,948.50 | 90,364.69 |
| | Full-Time Continuing IFP Sessional Instructor III | N/A | 80,222.39 | 81,487.43 | 82,782.56 | 84,125.52 | 85,467.70 | 86,840.74 | 88,229.20 | 89,648.52 | 91,083.27 | 92,533.44 |
| Full-Time Continuing IFP Sessional Instructor - LEAD | Full-Time Continuing IFP Sessional Instructor - LEAD I | N/A | 85,506.74 | 86,855.12 | 88,252.82 | 89,666.97 | 91,097.57 | 92,561.05 | 94,040.97 | 95,553.78 | 97,083.04 | 98,628.74 |
| | Full-Time Continuing IFP Sessional Instructor - LEAD II | N/A | 87,558.90 | 88,939.64 | 90,370.89 | 91,818.98 | 93,283.91 | 94,782.51 | 96,297.95 | 97,847.07 | 99,413.03 | 100,995.83 |
| | Full-Time Continuing IFP Sessional Instructor - LEAD III | N/A | 89,660.32 | 91,074.19 | 92,539.79 | 94,022.64 | 95,522.72 | 97,057.29 | 98,609.11 | 100,195.40 | 101,798.94 | 103,419.73 |

Notes to Salary Grid:

- (1) Employees shall move up a minimum of one step on the grid every twelve (12) months of their active employment in the job classification to maximum of the highest step on the grid for the classification. For clarity, time spent on annual sessional layoff will count towards active employment for the purpose of movement through grid steps.
- (2) All salary rates in the Annual Salary Grids above are exclusive of vacation pay. Vacation pay will be in accordance with the *Employment Standards Act, 2000* (ESA). IFP Sessional Instructors who have completed a minimum of five (5) consecutive years of employment as an IFP Sessional Instructor will be given six percent (6%) vacation pay in accordance with the *Employment Standards Act, 2000*, for all subsequent consecutive employment as an IFP Sessional Instructor. In determining whether an IFP Sessional Instructor's period of employment is five years or more within the meaning of the ESA, periods of sessional layoff as set out in Article XX:01 paragraph (a) [XX - Layoff of IFP Sessional Instructors] will be included within the
- (3) All salary rates in the Annual Salary Grids above are expressed in annual amounts. Employees will be paid on a monthly basis for time actively worked.
- (4) The above salary rates are inclusive of all public holiday pay. For clarity, employee salaries incorporate pay for public holidays or substitute days on which employees are not required
- (5) When an employee is appointed to the Full-Time Continuing IFP Sessional Instructor - LEAD classification, the employee's salary will be increased to the salary step that is closest to their existing salary with an increase of no less than three (3) percent in the LEAD classification at their current rank.

ISA Stipends

Effective January 1, 2022

Course Codes

| Instructor Classifications | AACCTS | AACFC | AACLES | AACLL | AACWE | AEC | APC | EEC | EGB | EWB | GCP | GEC | GECA | IPC | IPCA | SPC | TPC | TPCA |
|-----------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| ISA Instructor-New | | | | | | 2,379.56 | 2,264.42 | 2,264.42 | 2,379.56 | 2,379.56 | | 2,379.56 | 2,379.56 | 2,379.56 | 2,379.56 | 1,611.96 | 2,379.56 | 2,379.56 |
| ISA Instructor-Returning | | | | | | 2,504.80 | 2,383.60 | 2,383.60 | 2,504.80 | 2,504.80 | | 2,504.80 | 2,504.80 | 2,504.80 | 2,504.80 | 1,696.80 | 2,504.80 | 2,504.80 |
| IFP Sessional Instructor | | | | | | 2,755.28 | 2,621.96 | 2,621.96 | 2,755.28 | 2,755.28 | | 2,755.28 | 2,755.28 | 2,755.28 | 2,755.28 | 1,866.48 | 2,755.28 | 2,755.28 |
| ISA Instructor - Content Specific | 3,975.36 | 3,975.36 | 3,975.36 | 3,975.36 | 3,975.36 | | | | | | 3,248.16 | | | | | | | |

Effective January 1, 2023

Course Codes

| Instructor Classifications | AACCTS | AACFC | AACLES | AACLL | AACWE | AEC | APC | EEC | EGB | EWB | GCP | GEC | GECA | IPC | IPCA | SPC | TPC | TPCA |
|-----------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| ISA Instructor-New | | | | | | 2,403.36 | 2,287.06 | 2,287.06 | 2,403.36 | 2,403.36 | | 2,403.36 | 2,403.36 | 2,403.36 | 2,403.36 | 1,628.08 | 2,403.36 | 2,403.36 |
| ISA Instructor-Returning | | | | | | 2,529.85 | 2,407.44 | 2,407.44 | 2,529.85 | 2,529.85 | | 2,529.85 | 2,529.85 | 2,529.85 | 2,529.85 | 1,713.77 | 2,529.85 | 2,529.85 |
| IFP Sessional Instructor | | | | | | 2,782.83 | 2,648.18 | 2,648.18 | 2,782.83 | 2,782.83 | | 2,782.83 | 2,782.83 | 2,782.83 | 2,782.83 | 1,885.14 | 2,782.83 | 2,782.83 |
| ISA Instructor - Content Specific | 4,015.11 | 4,015.11 | 4,015.11 | 4,015.11 | 4,015.11 | | | | | | 3,280.64 | | | | | | | |

Effective January 1, 2024

Course Codes

| Instructor Classifications | AACCTS | AACFC | AACLES | AACLL | AACWE | AEC | APC | EEC | EGB | EWB | GCP | GEC | GECA | IPC | IPCA | SPC | TPC | TPCA |
|-----------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| ISA Instructor-New | | | | | | 2,427.39 | 2,309.93 | 2,309.93 | 2,427.39 | 2,427.39 | | 2,427.39 | 2,427.39 | 2,427.39 | 2,427.39 | 1,644.36 | 2,427.39 | 2,427.39 |
| ISA Instructor-Returning | | | | | | 2,555.15 | 2,431.51 | 2,431.51 | 2,555.15 | 2,555.15 | | 2,555.15 | 2,555.15 | 2,555.15 | 2,555.15 | 1,730.91 | 2,555.15 | 2,555.15 |
| IFP Sessional Instructor | | | | | | 2,810.66 | 2,674.66 | 2,674.66 | 2,810.66 | 2,810.66 | | 2,810.66 | 2,810.66 | 2,810.66 | 2,810.66 | 1,904.00 | 2,810.66 | 2,810.66 |
| ISA Instructor - Content Specific | 4,055.26 | 4,055.26 | 4,055.26 | 4,055.26 | 4,055.26 | | | | | | 3,313.45 | | | | | | | |

Notes to Salary Grid:

- (1) The above stipends are exclusive of vacation pay. Vacation pay shall be in accordance with the *Employment Standards Act, 2000* (ESA).
- (2) The above stipends are exclusive of any/all required training, which shall be determined by the University at its sole and exclusive discretion. Such training shall be remunerated in accordance with the applicable rate as set out in Schedule X.
- (3) The University reserves the right to add, delete, and/or modify courses at its sole discretion and determine course stipends accordingly, with advance notice to the Union, at any time during the term of this collective agreement.
- (4) The above stipends are inclusive of all public holiday pay. For clarity, the above stipends incorporate pay for public holidays or substitute days on which employees are not required to work.
- (5) The above stipends are inclusive of all duties and responsibilities related to the courses, including but not limited to preparation and teaching of assigned course(s), assessment of placement tests for incoming students, grading of student work and reporting on student performance, attending meetings, collaborating with other instructors when necessary, etc.

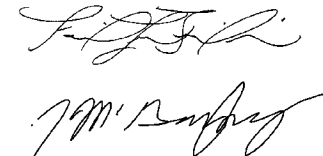
Stipend Rate per Full IFP Discipline-Specific Course

| Classification | Rank | 01-Jan-22 | 01-Jan-23 | 01-Jan-24 | 01-Jan-25 |
|------------------------------------|------|-----------|-----------|-----------|-----------|
| IFP Discipline-Specific Instructor | I | 16,489.54 | 16,654.44 | 16,820.98 | 16,820.98 |
| IFP Discipline-Specific Instructor | II | | | | 17,998.45 |

Notes to Salary Grid:

(1) The above stipends are exclusive of vacation pay. Vacation pay shall be in accordance with the Employment Standards Act, 2000 (ESA).

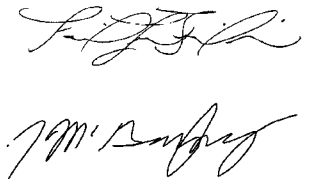
(2) The above stipends are inclusive of all public holiday pay. For clarity, the stipends incorporate pay for public holidays or substitute days on which employees are not required to work.



Schedule X: ISA & Discipline-Specific IFP Hourly Rates

| Instructor Classifications | Current Hourly rate | 01-Jan-22 | 01-Jan-23 | 01-Jan-24 |
|-----------------------------------|---------------------|-----------|-----------|-----------|
| ISA Instructor - New | 38.00 | 38.38 | 38.76 | 39.15 |
| ISA Instructor - Returning | 40.00 | 40.40 | 40.80 | 41.21 |
| IFP Sessional Instructor | 44.00 | 44.44 | 44.88 | 45.33 |
| ISA Instructor - Content Specific | 48.00 | 48.48 | 48.96 | 49.45 |

NOTE: For clarity, full-time continuing IFP Sessional Instructor hourly rates shall be calculated in accordance with Article 24:03

Two handwritten signatures in black ink are located in the lower right quadrant of the page. The top signature is more fluid and cursive, while the bottom signature is more legible and appears to include the initials 'J.M.' followed by a surname.

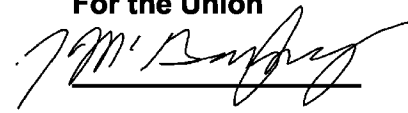
ARTICLE WW: IFP REMUNERATION FOLLOWING SESSIONAL LAYOFF OR END OF APPOINTMENT

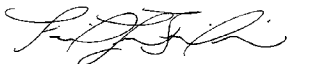
WW:01 Full-time continuing IFP Sessional Instructors and Discipline-Specific IFP Instructors shall be remunerated for additional work required to be performed during a period of Sessional Layoff or after the normal ending date of the appointment respectively, and arising directly out of the prior period of active employment or prior appointment respectively. Such work shall be limited to marking of deferred examinations or assignments or providing information regarding allegations of academic offences by student(s) to disciplinary reviews, hearings, or tribunals.

