

COLLECTIVE AGREEMENT

Between

**THE BOARD OF GOVERNORS OF
TORONTO METROPOLITAN UNIVERSITY**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3904, UNIT 3**

Academic Assistants

Effective: January 1, 2024 to August 31, 2027

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ARTICLE 1 DEFINITIONS

- 1.01 **“Academic Assistant/ Assistantship”** means a registered TMU graduate student (Masters or PhD), undergraduate student, or student in the LASL, who is appointed at TMU to assist with teaching or related duties. On rare occasions, when a registered TMU student is not available, an external Academic Assistant may be hired to fill the role.
- 1.02 **“Academic Year”** comprises three (3) terms/semesters, Fall (September through December), Winter (January through April) and Spring/Summer (May through August), although it is recognized that the end of one (1) term/semester and the beginning of the next may overlap for certain academic and administrative reasons. The terms “semester” and “term” are used interchangeably in this Collective Agreement.
- 1.03 **“Administrative/Unit Manager/Supervisor”** is the Manager/Supervisor of a unit within an administrative department.
- 1.04 **"Agreement"** means this Collective Agreement.
- 1.05 **"Bargaining Unit"** is the bargaining unit defined in the decision of the Ontario Labour Relations Board of April 25, 2003, File No. 2533-02-R.
- 1.06 **“Board”** means the Board of Governors of Toronto Metropolitan University and/or authorized officials of the University as the context requires.
- 1.07 **“Chair/Director”** is the Chair/Director of a Department/School.
- 1.08 **“Chang School”** refers to the Chang School of Continuing Education.
- 1.09 **“Contract Lecturer”** is a member of CUPE Local 3904, Units 1 or 2, as defined in the Collective Agreement in force between Toronto Metropolitan University and the Canadian Union of Public Employees.
- 1.10 **"Dean"** is the Dean of a Faculty/Division or designate.
- 1.11 **“Department or School”** is an academic unit, headed by a Department Chair or a School Director.
- 1.12 **“Employee/ (Academic) Assistant”** means a person employed by the University and is a member of this Bargaining Unit, namely, CUPE Local 3904, Unit 3.
- 1.13 **“External Academic Assistant”** means an employee who is not a registered Toronto Metropolitan University student and who is employed by the University to assist with teaching or related duties.
- 1.14 **“Faculty”** comprises one or more Departments/Schools headed by a Dean.

- 1.15** “**Faculty member**” is a tenured, probationary or limited-term Faculty Member as defined in the Collective Agreement in force between the University and the Toronto Metropolitan Faculty Association (TFA).
- 1.16** “**Full-time Academic Assistantship**” means a body of work consisting of teaching related duties normally an average of ten (10) hours per week over the three (3) terms of the academic year to a maximum of one hundred and thirty (130) hours per semester or three hundred and ninety (390) hours per academic year.
- 1.17** “**Invigilator**” means an individual hired solely and exclusively to carry out invigilation responsibilities. Their duties are governed by the terms of Article 23. Academic Assistants who have invigilation duties as part of their Assistantship contract are not included in this group/definition.
- 1.18** “**Lab Monitor**” means anyone hired for the purpose of offering support in computer labs, fabrication (work)shops, etc., typically with CCS or other TMU units. Lab Monitor duties are contained in Article 24.01 in this Agreement. Academic Assistants who have lab-related, learning support duties as part of their Assistantship contract are not included in this group/definition.
- 1.19** “**Senior Director**” is the Director of an administrative unit.
- 1.20** “**School of Law**” refers to the Lincoln Alexander School of Law. For the purposes of this agreement, the Dean of the School of Law will designate an individual(s) responsible for carrying out the duties typically assigned to a Chair/Director.
- 1.21** “**Supervising Instructor**” (**Supervisor**) is a Faculty Member, or Contract Lecturer who supervises an Academic Assistant in their assigned duties.
- 1.22** “**University**” means Toronto Metropolitan University and/or authorized officials of the University as the context requires.
- 1.23** “**Vice-Provost**” means the Vice-Provost Faculty Affairs, or other officer of the University, with executive responsibilities for academic personnel and/or their designate.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.01** The Union acknowledges that the University possesses exclusive rights and powers to manage the University as provided in the Toronto Metropolitan University Act, 1977.
- 2.02** Without limiting the generality of the above, these rights include, but are not limited to the right:
- A. To determine the size and composition and deployment of the workforce;
 - B. To determine the employees' ability, skills, competence and qualifications for the job;
 - C. To hire, appoint, re-appoint; not hire; not appoint; not re-appoint; classify, direct, evaluate, promote, demote, transfer, discharge, reprimand, suspend or otherwise discipline employees for cause;
 - D. To determine the number of employees required and determine the requirements of the job and the standards of the work to be performed;
 - E. To expand, reduce, alter, combine, transfer, or cease any job, department, operation, or service;
 - F. To make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this Collective Agreement;
 - G. To maintain order and efficiency and otherwise generally manage the University, direct the workforce and establish terms and conditions of employment not in conflict with the provision of this Collective Agreement.
- 2.03** In exercising its rights and powers and in conducting its employment relations, the University shall act reasonably, and in a manner consistent with the terms and conditions and the spirit of this Agreement.

