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WEDNESDAY, MARCH 18, 2015 2:15 P.M. SETTLEMENT DOCUMENT

~~THURSDAY, FEBRUARY 27, 2015 @ 2:24AM~~

MEMORANDUM OF AGREEMENT

BETWEEN

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

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902, UNIT 1
(hereinafter called "the Union")

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The undersigned members of the parties' respective negotiating committees hereby agree to ~~unanimously~~ recommend to their principals for ratification a renewal collective agreement on the terms and conditions set out herein.
2. The term of the renewal collective agreement shall be from May 1, 2014 to December 31, 2017.
3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on April 30, 2014, provided, however, that the attached following amendments are incorporated:
4. All matters previously settled and agreed to by the parties prior to the date hereof are and attached hereto
5. The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically and expressly noted.
6. The parties agree to commence face-to-face negotiations for a renewal collective agreement no later than 30 September 2017.
7. In addition to this Memorandum of Agreement and the Return to Work Protocol attached hereto as Schedule "A", all pages in handwriting in the top right hand corner from 10 to 40 that were appended to and formed part of the February 27, 2015 2:45 a.m. Memorandum of Agreement. All attached items numbered 1 to 40 are incorporated as part of this Memorandum of Agreement.

7.8. The parties agree to a Return to Work Protocol in the form attached hereto as Schedule "A"

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9. The Union has advised the University that it will commence the ratification process on Thursday, March 19, 2015 and continue same on Friday, March 20 to Sunday, March 22, 2015 with all votes to be by secret ballot.

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

FOR THE UNIVERSITY

[Handwritten Signature]

FOR THE UNION

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DATED AT TORONTO THIS 27th DAY OF ~~FEBRUARY~~ MARCH 2015

SCHEDULE "A" TO THE MARCH 18, 2015 MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT UNIVERSITY AND UNION RETURN TO WORK PROTOCOL

1. There will be no discrimination, reprisals, fines or penalties of any nature or kind whatsoever against any bargaining unit employees (hereafter "employees") by the Union in connection with the strike, including but not limited to the decision of an employee not to participate in strike activity and/or to continue performing work at the University during the strike. Without limiting the generality of the

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foregoing the Union will not discriminate or differentiate in any way whatsoever concerning any employee in respect of any funds or benefits under the collective agreement that may be administered under the collective agreement by the Union.

2. The Employer will not discipline, discriminate, or take reprisals of any nature or kind whatsoever against any employees for participation in the strike.
3. The strike commenced late on Friday, February 27, 2015. Striking employees who receive regular monthly pay have received compensation for work performed up to and including February 27, 2015, in their regular pay. Those employees who, as a normal part of their employment, do not have regular monthly pay but submit hours sheets/reports and who have not yet been paid for hours worked prior to the commencement of the strike, shall be paid for those hours as soon as practicable after they return to work and submit completed and approved time sheets/reports.
4. In the event the University's settlement offer is ratified, all employees in the bargaining unit will return to work effective 12:01 am on Monday March 23, 2015. Employees in the bargaining unit who receive regular monthly pay and who return to work on Monday March 23, 2015 will be paid 15/22 of their regular March pay. It is understood that employees who return to work on Monday March 23 will receive 50% of their regular pay for the period of the strike to facilitate the earliest possible end to the strike and ensure that upon their return to work all employees will make best efforts between now and the end of their assignments to ensure that the academic experience and delivery of the academic program to the students in their courses, tutorials and labs are not further affected by the strike.
5. Further the Union agrees and undertakes that there shall be no workload review form filed and no grievance filed or referred to arbitration alleging that any employee in the bargaining unit has worked more hours than allocated on his/her DDAH for any reason connected to the strike or the return to work or any adjustments made in connection thereto.
6. Any issues concerning the interpretation, application, administration or alleged violation of this Return to Work Protocol (including without limiting the generality of the foregoing any claim by the University of a violation of this Return to Work Protocol) shall be subject to the grievance procedure under the collective agreement beginning at Step 3 and if not resolved during the grievance procedure or withdrawn shall be referred to William Kaplan as a sole mediator-arbitrator and the parties will co-operate to have the issue(s) heard and decided by the arbitrator as expeditiously as practicable, including the scheduling of mutually convenient late afternoon/evening and/or weekend hearing dates if necessary.
7. This Return to Work Protocol is made without prejudice or precedent to the rights of the parties in any other matter and shall not be referred to or relied on in any other matter for any purpose whatsoever.

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8. Grievance timelines will recommence effective Monday, March 30th.
9. Existing postings for summer hirings that have not closed will be extended by one week.