For Full-time continuing IFP Sessional Instructors, remuneration will be on an hourly basis at the rate set out Article 24:03 for no less than one (1) hour. For Discipline-Specific IFP Instructors remuneration will be on an hourly basis at the applicable rate set out in Schedule X: ISA & Discipline-Specific IFP Hourly Rates for no less than one (1) hour. The hours shall be determined and agreed upon by the employee and their supervisor in advance of the hours being worked, with the approval of the Designated Authority. In the event that additional work in regard to academic offences exceeds the agreed-upon hours due to unforeseen circumstances, the employee and the Designated Authority shall, by mutual agreement, revise the allocation of hours accordingly.

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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ARTICLE 22: GENERAL

Office Space

22:01 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) 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, 5, and 6 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 on or before May 15 of each year. office space will be provided rent free to the Canadian Union of Public Employees, Local 3902, in accordance with the following conditions:

- ~~(a) This privilege may be withdrawn if the local Union uses or allows the office space to be used for purposes other than set out in this Article of the Collective Agreement.~~
- ~~(b) The Union will occupy the space in a manner consistent with the rules and regulations in the lease between the Landlord and the University of Toronto.~~
- ~~(c) The space allocation is subject to change if it is required by the Employer. In this event, alternate accommodation will be found. Unless a situation arises which is beyond the control of the Employer, the Employer will give no fewer than three (3) calendar months' notice that the Union will be required to change offices.~~
- ~~(d) The Employer will provide cleaning service and campus mail service at no cost to the Union.~~
- ~~(e) The Employer will make available University recycling services to the Union.~~

[See Joint Letter of Intent – Duplicate Provisions]

Bulletin Boards

22:02 ~~In each Department where employees are employed, t~~The Employer shall provide a reasonable amount of space on a bulletin boards marked "Canadian Union of Public Employees, Local 3902" for official Union notices at New College.

[See Joint Letter of Intent – Duplicate Provisions]

Office Facilities and Resources

22:03

- (a) **Divisions Program(s)** shall ensure that insofar as possible, consistent with the physical facilities available to the **Divisions Program(s)**, employees shall be provided with an appropriate place for holding office consultations with students, and with the use of such other facilities and equipment as are required for the performance of their duties, with due regard for the need for student confidentiality.
- (b) Such facilities shall include access to a computer (including Internet) and a telephone where such access is required for the performance of assigned duties.
- (c) Employees shall have the right to use general **departmental Program(s)** photocopy, printing and other regular office equipment on the same basis as other members of the teaching staff in their **Program(s) Department** of employment as required for the performance of their assigned duties.
- (d) **Divisions Program(s)** shall ensure that employees have secure storage space in the **Divisions Program(s)** for the storage of course materials.
- (e) Upon request, the University will meet with members of the bargaining unit to discuss the issuance of a form T2200. Where the criteria for a home office tax credit under income tax legislation reasonably appear to have been met, the University will issue the form.

Mailboxes

22:04 Each **IFP** employee shall have access to an individual mailbox for mail located conveniently within the **IFP Department of employment**. The Employer agrees to allow each individual to maintain either a mailbox or a file folder for mail, depending upon the physical facilities available, ~~for a period of four (4) months after the end of their last appointment, including during the Sessional Layoff period, if applicable.~~

~~Books and Materials~~

~~22:05 For Sessional Instructional Assistants, the Employer will provide employees with such books and the use of such materials as are deemed by the supervisor to be necessary for the performance of their duties. These books and materials shall remain the property of the Employer.~~

Library Cards

22:06 Employees covered by this agreement shall be issued library cards with appropriate borrowing privileges, in accordance with University administrative procedures.

Upon proof of having been hired for a course or courses, an employee or a person who has accepted an offer of future employment in the bargaining unit, shall have access to a University of Toronto library card, and email services, for the academic ~~term~~ session preceding the term of employment and ceasing at the end of the academic ~~term~~ session subsequent to the term of employment.

~~Individuals who have attained the rank of IFP Instructor Sessional Lecturer III shall have access to a University of Toronto library card, and email services, for as long as they hold the rank of IFP Instructor Sessional Lecturer III.~~

Internet Access

22:07 Employees covered by this Agreement shall be given access to the University of Toronto computer and wireless network on the same basis as other course instructors.

Technology Training

22:08 Employees shall receive paid training in ~~Quercus Blackboard and~~ any online technology required for the performance of their assigned duties, to be paid at the appropriate hourly SIA rate.

For clarity, the appropriate rate of remuneration for ISA Instructors and Discipline-Specific IFP Instructors is the applicable hourly rate as set out in Schedule X: ISA & Discipline-Specific IFP Hourly Rates. Full-time continuing IFP Sessional Instructors will receive time off work with no loss of regular straight time pay to attend training.

Course Calendars

~~22:09 Names of Sessional Lecturers appointed to courses shall appear in all online course calendars and in hardcopy course calendars where possible.~~

Listservs

22:10 Employees shall be included on general teaching-related departmental listservs on the same basis as other members of the teaching staff at New College, in their department of employment.

ARTICLE 23: HEALTH AND SAFETY

23:01

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

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

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

23:02

(a) The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work in accordance with the Occupational Health and Safety Statute Law Amendment Act, 2011, c. 11, ss. 1-18, enacted June 1, 2011, where there is an immediate danger to their health and safety or health and safety of others.

(b) The Union shall have the right to elect or appoint bargaining unit employees to Joint Health and Safety Committees in areas where they perform duties.

23:023

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

(b) Bargaining unit members on Joint Health and Safety Committees shall be remunerated at the appropriate rate for time required to carry out their duties.

For clarity, the appropriate rate of remuneration for ISA Instructors is the ISA Instructor's applicable hourly rate as set out in Schedule X (Hourly Rates). IFP Instructors will receive time off work with no loss of regular

**straight time pay to attend to Joint Health and Safety Committee
business in accordance with the Occupational Health and Safety Act.**

(c) During the term of the ~~renewal~~ Collective Agreement, the Union may appoint up to one (1) member within the Bargaining Unit to become Certified Worker Representative. The appointed member must be serving on a Joint Health and Safety Committee. In the event that such an appointed member ceases to be a member of the Bargaining Unit, the Union shall be entitled to appoint another employee to become a certified worker representative in the place of such former bargaining unit member. The cost of the certification training programme (Part I, Part II and refresher as required to maintain certification) for the appointed employee(s) shall be borne by the University and the time spent in such certification training shall be treated as work time.

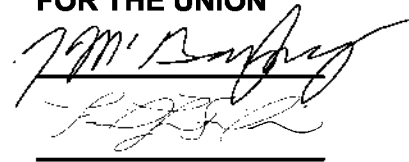
23:04

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

(b) The University shall provide the Union with copies of all Workplace Safety and Insurance Board (WSIB) Form 7 Employers' Report of Injury/Illness for members injured on the job.

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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ARTICLE 24: GROUP RRSP

24:01 The **University Employer** agrees to provide a Group RRSP (GRRSP) with the following features:

Administration

24:02 The GRRSP shall be administered by an external provider selected by the Employer.

Features

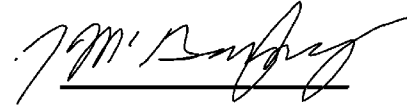
24:03 The GRRSP shall have the following features:

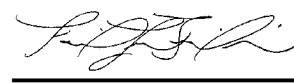
- (a) Participation will be open to full-time continuing Sessional International Foundation Program Instructors, including a closed group of International Foundation Program Instructors who are continuing employees but are not full-time employees.
- (b) Participation in the GRRSP will be voluntary. Each participant is independently responsible for ensuring sufficient RRSP contribution room in each year of participation. Reference to the GRRSP shall be made in all letters of offer.
- (c) Once elected, ongoing participation in the GRRSP will be required (employees will not be allowed to stop participation and/or withdraw funds from the plan during employment).
- (d) Each participating employee will contribute six (6) percent of eligible income and a matching amount will be contributed by the **University Employer**. The **University Employer's** contribution will be added to the participant's T4 income and then deducted as a contribution, and is subject to statutory payroll deductions.
- (e) Participating employees may transfer other RRSP funds into the GRRSP, subject to tax rules and any regulations of the external provider of the GRRSP.
- (f) Administration and investment management fees will be borne by the participating employees.
- (g) Employees will be required to terminate their GRRSP account upon termination of employment. The individual can choose to have the balance of their GRRSP account paid out or transferred to another financial

institution. The individual assumes sole responsibility for any such choice and its consequences, including any taxes payable.

For the University

For the Union





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ARTICLE 26: BENEFITS

26:01 Full-time continuing Sessional International Foundation Program Instructors, including a closed group of International Foundation Program Instructors who are continuing employees but are not full-time employees are eligible to participate in the Long Term Disability Plan; Group Life and Survivor Income Plan; Dental Care Plan; Extended Health Care Plan; Joint Membership Plan; and Vision Care Plan, as summarized in Schedules “C” to “H” attached hereto.

SCHEDULE C: LONG-TERM DISABILITY PLAN

The **University Employer** agrees to contribute eighty (80) percent of the monthly premiums for employees participating in the University of Toronto Long-Term Disability Plan for Members of the Academic and Administrative Staff in accordance with the provisions and regulations of the said plan during the term of this Agreement. Normal Retirement Date under the Long-Term Disability plan will be defined as the last day of the month coincident with or next following an employee’s 65th birthday. Cost of living adjustment is effective July 1 of each year. Participation in the said Long-Term Disability Plan is required as a condition of employment.

For the closed group of International Foundation Program Instructors who are continuing employees but are not full-time employees, the Employer’s contribution of premiums will be pro-rated to their percentage of a full-time appointment.

The Employer shall have the right to amend or change the said Long-Term Disability Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

SCHEDULE D: GROUP LIFE AND SURVIVOR INCOME PLAN

The **University Employer** agrees to contribute one hundred (100) percent of the monthly premiums for employees for Basic Coverage at no cost to the employee, in accordance with the provisions and regulations of the University of Toronto Group Life and Survivor Income Plan for Members of the Academic and Administrative Staff during the term of this Agreement. Employees may elect to take additional coverage in accordance with the provisions and regulations governing optional coverage as specified in the Group Life and Survivor Income Plan.