ARTICLE 3 RECOGNITION

- 3.01** The University recognizes the Union as the sole and exclusive bargaining agent for all its employees employed in the bargaining unit as defined in the decision of the Ontario Labour Relations Board, April 25, 2003, File No. 2533-02-R which states: "All employees of Ryerson University [*now Toronto Metropolitan University*] in the City of Toronto who provide course assistance, teaching assistance, tutor, demonstrate, monitor, mark or grade, save and except instructors, faculty members, supervisors, persons above the rank of supervisor, and persons for whom a trade union held bargaining rights on the date of application."
- 3.02** Further, the parties agree that the above is not intended to take away, amend, limit or otherwise fetter existing rights of other bargaining units to their existing Collective Agreements.

ARTICLE 4 TERM OF AGREEMENT

4.01 This Agreement shall be effective as and from January 1, 2024 and shall expire on August 31, 2027. Thereafter it shall continue in full force and effect for one (1) year and from year to year thereafter unless either party gives to the other party within ninety (90) days prior to its expiry, written notice of its desire to amend or terminate this Agreement.

ARTICLE 5 UNION DUES

5.01 For all Academic Assistant members who are members of the Union or are deemed to be such, the University shall deduct Union dues from each pay; the first such deduction shall include dues retroactive to the date of appointment. The remittance to the Union of the monies so deducted shall take place within fifteen (15) days of the date on which the pay was issued to the Academic Assistant members.

5.02 The Union shall advise the University in writing of the amount of Union dues established from time to time. The University shall make deductions and remittances in accordance with advice from the Union, which is on the record on the first day of the month in which the deductions are to be made. The University shall send to the Union with the remittance a list of deductions made, itemized by names of the Academic Assistant members.

5.03 The Union shall indemnify and save the University from any liability arising out of the application of 5.01 and 5.02 above, except such as may result solely from the University's own error. Any such error shall be corrected as soon as possible wherever feasible.

ARTICLE 6 NO DISCRIMINATION

6.01 There shall be no discrimination or harassment as defined in the Ontario *Human Rights Code* and Regulations practiced by the University during the appointment process, on appointment or in the course of service of any Academic Assistants and there shall be no discrimination or harassment practiced by Academic Assistants, within and outside the classroom, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, disability, gender identity, gender expression, age, marital status, family status, record of offenses and political ideology or affiliation, membership in the Union or Union activity.

6.02 No student who is or has been employed in the bargaining unit shall be penalized in student status for the exercise of any rights under this Agreement.

6.03 The achievement of employment equity is a shared goal and a shared responsibility of both parties. As such, nothing in this Collective Agreement shall preclude any employment equity or Ontario *Human Rights Code* special programs mandated by law or mutually agreed to by the parties to this Collective Agreement.

6.04 Accommodations

It is understood and agreed that Assistants may request accommodation in the workplace in accordance with appropriate University policies and the Ontario *Human Rights Code*.