[Type text]

University of Toronto

- and -

**Canadian Union of Public Employees (CUPE)
Local 3902 Unit 1**

Collective Bargaining 2014/15

WITHOUT PREJUDICE

**FINAL OFFER FOR FULL AND FINAL SETTLEMENT
WITHDRAWN IF NOT ACCEPTED UNANIMOUSLY BY
3:00 A.M. ON FEBRUARY 27, 2015**

**February 27, 2015 March 18, 2015
2:45 a.m.**

SETTLEMENT:

- All previously agreed-to language
- All proposals as attached to this document
- All other proposals not expressly agreed upon are withdrawn
- No provisions are retroactive unless expressly indicated
- The term of the agreement shall be from May 1, 2014 to December 31, 2017

Letter of Intent: Calculation

- Sept 2014 205 hours
- Sept 2015 200 hours
- Sept 2016 190 hours
- Sept 2017 180 hours

• NOTE: The Reduction in hours eliminates the requirement for the "fellowship defence fund" allocation of \$225,000. Union to retain same level of funding in FAF – see below

- Financial
 - ATB increases to all rates effective the following dates
 - ~~1 May 2014 – 0.5%~~
 - 1 January 2015 ~~additional 0.5% based on April 30, 2014 wages~~
 - 1 May 2015 – 0.5%
 - 1 January 2016 – additional 0.5% based on April 30, 2015 wages
 - 1 May 2016 – 0.5%
 - 1 January 2017 – additional 0.75% based on April 30, 2016 wages
 - 1 May 2017 ~~1.25~~ 1.0%

Health Care

- On a one-time-only basis, the University to reimburse CUPE for overage, if any, on the HCSA for 2013/14 up to \$400,000 and additionally up to \$400,000 for 2014/15 upon provision of audit results.
- Effective 1 September 2015, new Health Care plan as contained in email proposal of 24 February 2015. University commitment up to \$3.2M/year. If unable to create proposed plan by ~~45~~ 31 May 2015 for a September 1, 2015 implementation, revert to HCSA or agreed alternate plan design at University cost of no more than \$3.2M annually.

Financial Assistance Fund/Interim Bridging Fund/International student health care fund

- FAF into body of CA as article (see attached Article XX)
 - ~~\$1.2~~ \$1.05M/year

- This provides Union with added flexibility by eliminating internal lines of demarcation governing particular pools of money within FAF etc.
- Deletion of LOI: Interim Bridging Fund
- Non-renewal of Letter governing international student health expenses

LETTERS OF INTENT

MEMORANDUM OF UNDERSTANDING

Letter of Understanding: Employment Equity

Joint Letter of Intent: Senior Doctoral Teaching Associates

Joint Letter of Intent: Sexual harassment

Joint Letter of Intent: Union Dues/Membership

Joint Letter of Intent: Financial Assistance Fund

Joint Letter of Intent: Arbitration

Joint Letter of Intent: Duplicate Provisions

Letter of Intent: Calculation

Letter of Intent: EI hours for CIs

Letter of Intent: Treatment of Paid Work

LOI: Improving the Quality of Undergraduate Experience in Tutorials (amended)

Joint Letter of Intent: TOR for a Working Group on Undergraduate Tutorials

Letter of Intent: Provostial Committee on Graduate Student Financial Support

Letter of Intent: Office Space

Joint Letter of Intent: Working Group on CUPE 3902, Unit 1 Job Postings

Letter of Intent: Assignment of Subsequent Appointments

Letter of Intent: Interim Bridging Fund

Letter of Intent: Tuition Assistance Fund

Letter of Intent: Graduate Student Bursary Fund

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Article XX Financial Assistance Fund

The University agrees to pay to the Union by 15 May of each contract year, the amount of \$1,200,000.00/1,050,000.00 for the continuation of a Financial Assistance Fund to be administered by the Union. The Fund shall be used for the sole purpose of providing financial assistance on an objective basis to employees in the bargaining unit.

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

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

The Union shall ensure that the Fund is kept in a separate account and is audited on an annual basis. Copies of the audited report shall be provided to the Employer on an annual basis within ninety (90) calendar days of the end of each contract year.

Letter of Intent: Tuition Assistance Fund

Effective September 1, 2015, the University will administer a tuition assistance fund in the amount of up to \$775,000 annually for the support of employees in this bargaining unit who are registered in doctoral stream PhD programs to assist in defraying fees.

Beginning September 1, 2015 the University will administer a Tuition Assistance Fund in the amount of up to \$600,000 for the period September 1, 2014 to August 31, 2015 for the support of employees in this bargaining unit who are registered in doctoral stream PhD programs years 5 and 6 and doctoral stream Masters programs in year 2 to assist in defraying fees.