The Employer shall have the right to amend or change the said Group Life and Survivor Income Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

SCHEDULE E: DENTAL CARE PLAN

The **University Employer** agrees to contribute eighty (80) percent of the monthly premiums for employees participating in the University of Toronto Dental Care Plan.

For the closed group of International Foundation Program Instructors who are continuing employees but are not full-time employees, the Employer's contribution of premiums will be pro-rated to their percentage of a full-time appointment.

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

SCHEDULE F: EXTENDED HEALTH CARE PLAN

The **University Employer** agrees to contribute seventy-five (75) percent of the billed rates of premiums for employees participating in the University of Toronto Extended Health Care Plan.

For the closed group of International Foundation Program Instructors who are continuing employees but are not full-time employees, the Employer's contribution of premiums will be pro-rated to their percentage of a full-time appointment.

SCHEDULE G: JOINT MEMBERSHIP PLAN

The **University Employer** agrees that employees are eligible for membership in the Joint Membership Plan for staff of the University of Toronto subject to the provisions established with respect to such membership.

For the closed group of International Foundation Program Instructors who are continuing employees but are not full-time employees, the Employer's contribution of premiums will be pro-rated to their percentage of a full-time appointment.

The Employer shall have the right to amend or change the said Joint Membership Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

SCHEDULE H: VISION CARE PLAN

The **University Employer** agrees to contribute fifty (50) percent of the billed rates of premiums for employees participating in the University of Toronto Vision Care Plan.

For the closed group of International Foundation Program Instructors who are continuing employees but are not full-time employees, the Employer's contribution of premiums will be pro-rated to their percentage of a full-time appointment.


Participation in the Vision Care Plan is a condition of employment. Only employees who have Vision Care coverage through their spouse will be exempted from participation in the Vision Care Plan.


CHANGE IN BENEFIT PLANS/CARRIER

The Union agrees that the **University Employer** can change the benefit plans and/or carriers for the benefits in Schedule "C" to "H" on prior notice to and discussion with the Union and provided the level of benefits coverage is not diminished.

For the University

For the Union





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APPENDIX C: CHILD-CARE BENEFIT PLAN

Full-time continuing Sessional International Foundation Program Instructors, including a closed group of International Foundation Program Instructors who are continuing employees but are not full-time (“Members”) with a dependant eligible child under the age of seven will be eligible for reimbursement of child-care expenses as follows:

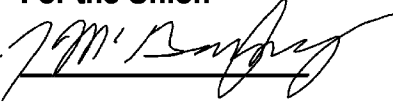
- a. The maximum half-day reimbursement will be \$10.00 per day. A half-day is defined as a minimum of four (4) hours to a maximum of six (6) hours of care, or where the parent is being charged a half-day rate by the child care provider.
- b. The maximum full-day reimbursement will be \$20.00 per day. A full-day rate is defined as six (6) or more hours of care, or where the parent is being charged a full-day rate.
- c. Reimbursement is limited to fifty percent (50%) of the lesser of (i) the amount actually paid; and (ii) the usual and customary amount charged by the service provider for the same child care services. Between January 1 and February 1 of each calendar year, Members must provide to **University Employer**, in a single package, detailed receipts substantiating the child care expenses in respect of which reimbursement is sought for the previous calendar year along with proof of payment (e.g., credit card receipt, front and back of cancelled cheque, or a validated receipt). Reimbursement in respect of a calendar year shall be made in one lump sum cash payment, less applicable withholdings, if any.
- d. Reimbursement will be made only for child care expenses (as defined in the Income Tax Act (ITA)) incurred by the Member. The **University Employer** make no representations as to whether a deduction from income is available under the ITA in respect of any amounts paid or payable under this plan.
- e. If both parents are eligible for reimbursement under this plan, only one shall be entitled to claim reimbursement under this plan in a calendar year.
- f. The plan maximum of \$2,000 per child will be provided annually, based on a calendar year. The amount will be pro-rated for less than full-time equivalent employment. A Member who has been appointed for less than the full calendar year shall be entitled to a pro rata amount for that year. There are no carryover provisions if the full \$2,000 is not used in any given year.
- g. The terms “child care expense” and “eligible child” in this plan shall have the meanings given to them in subsection 63(3) of the ITA. The term “child” shall have the extended meaning given to that term in subsection 252(1) of the ITA


such that, where used in this plan, the term “child” shall include a natural, step, common-law or adopted child or ward under the age of seven.

- h. Payments to be made by the **University Employer** under this plan shall be paid solely out of the general operating monies of the **University Employer**. The **University Employer** shall not be required to contribute or set aside any amounts to a separate fund or account to satisfy its obligations under this plan, or otherwise secure its obligations under this plan. The value of the annual eligible claims under this plan shall not exceed \$40,000 annually for the term of this 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 26: TERM OF AGREEMENT

26:01 This Agreement shall continue in full force and effect until **December 31, 2024** ~~August 31, 2024~~, and thereafter shall automatically renew itself for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.


Negotiations


26:02 In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within fifteen (15) days following receipt of such notification and thereafter both parties shall negotiate in good faith.

26:03 If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement, or on the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until all conciliation proceedings prescribed under the *Ontario Labour Relations Act* have been completed, whichever date should first occur.

For the University

For the Union





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Termination of Employment of Full-Time Continuing IFP Sessional Instructors

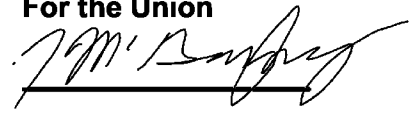
XX:0X An IFP Sessional Instructor shall be deemed terminated for any one of the following reasons:


If the IFP Sessional Instructor:

- (a) Voluntarily quits, resigns or retires from the employ of the University;
- (b) Is discharged within the terms of the Collective Agreement;
- (c) Has been laid off for a period of more than twenty-four (24) consecutive months;
- (d) Following a layoff, fails to advise the University within ~~three (3)~~ **five (5)** consecutive working days of receipt of notice of recall of their intention to return or fails to report for work on the date and at the time specified in the notice, unless the failure to return to work is due to circumstances beyond the employee's control;
- (e) Is absent from work for three (3) consecutive working days without notifying the University within that period, unless the failure to notify is due to circumstances beyond the employee's control;
- (f) Fails to return to work upon the cessation of an authorized leave of absence without the consent of the University, unless the failure to return to work is due to circumstances beyond the employee's control;
- (g) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

For the University

For the Union





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Article XX: Layoff and Recall of Full-Time Continuing IFP Sessional Instructors

XX:01 Notice of Layoff

(a) Sessional Layoff

IFP Sessional Instructors are sessional employees who work during the academic year, which is normally a minimum of eight (8) consecutive months in a twelve (12) month period. These employees are on sessional layoff for the balance of the year. They will receive a minimum of two (2) weeks' notice in advance of the date of sessional layoff or pay in lieu thereof, or a combination of both.

(b) Temporary Layoff

In the case of a temporary layoff of up to thirteen weeks (13) weeks' duration, which is separate and distinct from a sessional layoff as set out in XX:01 (a), IFP Sessional Instructors will receive a minimum of two (2) weeks' notice in advance of the date of layoff or pay in lieu thereof, or a combination of both.

(c) Indefinite Layoff

In the case of an indefinite layoff (i.e., more than thirteen (13) weeks' duration), which is separate and distinct from a sessional layoff as set out in XX:01 (a), IFP Sessional Instructor(s) shall be given **a minimum of twelve (12) weeks' notice** in writing in advance of the date of layoff or pay in lieu thereof, or a combination of both.

Notwithstanding the above, where due to enrolment levels and/or market conditions employees need to be given notice of layoff, affected employees will receive a minimum of four (4) weeks' notice of layoff.

XX:02 (a) Order of Layoff

When the University decides to implement an indefinite layoff, as set out in XX:01 (c), or a temporary layoff, as set out in XX:01 (b), of one or more IFP Sessional Instructor(s) in one or more classification(s) the following shall apply:

The IFP Sessional Instructor(s) with the shortest length of active service within their classification will be laid off first. Where the IFP Sessional Instructor facing indefinite or temporary layoff is the only IFP Sessional Instructor qualified to teach the required course(s), the IFP Sessional Instructor with the next shortest length of active service within their classification will be laid off.

(b) Order of Recall

IFP Sessional Instructor(s) who have been given notice of layoff as set out in Article XX:01, including sessional, temporary and indefinite layoff, shall be recalled to work in order of their length of active service within their classification, where the IFP Sessional Instructor with the greatest length of active service within their classification will be recalled first. **Years of active service as a Lead Instructor will also be counted as years of active service within the classification of IFP Sessional Instructor.** Where the IFP Sessional Instructor next to be recalled is not qualified to teach the required course(s), the IFP Sessional Instructor with the next greatest length of active service within their classification will be recalled.

The parties agree that declining a recall to return to full-time IFP work occurring **outside of the academic session, i.e., during in** the summer, will not constitute a failure to return to work **from layoff** in accordance with Article XX (Termination of Employment of Full-Time Continuing IFP Sessional Instructors).

Notwithstanding the **foregoing** paragraph immediately above, where there is more full-time IFP work occurring **outside of the academic session, i.e., during in** the summer, than there are **full-time continuing** IFP Sessional Instructors who accept recall conducted in accordance with the ordinary Order of Recall, IFP Sessional Instructors shall be recalled to work in **the reverse** order of **recall based on** their length of active service within their classification, where the IFP Sessional Instructor with the shortest length of active service within their classification will be recalled first and, **in that case**, failure to return to full-time IFP work occurring in the summer will constitute a failure to return to work in accordance with Article XX (Termination of Employment of Full-Time Continuing IFP Sessional Instructors).

(c) Recall List

The University will maintain a recall list of all employees who have been given notice of layoff as set out in Article XX:01 Such employees will remain on the recall list until they are recalled in accordance with Article XX:02 (b) to a maximum of twenty-four (24) months from the date each employee was notified in writing of the layoff. Any employee who has been on the recall list for twenty-four (24) months and has not been recalled within those twenty-four (24) months will be provided with a severance payment calculated in accordance with Schedule X. For clarity, no employee will be eligible for a any severance payment set out in Schedule X at any time before they have been on the recall list for twenty-four (24) months without being recalled.

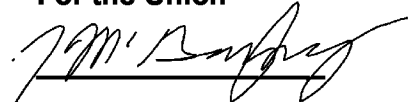
However, notwithstanding the foregoing paragraph, an employee may elect to be removed from the recall list at any time during the twenty-four month period of being laid off and not being recalled, thereby severing from the University and relinquishing any and all rights and entitlements they may have under the Collective Agreement, and receive any entitlement to severance pay they may have under the *Employment Standards Act, 2000*.

(d) Active Service

For the purpose of determining length of active service in accordance with Article XX:02(a) and Article XX:02(b), a full-time continuing IFP Sessional employee shall be deemed to be in the continuous employ of the Employer if the employee is employed a minimum of eight (8) consecutive months in a twelve (12) month period.

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 X: SEVERANCE PAY

Continuous Years of Service*
in full-time continuing IFP
Sessional Instructor positions
at Date of Layoff

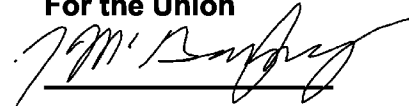
Severance Pay if no recall
24 months following
the Date of Layoff

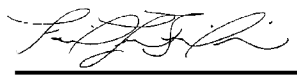
| (years) | (weeks) |
|---------|---------|
| 0 | 0 |
| 1 | 0 |
| 2 | 0 |
| 3 | 1 |
| 4 | 2 |
| 5 | 6 |
| 6 | 7 |
| 7 | 8 |
| 8 | 9 |
| 9 | 10 |
| 10 | 11 |
| 11 | 12 |
| 12 | 13 |
| 13 | 15 |
| 14 | 17 |
| 15 | 19 |
| 16 | 21 |
| 17 | 23 |
| 18 | 25 |
| 19 | 27 |
| 20 | 29 |
| 21 | 31 |
| 22 | 33 |
| 23 | 35 |
| 24 | 37 |
| 25 | 39 |
| 26 | 41 |
| 27 | 43 |
| 28 | 45 |
| 29 | 47 |
| 30+ | 52 |

***Note: For the purpose of calculating continuous years of service in accordance with this schedule, full-time continuing IFP Sessional employee shall be deemed to be in the continuous employ of the Employer if the employee is employed a minimum of eight (8) consecutive months in a twelve (12) month period.**

For the University

For the Union





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University of Toronto
December 09, 2021 @ 2:00 p.m.

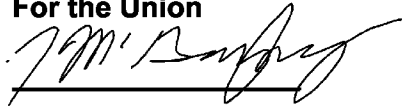
WITHOUT PREJUDICE


**ARTICLE BB – WORK OUTSIDE OF IFP FOR FULL-TIME CONTINUING IFP
SESSIONAL INSTRUCTORS**

BB:01 **Since full-time continuing IFP Sessional Instructors are employed in the Program on a full-time basis, IFP Sessional Instructors are not entitled to undertake any other employment during regular working hours during the academic session and/or at any other time when they are employed on a full-time continuing basis in the Program. In exceptional circumstances, the Designated Authority may approve an IFP Sessional Instructor undertaking other employment during regular working hours provided this is on a short-term basis only and that the Designated Authority and the IFP Sessional Instructor agree on when the IFP Sessional Instructor will make up any time lost due to the other employment. If an IFP Sessional Instructor wishes to make such a request, they shall do so in writing, in advance, and the Designated Authority shall in their sole discretion make a decision and advise the employee of the decision.**

For the University

For the Union





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APPENDIX X: PROCESS FOR ADVANCEMENT TO FULL-TIME CONTINUING IFP SESSIONAL INSTRUCTOR II

Eligibility Criteria

A full-time continuing IFP Sessional Instructor I is eligible for consideration to be advanced to the rank of IFP Sessional Instructor II, effective on or after December 31, 2024, where the candidate:

- 1. has taught at least five (5) academic years; and**
- 2. has successfully completed at least three (3) performance evaluations, including classroom observations, starting with the 2021/22 academic year.**

NOTE: There shall be one and the same Advancement Process covering both the IFP Sessional Instructor and IFP Sessional Instructor – LEAD classifications. For clarity, an employee who has been advanced in one classification shall be deemed to be advanced in both classifications.

Initiation of Process

Once a candidate meets the eligibility criteria, the candidate may, by letter to the Designated Authority, request initiation of the advancement process. The letter must be received not later than February 15 for advancement in the subsequent academic year.

Advancement Process

Within ten (10) working days of receipt of the candidate's letter requesting advancement, the Designated Authority will respond in writing to the candidate, confirming eligibility and advising the candidate of the names of the Advancement Committee, which shall be composed of the Vice-Principal of New College or designate (who shall act as Chair of the Committee), another relevant academic administrator, and two (2) or three (3) other members of the teaching staff, appointed by the Principal. Where possible, one of the members of the Committee shall be a member of the CUPE Local 3902 Unit #6 bargaining unit who holds the rank of IFP Instructor II or IFP Instructor III, provided the member agrees to so serve. Where practicable, at least one of the Committee members will have a field of expertise closely related to the courses the candidate teaches. At the Designated Authority's discretion, Committee member(s) may be drawn from more than one department.

Within two (2) weeks of the date of the Designated Authority's letter, the candidate may advise the Designated Authority in writing of any express reservations with respect to the appointed members. The Designated Authority will then advise the candidate in writing of the final composition of the Advancement Committee and the anticipated timing of its review and decision.

The initial letter to the candidate will also identify the written material to be submitted by the candidate for the Designated Authority's consideration, and will indicate the date by which the material needs to be submitted, which can be no less than four (4) weeks from the date of the letter. The candidate's employment file(s) shall also be available to the Designated Authority.

- **A curriculum vitae, which shall include a complete list of all courses taught in the past six (6) years**
- **A teaching dossier, which shall include course outlines for all IFP courses taught, and may include sample assignments and assessments, and other sample course materials (e.g. activities, detailed lesson plans for particular courses, PowerPoint slides for lectures). Collaborative work can be fully described with distinctive contributions of the candidate delineated where feasible, with other collaborators credited as appropriate.**
- **A statement of no less than two pages from the candidate indicating how the material in the dossier and/or curriculum vitae demonstrates the candidate's currency with and mastery of the subject matter and superior classroom teaching.**

The focus of these submissions shall be to demonstrate the candidate's currency with and mastery of the subject matter and superior classroom teaching. In addition, all those who are raised to the rank of IFP Instructor II shall demonstrate that they have adhered to the following principles: An employee shall carry out responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to be accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions and to comply with established procedures and deadlines for determining, reporting and reviewing the grades of students. In performance of their duties, they shall deal fairly and ethically with their colleagues, shall avoid discrimination, shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.

Student evaluations considered by the Advancement Committee shall be provided by the Program. The candidate's employment file(s) shall also be available to the Designated Authority for review.

The Designated Authority shall designate a member or two (2) members of the Committee to observe the candidate in the classroom as a critical and requisite part of the advancement process. The classroom observation shall be at least one (1) hour in duration. The candidate shall be advised of the observer(s) and the date(s) of the observation(s). The observer(s) shall prepare a confidential written report for submission to the Advancement Committee.

Outcomes

The Designated Authority's recommendation regarding advancement must be approved by the Principal of New College. The Designated Authority shall advise the candidate in writing of the outcome of the advancement process by April 30.

A candidate who is advanced to the rank of IFP Instructor II shall assume that rank for purposes of financial compensation, as specified in Schedule XX: Annual Salary Grid for Full-time Continuing IFP Sessional Instructors.

A candidate who is not advanced to the rank of IFP Instructor II may be eligible for re-evaluation after a further two (2) years of employment. The letter to a candidate advising of an unsuccessful advancement shall contain a summary of the reasoning and evidence that formed the basis for the decision.

Appeals

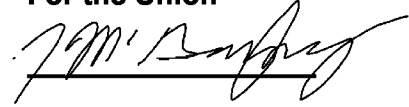
If a candidate is not advanced to the rank of IFP Instructor II, the candidate may request, by letter to the Designated Authority within twenty (20) working days of receiving notice to that effect from the Designated Authority, a meeting with the Principal of New College (or designate) for the purpose of reviewing the reasons underlying the decision. The meeting will be arranged without undue delay. The candidate shall have the right to be accompanied or represented by a Union official.

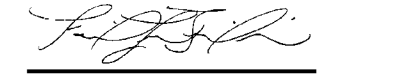
The Principal of New College (or designate) shall have the authority to amend the advancement decision under review. The Principal shall either confirm the Advancement Committee's decision or determine that the candidate is to be advanced to the rank of IFP Instructor II.

The decision of the Principal of New College (or designate) will be final and not subject to the grievance process.

For the University

For the Union





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APPENDIX X: PROCESS FOR ADVANCEMENT TO FULL-TIME CONTINUING IFP SESSIONAL INSTRUCTOR III

Eligibility Criteria

A full-time continuing IFP Sessional Instructor II is eligible for consideration to be advanced to the rank of IFP Sessional Instructor III, effective on or after December 31, 2024, where the candidate:

- 1. has taught at least three (3) academic years at the rank of IFP Sessional Instructor II; and**
- 2. has taught at least ten (10) academic years; and**
- 3. has successfully completed at least three (3) performance evaluations, including classroom observations, starting with the 2021/22 academic year.**

NOTE: There shall be one and the same Advancement Process covering both the IFP Sessional Instructor and IFP Sessional Instructor – LEAD classifications. For clarity, an employee who has been advanced in one classification shall be deemed to be advanced in both classifications.

Initiation of Process

Once a candidate meets the eligibility criteria, the candidate may, by letter to the Designated Authority, request initiation of the advancement process. The letter must be received not later than February 15 for advancement in the subsequent academic year.

Advancement Process

Within ten (10) working days of receipt of the candidate's letter requesting advancement, the Designated Authority will respond in writing to the candidate, confirming eligibility and advising the candidate of the names of the Advancement Committee, which shall be composed of the Vice-Principal of New College or designate (who shall act as Chair of the Committee), another relevant academic administrator, and two (2) or three (3) other members of the teaching staff, appointed by the Principal. Where possible, one of the members of the Committee shall be a member of the CUPE Local 3902 Unit #6 bargaining unit who holds the rank of IFP Instructor III, provided the member agrees to so serve. Where practicable, at least one of the Committee members will have a field of expertise closely related to the courses the candidate teaches. At the Designated Authority's discretion, Committee member(s) may be drawn from more than one department.