Beginning September 1, 2016 the University will administer a Tuition Assistance Fund in the amount of up to \$600,000 for the period September 1, 2015 to August 31, 2016 for the support of employees in this bargaining unit who are registered in doctoral stream PhD programs years 5 and 6 and doctoral stream Masters programs in year 2 to assist in defraying fees.

Beginning September 1, 2017 the University will administer a Tuition Assistance Fund in the amount of up to \$600,000 for the period September 1, 2016 to August 31, 2017 for the support of employees in this bargaining unit who are registered in doctoral stream PhD programs years 5 and 6 and doctoral stream Masters programs in year 2 to assist in defraying fees.

In September of each year beginning in September 2015, the Labour Management Committee will meet for one half day with Peter Simpson attending as facilitator to review relevant data and

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a summary from the University concerning the administration of the monies in this Fund for the previous year.

Relevant data will include the names of eligible members of the bargaining unit, and the international or domestic tuition paid by each after application of all internal and external awards, so as to confirm the distribution of the Fund in accordance with the objectives of the Union (including to provide proportional support for domestic and international members).

In support of this meeting, the University agrees to provide the Union with the information used in the preparation of its spreadsheet regarding the Union's March 15, 2015 proposal and in support of the Union's objectives with respect to the Fund.

Notwithstanding the provisions of Article 27.07 (Letters of Intent), any alleged violation of this Letter may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the Collective Agreement.

Letter of Intent: Graduate Student Bursary Fund

Effective September 1, 2015, the University will pay to the Union \$850,000. annually for the creation of a graduate student bursary fund for employees in this bargaining unit.

Beginning September 1, 2015 the University will pay to the Union \$1,045,000 for the period September 1, 2014 to August 31, 2015 for the creation of a Graduate Student Bursary Fund for employees in this bargaining unit.

Beginning September 1, 2016 the University will pay to the Union \$1,045,000 for the period September 1, 2015 to August 31, 2016 for the creation of a Graduate Student Bursary Fund for employees in this bargaining unit.

Beginning September 1, 2017 the University will pay to the Union \$1,045,000 for the period September 1, 2016 to August 31, 2017 for the creation of a Graduate Student Bursary Fund for employees in this bargaining unit.

In September of each year beginning in September 2015, the Labour Management Committee will meet for one half day with Peter Simpson attending as facilitator to review relevant data and a summary from the Union concerning the administration of the monies in this Fund for the previous year.

Relevant data will include the names of the eligible members of the bargaining unit as described in the Union's March 15, 2015 proposal and will include the level of the "funding commitment" as described in the "Letter of Intent: Calculation" for each such eligible member, so as to allow the Union to distribute the funds in accordance with its objectives.

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In support of this meeting, the University agrees to provide the Union with the information the Union used in the preparation of its spreadsheet regarding the Union's March 15, 2015 proposal and in support of the Union's objectives with respect to the Fund.

Notwithstanding the provisions of Article 27.07 (Letters of Intent), any alleged violation of this Letter may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the Collective Agreement.

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Letter of Understanding Employment Equity

To act on its commitment to employment equity under ~~both the Federal Contractors Program and the~~ the University's Employment Equity Policy, the University agrees to ~~form~~ continue a joint Employment Equity Advisory Committee with the Union. The Committee will be composed of four (4) representatives each of the Union and the University. The Committee's mandate shall be to make recommendations to the Vice President Human Resources and Equity regarding the continuing achievement of employment equity within the bargaining unit. ~~The parties may, by mutual agreement, further define their mandate in the first year after the Committee has been established.~~

~~Until such a committee is established the parties agree that matters related to Employment Equity may be included among agenda items discussed at the labour management meetings.~~

~~During the life of the collective agreement the University will also explore with CUPE 3902 Unit 1 and its other staff bargaining units the formation of a university-wide Staff Employment Equity Advisory Committee. The Committee would be responsible for making recommendations to the Vice President Human Resources and Equity regarding the continuing achievement of employment equity at the University. The Union agrees to participate should the University move forward with the establishment of such a committee. Details regarding the number of representatives from each bargaining unit and the mandate of the committee would be determined by all of the parties during the life of the collective agreement.~~

Angela Hildyard, Vice-President Human Resources & Equity, University of Toronto

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LETTER OF INTENT: Employment Insurance Hours for Course Instructors

Chair, Canadian Union of Public Employees, Local 3902

This letter will confirm the substance of our discussion at this round of negotiations with regard to Employment Insurance hours for CUPE, Local 3902 Course Instructors.