Within two (2) weeks of the date of the Designated Authority's letter, the candidate may advise the Designated Authority in writing of any express reservations with respect to the appointed members. The Designated Authority will then advise the candidate in writing of the final composition of the Advancement Committee and the anticipated timing of its review and decision.

The initial letter to the candidate will also identify the written material to be submitted by the candidate for the Designated Authority's consideration, and will indicate the date by which the material needs to be submitted, which can be no less than four (4) weeks from the date of the letter. The candidate's employment file(s) shall also be available to the Designated Authority.

- **A curriculum vitae, which shall include a complete list of all courses taught in the past six (6) years.**
- **A teaching dossier, which shall include course outlines for all IFP courses taught, and may include sample assignments and assessments, and other sample course materials (e.g. activities, detailed lesson plans for particular courses, PowerPoint slides for lectures). Collaborative work can be fully described with distinctive contributions of the candidate delineated where feasible, with other collaborators credited as appropriate.**
- **A statement of no less than two pages from the candidate indicating how the material in the dossier and/or curriculum vitae demonstrates the candidate's currency with and mastery of the subject matter and superior classroom teaching.**

The focus of these submissions shall be to demonstrate the candidate's currency with and mastery of the subject matter and superior classroom teaching. In addition, all those who are raised to the rank of IFP Instructor III shall demonstrate that they have adhered to the following principles: An employee shall carry out responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to be accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions and to comply with established procedures and deadlines for determining, reporting and reviewing the grades of students. In performance of their duties, they shall deal fairly and ethically with their colleagues, shall avoid discrimination, shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.

Student evaluations considered by the Advancement Committee shall be provided by the Program. The candidate's employment file(s) shall also be available to the Designated Authority for review.

The Designated Authority shall designate a member or two (2) members of the Committee to observe the candidate in the classroom as a critical and requisite part of the advancement process. The classroom observation shall be at least one (1) hour in duration. The candidate shall be advised of the observer(s) and the date(s) of the observation(s). The observer(s) shall prepare a confidential written report for submission to the Advancement Committee.

Outcomes

The Designated Authority's recommendation regarding advancement must be approved by the Principal of New College. The Designated Authority shall advise the candidate in writing of the outcome of the advancement process by April 30.

A candidate who is advanced to the rank of IFP Instructor III shall assume that rank for purposes of financial compensation, as specified in Schedule XX: Annual Salary for Full-time Continuing IFP Sessional Instructors.

A candidate who is not advanced to the rank of IFP Instructor III may be eligible for re-evaluation after a further two (2) years of employment. The letter to a candidate advising of an unsuccessful advancement shall contain a summary of the reasoning and evidence that formed the basis for the decision.

Appeals

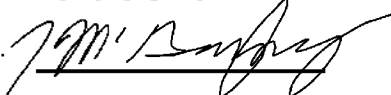
If a candidate is not advanced to the rank of IFP Instructor III, the candidate may request, by letter to the Designated Authority within twenty (20) working days of receiving notice to that effect from the Designated Authority, a meeting with the Principal of New College (or designate) for the purpose of reviewing the reasons underlying the decision. The meeting will be arranged without undue delay. The candidate shall have the right to be accompanied or represented by a Union official.


The Principal of New College (or designate) shall have the authority to amend the advancement decision under review. The Principal shall either confirm the Advancement Committee's decision or determine that the candidate is to be advanced to the rank of IFP Instructor III.

The decision of the Principal of New College (or designate) will be final and not subject to the grievance process.

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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APPENDIX B: PROCESS FOR ADVANCEMENT TO ISA INSTRUCTOR II

Eligibility Criteria

An ISA Instructor is eligible for consideration to be advanced to the rank of ISA Instructor II where the candidate:

- 1. has taught at least six (6) ISA courses in at least four (4) of the past six (6) academic years; and**
- 2. has successfully completed at least two (2) performance evaluations including classroom observations.**

Initiation of Process

Once a candidate meets the eligibility criteria, the candidate may, by letter to the Designated Authority, request initiation of the advancement process. The letter must be received not later than April 1 for advancement in the following year.

Advancement Process

Within ten (10) working days of receipt of the candidate's letter requesting advancement, the Designated Authority will respond in writing to the candidate and confirm the candidate's eligibility for advancement, and advise the candidate of the names of the Advancement Committee, which shall be composed of the Vice-Principal of New College or designate (who shall act as Chair of the Committee), another relevant academic administrator, and one or two members of the teaching staff, appointed by the Principal. Where possible, one of the members of the Committee shall be a member of the CUPE Local 3902 Unit #6 bargaining unit who holds the rank of ISA Instructor II, provided the member agrees to so serve. Where practicable, at least one of the Committee members will have a field of expertise closely related to the courses the candidate teaches. At the Designated Authority's discretion, Committee member(s) may be drawn from more than one department.

The initial letter to the candidate will also identify the written material to be submitted by the candidate for the Designated Authority's consideration, and will indicate the date by which the material needs to be submitted, which can be no less than four (4) weeks from the date of the letter. The candidate's employment file(s) shall also be available to the Designated Authority.

- A curriculum vitae, which shall include a complete list of all courses taught in the past six (6) years**

- **A teaching dossier, which shall include course outlines for all ISA courses taught, and may include sample assignments and assessments, and other sample course materials (e.g. activities, detailed lesson plans for particular courses, PowerPoint slides)**
- **A statement of no less than two pages from the candidate indicating how the material in the dossier and/or curriculum vitae demonstrates the candidate's currency with and mastery of the subject matter and superior classroom teaching.**

Student evaluations considered by the Advancement Committee shall be provided by the Program. The candidate's employment file(s) shall also be available to the Designated Authority for review.

The Designated Authority ~~or designate will~~ shall designate two (2) members of the Committee to observe the candidate in the classroom as a critical and requisite part of the advancement process. The classroom observation shall be at least one (1) hour in duration. The candidate shall be advised of the name(s) of the observer(s) and date(s) of the observation(s). The observer(s) shall prepare a confidential written report for submission to the Designated Authority

The focus of these submissions shall be to demonstrate the candidate's currency with and mastery of the subject matter and superior classroom teaching. In addition, all those who are raised to the rank of ISA Instructor II shall demonstrate that they have adhered to the following principles: An employee shall carry out responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to be accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions and to comply with established procedures and deadlines for determining, reporting and reviewing the grades of students. In performance of their duties, they shall deal fairly and ethically with their colleagues, shall avoid discrimination, shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.

Outcomes

The Designated Authority's recommendation regarding advancement must be approved by the Principal of New College. The Designated Authority shall advise the candidate in writing of the outcome of the advancement process by August 1.

A candidate who is advanced to the rank of ISA Instructor II shall assume that rank for purposes of consideration for vacancies in the following academic year. A candidate who is not advanced to the rank of ISA Instructor II may be eligible for re-evaluation after a further two (2) years of employment and a minimum of four (4) further ISA courses or the equivalent. It is understood and agreed that a candidate who is not advanced to the rank of ISA Instructor II remains eligible for appointment at the rank of ISA Instructor. It is understood and agreed that the decision not to advance the candidate, in and of itself, will not be considered in future hiring decisions. The letter to a candidate advising of an unsuccessful advancement shall contain a summary of the reasoning and evidence that formed the basis for the decision.

Appeals

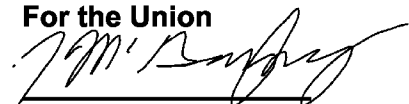
If a candidate is not advanced to the rank of ISA Instructor II, the candidate may request, by letter to the Designated Authority within twenty (20) working days of receiving notice to that effect from the Designated Authority, a meeting with the Principal of New College (or designate) for the purpose of reviewing the reasons underlying the decision. The meeting will be arranged without undue delay. The candidate shall have the right to be accompanied or represented by a Union official.

The Principal of New College (or designate) shall have the authority to amend the advancement decision under review. The Principal shall either confirm the Advancement Committee's decision or determine that the candidate is to be advanced to the rank of ISA Instructor II.

The decision of the Principal of New College (or designate) will be final and not subject to the grievance process.

For the University

For the Union



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

University of Toronto
December 17, 2021 @ 11:30 a.m.

WITHOUT PREJUDICE

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APPENDIX C: PROCESS FOR ADVANCEMENT TO DISCIPLINE-SPECIFIC IFP INSTRUCTOR II

Eligibility

Provided a Discipline-Specific IFP Instructor I possesses an advanced degree or significant professional accomplishment, a Discipline-Specific IFP Instructor I is eligible for consideration to be advanced to the rank of Discipline-Specific IFP Instructor II. The hiring preference and the job security commitment become effective immediately upon successful completion of the Advancement Process; however, the corresponding wage rate for Discipline-Specific IFP Instructor II shall not become effective until on or after January 1, 2025 and shall have no retroactive effect whatsoever.

Once a candidate has taught at least six (6) half courses for Discipline-Specific IFP Instructors teaching discipline specific courses (e.g. IFP040H, IFP050H, IFP070H, IFP080H, IFP090H, IFP014Y), and has taught in at least four (4) of the past six (6) years.

Initiation of Process

Once a candidate meets the eligibility criteria, the candidate may, by letter to the Designated Authority, request the initiation of the advancement process. The candidate's letter must be received not later than September 30 for advancement consideration in the Fall term, or January 31 for advancement consideration in the Spring term.

Advancement Process

Within ten (10) working days of receipt of the candidate's letter requesting advancement, the Designated Authority will respond in writing to the candidate, confirming eligibility and advising the candidate of the names of the Advancement Committee, which shall be composed of the Vice-Principal of New College or designate (who shall act as Chair of the Committee), another relevant academic administrator, and two (2) or three (3) other members of the teaching staff, appointed by the Principal. Where practicable, at least one of the Committee members will have a field of expertise closely related to the courses the candidate teaches. At the Designated Authority's discretion, Committee member(s) may be drawn from more than one department.