The parties agree that for Employment Insurance purposes only, a course instructor for a full course will be deemed to have worked 460 hours, and a course instructor for a half course will be deemed to have worked 230 hours.

Further, the parties agree that this agreement is strictly for Employment Insurance purposes only, and is without prejudice to the positions of the parties, and shall in no way affect the interpretation, application, and administration of the Collective Agreement provisions and any University policies and practices, and shall not be relied on or referred to in any proceedings other than those under the *Employment Insurance Act or Regulations*.

The University agrees to inform Course Instructors of the terms of this letter.

Angela Hildyard, Vice-President,
Human Resources & Equity
University of Toronto

Letter of Intent: Treatment of Paid Work

Chair, Canadian Union of Public Employees, Local 3902

The University does not intend to "capture", under the funding packages for graduate students, work that is beyond the rubric of scholarship, learning, research, discovery, teaching and mentoring appropriate to the skill level, experience or knowledge of graduate students.

~~In the course of collective bargaining, the University's bargaining committee was made aware of concerns about the treatment of paid work (outside the scope of this bargaining unit) with respect to some graduate students. As a result, concerns pertaining to a specific instance are now being addressed.~~

The parties agree that this is not a matter that is within the bounds of the CUPE 3902 collective agreement; however, the University appreciates the good offices of CUPE 3902 in ensuring that concerns of which it has become aware regarding student funding issues are brought forward to the Vice Provost Students.

Angela Hildyard, Vice-President Human Resources & Equity, University of Toronto

14 am

Letter of Intent: Calculation

Chair, Canadian Union of Public Employees, Local 3902

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

And

Whereas the University of Toronto's commitment includes the achievement of a level of funding to a specific set of graduate students referred to as the "guaranteed cohort" and the commitment will remain while this collective agreement is in effect;

And

Whereas the offer of an opportunity to earn income through appointment to a position in this bargaining unit may be utilized as a part of a "package" to reach the guaranteed funding level referred to above for a significant number of graduate students;

The University of Toronto agrees that effective September ~~2014~~**2014**, for the purposes of calculating the funding level of any graduate student with a "funding commitment" from the University of Toronto, the maximum amount of bargaining unit work that may be included in the calculation is ~~240~~ **205** hours, even if the graduate student is employed and receives remuneration for more than ~~240~~ **205** hours of bargaining unit work. Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of the provision not to require more than ~~240~~ **205** hours of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the collective agreement.

The University of Toronto agrees that effective September ~~2012~~**2015**, for the purposes of calculating the funding level of any graduate student with a "funding commitment" from the University of Toronto, the maximum amount of bargaining unit work that may be included in the calculation is ~~200~~**205** hours, even if the graduate student is employed and receives remuneration for more than ~~200~~**205** hours of bargaining unit work. Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of the provision not to require more than ~~200~~**205** hours of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the collective agreement.

The University of Toronto agrees that effective September 2016, for the purposes of calculating the funding level of any graduate student with a "funding commitment" from the University of Toronto, the maximum amount of bargaining unit work that may be included in the calculation is 190 hours, even if the graduate student is employed and receives remuneration for more than 190 hours of bargaining unit work. Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of the provision not to require more than 190 hours of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the collective agreement.

The University of Toronto agrees that effective September 2017, for the purposes of calculating the funding level of any graduate student with a "funding commitment" from the University of Toronto, the maximum amount of bargaining unit work that may be included in the calculation is 180 hours, even if the graduate student is employed and receives remuneration for more than 180 hours of bargaining unit work. Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of the provision not to require more than 180 hours of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the collective agreement.

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The University of Toronto agrees to treat Course Instructors who are in the "funded cohort" as if they were paid on an hourly basis at SGSII for the purposes of determining the maximum amount of bargaining unit work that may be included in the calculation.

Angela Hildyard, Vice-President Human Resources & Equity, University of Toronto

March 18, 2015


UNPUBLISHED LETTER

Dear Dr. Hildyard

The signatories to this March 18, 2015 Memorandum of Agreement have signed it on the understanding that the University has provided data in good faith which demonstrates that the monies provided by the Tuition Assistance Fund and the Graduate Student Bursary Fund will be sufficient to achieve the Union's objectives for the Funds as set out in the Union's March 15, 2015 proposal.

On this basis, the signatories of the March 18, 2015 Memorandum of Agreement will recommend to members of Bargaining Unit 1, a renewal collective agreement on the terms and conditions set out in the March 18, 2015 Memorandum of Agreement.

Signed – Dr. Erin Black, Chair CUPE 3902



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