Within two (2) weeks of the date of the Designated Authority's letter, the candidate may advise the Designated Authority in writing of any express reservations with respect to the appointed members. The Designated Authority will then advise the

candidate in writing of the final composition of the Advancement Committee and the anticipated timing of its review and decision.

The Designated Authority shall designate a two (2) member or members of the Committee to observe the candidate in the classroom as a critical and requisite part of the advancement process. The classroom observation shall be at least one (1) hour in duration. The candidate shall be advised of the observer(s) and the date(s) of the observation(s). The observer(s) shall prepare a confidential written report for submission to the Advancement Committee.

Student evaluations considered by the Advancement Committee shall be provided by the Program. Such evaluations may include evaluations for courses taught outside the IFP. The candidate's employment file(s) shall also be available to the Committee.

The initial letter to the candidate will also identify the written material to be submitted by the candidate for the Committee's consideration, and will indicate the date by which the material needs to be submitted, which can be no less than four (4) weeks from the date of the letter:

- **A curriculum vitae, which shall include a complete list of all courses taught in the past six (6) years**
- **A teaching dossier, which shall include course outlines for all IFP courses taught, and may include sample assignments and assessments, and other sample course materials (e.g. activities, detailed lesson plans for particular courses, PowerPoint slides for lectures)**
- **A statement of no less than two pages from the candidate indicating how the material in the dossier and/or curriculum vitae demonstrates the candidate's currency with and mastery of the subject matter and superior classroom teaching.**

The focus of these submissions shall be to demonstrate the candidate's currency with and mastery of the subject matter and superior classroom teaching. In addition, all those who are raised to the rank of Discipline-Specific IFP Instructor II shall demonstrate that they have adhered to the following principles:

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

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

Outcomes

The Committee's recommendation must be approved by the Principal.

The Principal shall advise the candidate in writing of the outcome of the advancement process by December 31st for the Fall term, and by April 30 for the Spring term.

Where the IFP does not adhere to the timelines for the written communication of the outcome of the advancement process, and where the candidate has fulfilled all of the obligations and requirements in accordance with the advancement process, then the candidate shall be entitled to be remunerated at the advanced rate for position(s) held in the subsequent academic term. If the delay described above continues beyond that subsequent academic term then the candidate shall continue to be remunerated at the advanced rate until the end of the academic term in which the written communication of the outcome of the advancement process has been provided to the candidate.

A candidate who is not advanced to the rank of Discipline-Specific IFP Instructor II may be eligible for re-evaluation after a further two (2) years of employment and a minimum of four (4) further half (1/2) courses or the equivalent. It is understood and agreed that a candidate who is not advanced to the rank of Discipline-Specific IFP Instructor II remains eligible for appointment at the rank of Discipline-Specific IFP Instructor I. It is understood and agreed that the decision not to advance the candidate, in and of itself, will not be considered in future hiring decisions.

The letter to a candidate advising of an unsuccessful advancement shall contain a summary of the reasoning and evidence that formed the basis for the decision.

Appeals

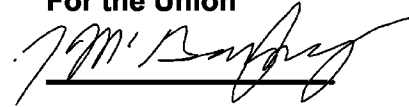
If a candidate is not advanced to the rank of Discipline-Specific IFP Instructor II, the candidate may request, by letter to the Designated Authority within twenty (20) working days of receiving notice to that effect from the Designated Authority, a meeting with the Principal for the purpose of reviewing the reasons underlying the decision. The meeting will be arranged without undue delay. The candidate shall have the right to be accompanied or represented by a Union official.

The Principal shall have the authority to amend the advancement decision under review.

The Principal shall either confirm the Advancement Committee's decision or determine that the candidate is to be advanced to the rank of Discipline-Specific IFP Instructor II. The decision of the Principal of New College (or designate) will be final and not subject to the grievance process.

For the University

For the Union





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ARTICLE OO: ORIENTATION & TRAINING

Orientation and Training

OO:X1 The Employer shall prepare and conduct an orientation training program for all new ~~staff-appointed ESL~~ Instructors. Attendance at such training sessions shall be mandatory, and shall be deemed to be time worked.


OO:XX Instructors shall receive training in ~~Quercus and/or any other~~ technology required for the performance of their assigned duties. Attendance at such training sessions shall be mandatory, and shall be deemed to be time worked.


Union Participation in Training

OO:XX Where a ~~Department or group of Departments~~ Program organizes an employee training or orientation program in which ~~first appointment teaching assistants-Instructors~~ are required to participate, the ~~Department~~ Unit Steward/s and/or other Union Representatives shall be entitled to attend and will have the right to speak to the employees for a period of twenty-five (25) minutes. The Unit Steward and/or other Union Representatives shall not be paid for attendance. The ~~Department~~ Program will notify the Union at least two (2) weeks in advance of the session. Once per academic year, the University Employer will notify ~~Departments-the Programs~~ in writing of their its notification obligation.

For the University

For the Union





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University of Toronto
December 17, 2021

WITHOUT PREJUDICE

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ARTICLE VV: Professional Development - Full-Time Continuing IFP Sessional Instructors

IFP Professional Expense Reimbursement Program

VV:01 IFP Full-Time Continuing Sessional Instructors are entitled to \$225.00 per academic year in reimbursement for professional expenses incurred. IFP Lead Instructors are entitled to \$725.00 per academic year. These funds will also be available on a prorated basis for the closed group of IFP Sessional Instructors who are less than full-time. Unspent funds at the end of the academic year will be carried forward into the next academic year.

VV:02 Employees shall submit claims using an Expense Reimbursement Form provided by the Employer. Reimbursement shall occur within one (1) month.

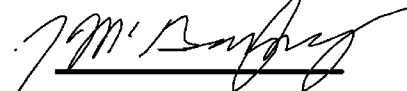
IFP Conference Speaker Fund

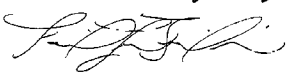
VV:03 IFP Full-Time Continuing Sessional Instructors are entitled to \$1,500.00 per academic year in reimbursement for expenses associated with presenting on a topic related to the IFP (e.g. English for academic purposes, applied linguistics, first-year undergraduate pedagogy, etc.) at an academic conference. These funds will also be available on a prorated basis for the closed group of IFP Sessional Instructors who are less than full time. Funds must be used by the end of the academic year in which they were awarded and will not be carried forward into the next academic year.

VV:04 Employees shall submit claims using an Expense Reimbursement Form provided by the Employer. Reimbursement shall occur within one (1) month.

FOR THE UNIVERSITY

FOR THE UNION





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Letter of Intent: Composition of the ISA

DATE

Chair, Canadian Union of Public Employees, Local 3902, Unit 6

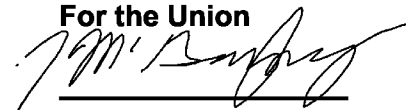
During the life of this Collective Agreement, all references to ISA Instructors “who have taught for the ISA within the previous twenty-four (24) months” will be understood to include ISA Instructors who taught for the ISA during the 2017-2018 and 2018-2019 academic years.

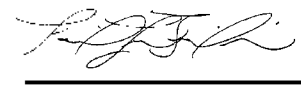
Yours truly,

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: EDUCATIONAL ASSISTANCE

DATE

Dear Mr. Landi Chair, Canadian Union of Public Employees, Local 3902, Unit 6

The **University Employer** agrees that full-time continuing Sessional International Foundation Program Instructors, including a closed group of International Foundation Program Instructors who are continuing employees but are not full-time employees in the bargaining unit shall be entitled to the benefits of the Educational Assistance Policy attached hereto.

Yours truly,

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

INTRODUCTION

In keeping with its policy objective to provide staff members with opportunities for personal development and establish a working environment that will encourage them to develop their abilities, **University Employer** has designed this practice on Educational Assistance. Its provisions define the extent to which the **University Employer** will financially assist staff to further their formal education.

TERMS OF REFERENCE

Qualifying staff members referred to below are those staff who are eligible in terms of **University Employer** service (described under ELIGIBILITY) and have academic acceptability by the Faculty, School, Centre, etc., from whom the course is to be taken and the approval of the Department Head before beginning the course as described under PROCEDURES.

ELIGIBILITY

Full-time continuing Sessional International Foundation Program Instructors, including a closed group of International Foundation Program Instructors who are continuing employees but are not full-time employees.

PROVISIONS

1. One hundred (100) percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking:

- 1) A University of Toronto degree course, up to and including flex-time PhD Programs and part-time Doctoral studies. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee. For Master's level programmes, flex-time PhD Programs and part-time Doctoral studies the tuition waiver shall be limited to a maximum of three thousand (\$3,000) dollars per academic year. The **University Employer** will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or three thousand (\$3,000) dollars per year, so long as the employee has already received a tuition waiver under this policy; or
- 2) a University of Toronto course taken as part of the "academic bridging" programme; or
- 3) a University of Toronto course taken as a "special student"; or

- 4) a diploma or certificate programme offered through Woodsworth College or other University of Toronto academic divisions, for which students are registered as University of Toronto students and receive diploma at Convocation in accordance with the University Policy on Diploma and Certificate Programmes. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee.
- 5) courses offered by the School of Continuing Studies that are work or job related, up to a maximum of seven hundred and fifty (\$750) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of three hundred and fifty (\$350) dollars per course, with a combined maximum four (4) courses per academic year.

Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Department Head is obtained and alternative work arrangements are made.


2. Fifty (50) percent Tuition Reimbursed


Fifty (50) percent of tuition fees will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution (other than those in 1. above); the 50% maximum tuition fees reimbursement shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the Summer session. Such courses should be taken on the staff member's own time, after normal working hours and must be either:

- 1) Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire.
- 2) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of their present job or directly related to their potential career. Individual courses, even though unrelated, will qualify provided they are a part of an eligible certificate, diploma or degree programmes.

For the University

For the Union





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LETTER OF INTENT: TUITION WAIVER FOR DEPENDANTS

DATE

Dear Chair, Canadian Union of Public Employees, Local 3902, Unit 6

The ~~University~~ Employer agrees that dependants of full-time continuing Sessional International Foundation Program Instructors, including a closed group of International Foundation Program Instructors who are continuing employees but are not full-time employees in the bargaining unit shall be entitled to the benefits of the Tuition Waiver for Dependants Policy attached hereto.

Yours truly,

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

INTRODUCTION

In order to assist staff members who have dependants or a spouse who, wish to pursue University studies, towards their first undergraduate degree or certificate, **University Employer** will extend to the dependants of such staff members a waiver of the academic tuition fee for specific University of Toronto programmes. The terms and conditions of this staff benefit are described below.

TERMS OF REFERENCE

An eligible spouse or dependant must have met the admission requirements for the qualifying programme and have followed the normal procedures regarding application for admission and registration before application is made for tuition waiver.

For the purposes of this policy:

“Dependant” shall include the natural, legally adopted, step or foster child of the employee or the employee’s spouse, who is dependent on the employee or the employee’s spouse for financial support.

“Spouse” shall mean spouse as defined in the *Ontario Human Rights Code* as amended by the *Spousal Relationship Statute Law Amendment Act, 2005*.

“Academic tuition fee” by definition excludes application, registration, service, examination and other incidental fees.

ELIGIBILITY

This benefit is available to:

Dependents, or spouse of full-time continuing Sessional International Foundation Program Instructors, including a closed group of International Foundation Program Instructors who are continuing employees but are not full-time employees proceeding towards a first degree or certificate in a qualifying programme (not special students). Qualifying programmes are described under PROVISIONS (below). In the case of the closed group of International Foundation Program Instructors who are continuing employees but are not full-time, the benefit will be pro-rated to their percentage of full-time appointment.

Dependents, or spouse of full-time continuing Sessional International Foundation Program Instructors, including a closed group of International Foundation Program Instructors who are continuing employees but are not full-time on approved leave of absence, who are maintaining enrolment in benefit programmes proceeding towards a first degree or certificate in a qualifying programme (not special students). Qualifying programmes are described under PROVISIONS (below).

PROVISIONS

Eligible dependants will have their academic tuition fee waived for each academic year of the programme until the degree or certificate is awarded.

The academic tuition fee waiver is applicable to programmes which lead to a first undergraduate degree or certificate and which do not require prior undergraduate preparation since admission is normally gained directly from high school. In cases where the programme requires undergraduate preparation, only the undergraduate courses taken as part of the preparation are eligible.

For clarity, the fee waiver is applicable to the Transitional Year Programme and the Academic Bridging Programme.

Programmes in the following areas are also not eligible:


Royal Conservatory of Music
School of Continuing Studies
Woodsworth College Diplomas


Where a student receives a scholarship which provides for the payment of fees, the terms of the scholarship will apply prior to any waiver of tuition under this policy.

Questions concerning this policy should be directed to the appropriate local Human Resources Department. The value of the tuition waiver under this provision is a taxable benefit to the employee.

For the University

For the Union





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LETTER OF INTENT: JOINT CURRICULUM DEVELOPMENT COMMITTEE TO IMPLEMENT THE NEW COLLEGE VISION IN THE IFP

DATE

Chair, Canadian Union of Public Employees, Local 3902, Unit 6

The Employer and the Union recognize the importance of teaching that is inclusive and recognizes the cultural and linguistic diversity of our students and the University community at large. The parties also recognize the stated aim, expressed in the New College Vision, of promoting and fostering, among other values, “social responsibility, diversity, equity and global awareness.” Both parties agree that centering intersectionality in developing an inclusive, critical, anti-racist, anti-colonial, feminist, non-heteronormative pedagogy is an important way of promoting and fostering such values.

To that end, within sixty (60) calendar days following ratification of this Collective Agreement, the parties agree to meet to establish an ongoing Joint Curriculum Development Committee with the aim of developing recommendations (e.g., principles, suggested lesson plans and assessment, content, etc.) to the Principal of New College that work to promote and foster “social responsibility, diversity, equity and global awareness” in the Programs’ curricula. This Committee shall be comprised of two (2) full-time continuing IFP Sessional Instructors designated by the Union and two (2) representatives designated by the Principal of New College.

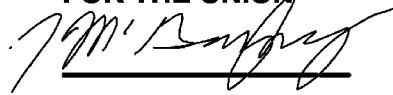
Kelly Hannah-Moffat


Vice-President, People Strategy, Equity & Culture

University of Toronto

FOR THE UNIVERSITY

FOR THE UNION





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LETTER OF UNDERSTANDING: ONLINE COURSES

DATE

Chair, Canadian Union of Public Employees, Local 3902, Unit 6

The parties agree that all provisions of the CUPE 3902 Unit 6 Collective Agreement extend to the delivery of online courses.

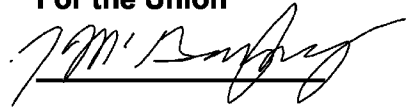
Kelly Hannah-Moffat


Vice-President, People Strategy, Equity & Culture

University of Toronto

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ARTICLE XX: GRIEVANCE PROCEDURE

Definition

XX:01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. Employment under the provisions of the Collective Agreement is a prerequisite for filing a grievance, with the exception of a hiring grievance as defined in Article XX:02.

Hiring Grievances

XX:02 (a) Applicants for posted positions who are currently employed in the bargaining unit or who have been employed in the bargaining unit in the previous twenty-four (24) months shall have the right to file an individual grievance concerning hiring decisions, commencing at Step 1, in the event of a complaint of an improper hiring decision which resulted in the applicant not being selected for the position in dispute.

Time Limits – Hiring Grievances

XX:02 (b) Hiring grievances shall be presented within ten (10) working days of the date of the notice of outcome of applications sent pursuant to Article 14:15 or Article 15:10.

XX:03 An earnest effort shall be made to settle grievances fairly and promptly in the following manner.

Statement of Grievance

XX:04 The statement of grievance submitted by the Union or Employer, and signed by the grievor(s), must contain the following: date of filing, nature and type of grievance (e.g., hiring, group, individual, policy), the article(s) of the Collective Agreement alleged to have been violated, a statement of the particular facts relevant to the grievance, including dates, and the remedy sought. The grievance must be set out in a manner which is clearly identified as a grievance.

Copy to Labour Relations

XX:05 The Union shall ensure that a copy of every grievance filed under this article is sent to the Executive Director, Labour Relations (or designate) at the time the grievance is filed.

Time Limits – Grievance Procedure

XX:06 Time limits as specified in Article XX - Grievance Procedure are directive in nature within the context of the mutual desire of the parties to address grievances as quickly as possible. In the event that a grievance is filed after the time limit, the Employer reserves the right to dismiss the grievance on the basis of untimeliness; where no answer is given within the time limit specified, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure. Saturdays, Sundays, University Holidays, and Public Holidays will not be counted in determining the time within which action is to be taken or completed under the Grievance Procedure. No grievance may be submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure.

XX:07 Time limits set forth in this article may be extended by mutual agreement in writing between the Union and the Employer.

Complaint Stage (Optional)

XX:08 If an employee has an employment-related complaint which could become the subject of a grievance, the employee may, as soon as possible after the occurrence of the matter which is the subject of the complaint, request a meeting with the employee's immediate supervisor in order to give the immediate supervisor an opportunity to adjust the complaint. The employee may have a Union Representative present at such a meeting. If a resolution to the complaint is arrived at as a result of the meeting, the employee shall be allowed to request a statement of the resolution, in writing, from the supervisor. In the event that an employee requests such a statement in writing, the supervisor shall comply without undue delay. The parties agree that a written statement provided in response to such a request shall not be relied upon or referred to by either party as having any precedential or interpretative value, and shall be considered to have been made on a "without prejudice" basis.

Individual Grievances

XX:09 Step 1: If an employee has a grievance, the Union shall, within twenty-five (25) working days after the occurrence of the matter, present a written grievance to the Designated Authority (or designate). The Designated Authority (or designate), the Director, Labour Relations (or designate), the employee, and the Grievance Officer of the Union (or designate) will meet within ten (10) working days and endeavour to resolve the grievance. The Designated Authority (or designate) will give a written decision to the Grievance Officer (or designate) within ten (10) working days of the date of the meeting.

Step 2: If the grievance is not resolved at Step 1, then, within ten (10) working days, the written grievance may be referred to the Principal of New College (or designate). The Principal (or designate), the Director, Labour Relations (or designate), the employee, and the Grievance Officer of the Union (or designate) will meet within ten (10) working days and endeavour to resolve the grievance. The Principal will give a written decision to the Grievance Officer within ten (10) working days of the date of the meeting. Grievances which would otherwise proceed from Step 1 to Step 2 may proceed from Step 1 to Step 3 if arranged by mutual agreement in writing between the parties hereto prior to the expiry of the initial time limit for referral to Step 2. When mutual agreement with respect to such a request is reached, the time limit for referral from Step 1 to the next step (Step 3) shall be extended by ten (10) working days to a total of twenty (20) working days, and the time limit for response at Step 3 shall be extended from ten (10) working days after receipt of the grievance at Step 3 to twenty (20) working days after the receipt of the grievance at Step 3.

Step 3: If the grievance is not resolved at Step 2, then, within ten (10) working days, the grievance may be referred to the Vice-President, People Strategy, Equity & Culture (or designate), transmitted by a letter signed by the Chair or Grievance Officer of the Union. The Vice-President, People Strategy, Equity & Culture (or designate) will give a written decision to the Chair or Grievance Officer of the Union within ten (10) working days after receipt of the grievance at Step 3. If the grievance is not resolved at Step 3, the Union may refer the grievance to arbitration pursuant to Article KK of the Collective Agreement, within twenty (20) working days thereafter.

Group Grievance

XX:10 A group grievance, which is defined as an alleged violation of this Agreement concerning two (2) or more employees employed in the same Program, follows the same procedure as the individual grievance procedure.

Policy Grievance

XX:11 A policy grievance of the Employer, or a policy grievance of the Union which is distinguished from an individual employee's grievance or a group grievance, and which is defined as a difference arising between the Employer and the Union as to the interpretation or alleged violation of a specified provision or provisions of this Agreement affecting the Employer or the Union as such or as affecting the interests of members employed in more than one (1) Program shall be reduced in writing, signed by the Chair of the Union (or designate), or the Vice-President, People Strategy, Equity & Culture (or designate), as the case may be, and submitted to the Vice-

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

XX:12 If the grievance is not resolved, the initiating party may notify the responding party in writing within a period of twenty (20) working days from receipt of the response that it intends to proceed to arbitration pursuant to Article KK of this Collective Agreement.

Suspension or Discharge Grievance

XX:13 In the case of an employee who has been suspended or discharged, the Union may submit a grievance, in writing, signed by the employee, at Step 2 of the Grievance Procedure, within ten (10) working days after the employee's suspension or discharge. The Principal of New College (or designate), the Director, Labour Relations (or designate), the employee, and the Chair of the Union (or designate) will meet within a period of five (5) working days after receipt of the written grievance. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer in writing within a further period of five (5) working days that it intends to proceed to Step 3 of the Grievance Procedure. The Vice-President, People Strategy, Equity & Culture (or designate) shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance at Step 3. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer, in writing, within a further period of fifteen (15) working days that it intends to proceed to arbitration pursuant to Article KK of this Collective Agreement.

ARTICLE KK: Arbitration

KK:01 If a grievance is not settled at Step 3, either party may notify the other within a further period of twenty (20) 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.

KK:02 The provisions of this article shall be based on the use of a sole arbitrator. Sole arbitrators shall be selected in rotation from the following list, commencing with the first person named.

Louisa Davie

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.

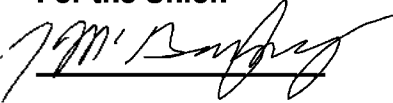
KK:03 An arbitrator shall not have the authority to make any decision which is inconsistent with the terms of the Agreement nor to add to or amend any of the terms of the Agreement. The jurisdiction of the arbitrator shall be confined to the issue in dispute. The decision of the arbitrator shall be final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


KK: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.

KK:05 The parties shall jointly and equally bear the fees and expenses of the arbitrator.

For the University

For the Union





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Personal Harassment

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

Such conduct is unacceptable and should be dealt with as early as possible. The parties are fully committed to utilizing appropriate conflict resolution strategies, including mediation to resolve interpersonal workplace issues. Allegations of personal harassment are not subject to the grievance/arbitration process, except as provided in 4:10 below.

Workplace Harassment

4:10 The University will provide an environment where members of the bargaining unit are not subjected to workplace harassment. Bargaining unit employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the *Occupational Health and Safety Act* and the University's Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct, and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this **Article section**. For clarity, the current *Occupational Health and Safety Act* defines "workplace harassment" as: "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome."

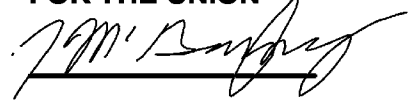
For clarity, workplace harassment may occur while on University of Toronto premises and in work-related activities or social events occurring off-campus. For **further** clarity, workplace harassment that occurs through electronic means is covered by this Article.

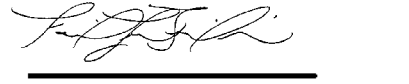
An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after sixty (60) working days have elapsed from the date the written complaint was finalized, signed by the employee and submitted to the University, specifying the conduct alleged to constitute workplace harassment, the University has not provided the employee with a response to the complaint. Such grievance **may will** be filed at Step 3 of the grievance procedure.

During any internal steps taken to resolve the situation, employees shall be informed in writing of their right to be accompanied by a Union representative.

FOR THE UNIVERSITY

FOR THE UNION





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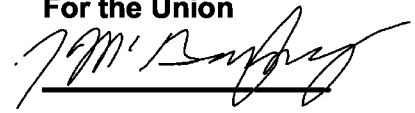
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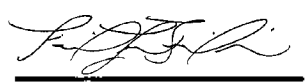
ARTICLE 24: HOURS OF WORK AND OVERTIME

- 24:01 It is the University's management right to determine hours of work as the University deems appropriate and the provisions of this Article are intended only to provide a basis for calculating time worked, and nothing in this Article shall be construed as providing any guarantees as to the hours of work per day or per week or when employees commence or end regular hours of work.
- 24:02 Regular hours of work for full time employees are thirty-six and one-quarter (36¼) hours per week.
- 24:03 Where an hourly rate needs to be calculated (e.g., overtime pay), it will be calculated by dividing the employee's weekly salary by thirty-six and one-quarter (36¼) hours.
- 24:04 An IFP Sessional Instructor is entitled to take eating periods in accordance with the *Employment Standards Act, 2000*.
- 24:05 Provided it does not, in the opinion of the Designated Authority of the Program, adversely affect operational efficiency or service effectiveness, the Designated Authority of the Program will consider requests by employees for flexibility with respect to the employees' regular hours of work. It is understood that such arrangements may not be suitable operationally in some cases and/or for certain positions or courses, and that the design and approval of all arrangements is a matter for Program discretion. It is understood that such arrangements, in and of themselves, do not trigger overtime.

For the University

For the Union





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IFP Sessional Instructor Probationary Period

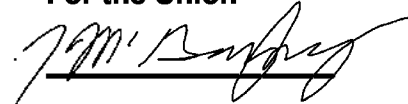
12:03 An IFP **Sessional** Instructor shall be considered as a probationary employee until they have completed one (1) full academic year of active employment (i.e., September to April or September to May, as applicable).

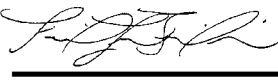
During the probationary period an employee may be terminated at any time for a lesser standard than “just cause”. The parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge or substitute or provide any other remedy in the case of the discharge of a probationary employee, unless the discharge was discriminatory, arbitrary or made in bad faith.

During the probationary period, an employee shall be informed in writing of their progress at the end of each academic term in which the employee was employed. A copy of the written feedback shall be given to the employee.

For the University

For the Union





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Letter of Intent: Teaching Assignments and Schedules for IFP Sessional Instructors at New College

DATE

Laura Sullivan
Staff Representative
CUPE Local 3902
[ADDRESS]

Dear Ms. Sullivan,

The **Employer University** reserves the right to determine the teaching assignments and schedules for employees in terms of instructional and non-instructional hours. Further, the **Employer University** is committed to reasonable flexibility and taking into account employees' preferences where practicable.

Where the **Employer University** is able to take into account employees' preferences in relation to teaching assignments, and where qualifications and skills are relatively equal as between two (2) or more **employees candidates**, and where the selection of a specific **employee candidates** over other **employee(s) candidates(s)** does not adversely affect operational efficiency and service effectiveness, the **employee candidates who has most recently held the preferred teaching assignment will be selected. Where none of the two (2) or more employees who expressed a preference for the same teaching assignment have held the preferred teaching assignment before, or where two (2) or more of the employees who expressed a preference for the same teaching assignment held the preferred teaching assignment equally recently**, the employee with the greater length of active service will be selected.

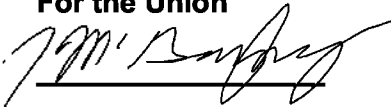
In the event that an employee's preference is not granted, the employee shall be provided with the reasons for the decision, in writing, with a copy to the Union.


Yours truly,

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

For the University

For the Union





University of Toronto
November 25, 2021 @ 1:30 p.m.

WITHOUT PREJUDICE

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JOINT LETTER OF INTENT: DUPLICATE PROVISIONS

December 1, 2017 DATE

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

- 6:05 The Employer agrees to issue, upon request from the Union in writing, to the Staff Representative(s) of the Union:
- (a) A library card (valid at both Robarts Library and Bora Laskin Law Library)
 - (b) A valid username/password to access the University's Campus Wireless Network.

There shall be no charge to the Union or to the Staff Representative(s) for the card and/or wireless access. Use of the card and wireless network shall be subject to the general regulations made from time to time by the University and/or the Library. Access to the Bora Laskin Law library shall include access to all online legal resources available for University of Toronto library card holders who are not students or faculty in the Faculty of Law.

Office Space

- 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) 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 6** 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 2021-2023 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.

Bulletin Boards

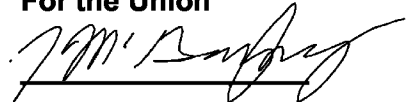
- 23:02 In each Department where employees are employed, the Employer shall provide a reasonable amount of space on bulletin boards marked "Canadian Union of Public Employees, Local 3902" for official Union notices.

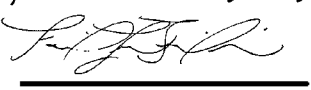
~~Eric Vogt Chair
Canadian Union of Public Employees,
Local Unit 3~~

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

For the University

For the Union





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Letter of Understanding: Program Name Changes

DATE

Laura Sullivan
Staff Representative
CUPE Local 3902
[ADDRESS]

Dear Ms. Sullivan,

The **Employer University** reserves the right to change the name(s) of the International Foundation Program and/or the International Summer Academy, and any subsequent name(s) that may be given to these Program(s). Provided the Program(s) remain fundamentally the same, the new name(s) of the Program(s) will be deemed to be substituted for the current names throughout the Collective Agreement.

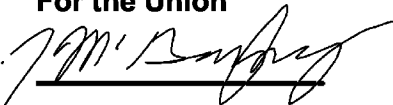
The Employer will inform the Canadian Union of Public Employees, Local 3902 in advance if it creates a new program employing a group of persons who teach English language and general academic skills development non-degree-credit courses at New College.


Yours truly,

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

For the University

For the Union





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LETTER OF UNDERSTANDING: Domestic Violence

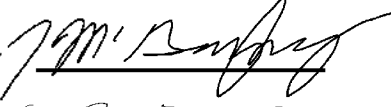
DATE


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

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

For the University

For the Union





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ARTICLE 27: DEFINITIONS

Working Day

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

Department

~~27:02 Whenever the term “Department” is used in this Collective Agreement it shall be considered to mean:~~

- ~~(a) a department within a faculty, or a single department faculty, on a specific campus; or~~
- ~~(b) a multi-disciplinary unit on a specific campus; or~~
- ~~(c) (in the case of a particular advancement application, where applicable), an approved extra-departmental program on a specific campus on a without prejudice basis.~~

Program

27:03 Whenever the term “Program” is used in this Collective Agreement it shall be considered to mean the International Foundation Program or the International Summer Program (now known as the International Summer Academy) at New College, as applicable to that particular Article.

Supervisor

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

Academic Session

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

Academic Year

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

Immediate Family

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

ARTICLE 28: REMUNERATION FOR TEACHING-RELATED SERVICE [RESERVE - MONETARY]

ARTICLE 29: SEVERANCE [RESERVE-MONETARY]

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