6.05 Harassment

The University is committed to fostering a collegial study and work environment that is free of discrimination and harassment as outlined in the University's Discrimination and Harassment Prevention Policy <https://www.torontomu.ca/policies/policy-list/dhp-policy/>

ARTICLE 7 NO STRIKES OR LOCKOUTS

7.01 The Union agrees that there shall be no strikes and the University agrees that there shall be no lockouts as defined in the Ontario *Labour Relations Act* so long as this Agreement is in effect.

7.02 In the event that any employees of the University, other than those covered by this Agreement engage in a lawful strike, employees covered by this Agreement shall not be obliged to perform work normally done by those employees.

ARTICLE 8 INFORMATION TO THE UNION

8.01 The University shall send to the Union an electronic copy of this agreement.

8.02 The University shall provide to a duly appointed representative of the Union with access to a reporting tool through the human resources management system. The reports which will be made available will include: the names, addresses, telephone numbers, rate of pay, completed hours of work, contract dates, and e-mail addresses of each member in the bargaining unit.

8.03 The duly appointed representative of the Union must provide the Human Resources department with their University Online Identity (email) in order for the systems units to set up the appropriate access and security parameters.

8.04 The access to the reporting tool in the Human Resources management system will eliminate the requirement of providing the Union with lists pursuant to the Collective Agreement, save and except the Union dues listing outlined in Article 5 above.

ARTICLE 9 GRIEVANCES AND GRIEVANCE ARBITRATION

9.01 Notwithstanding the provisions of the following paragraphs, the parties shall endeavour, wherever possible, to resolve complaints which could give rise to a grievance and arbitration in an informal manner through consultations between designated representatives of the University, the Union and the Assistant concerned.

9.02 Definition

A grievance is a formal written complaint, identified as a grievance, initiated by the Union or by a member of the Union (the grievor) in consultation with the Union, alleging that the University has contravened (by interpretation, application or administration) the provisions of this Agreement. A grievance(s) between the Union and the University shall be in writing, signed by a representative designated by the Union or by the University and shall specify the matter(s) in dispute, the article(s) alleged to have been violated, the names of all affected persons and the remedy sought.

9.03 Notwithstanding the provisions of paragraph 9.02 above, there shall be no grievance permitted concerning actions or situations attributable to the University which the Agreement defines as being within the Board's and/or University's discretionary authority.

- 9.04**
- A. Grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of the Collective Agreement filed by the Union on behalf of an individual Academic Assistant.
 - B. A Hiring Grievance is filed by the Union on behalf of an individual Academic Assistant alleging that the University has contravened by interpretation, application or administration the provisions of Article 11 (Appointment Procedure – Selection). Only Academic Assistants who were employees of the University in the eight (8) months preceding the date of the relevant posting may access the hiring grievance/arbitration process.
 - C. A Group Grievance is a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of the Collective Agreement filed by the Union on behalf of two or more Academic Assistants.
 - D. A Policy Grievance is a claim, dispute or complaint involving the interpretation or application of the Collective Agreement and can be filed by either the Union or the University.

- E. The Grievor will either be the Union (CUPE 3904, Unit 3 filing a grievance on behalf of an Academic Assistant or group of Academic Assistants) or the University.
- F. Carriage Rights refer to the entity that has the right to make all decisions with regard to the grievance process, including, but not limited to settlement, withdrawal and whether or not to proceed with litigation. The Union and the University shall have carriage of all grievances which they respectively initiate.
- G. Arbitration is a quasi-judicial process in which a disinterested third-party (an arbitrator or arbitration board) hears evidence presented by both the Union and the University on issues in dispute, and hands down a binding decision.
- H. Mediation is an informal process involving a neutral third party used to resolve grievance disputes.

9.05 General Provisions Dealing with Grievances

A. Grievability

1. There shall be no grievance permitted concerning actions or situations attributable to the University which the Agreement defines as being within the University's discretionary authority, except where the Grievor alleges that such action or situation involves:
 - a. Discrimination on a specified ground foreseen in Article 6 (Non-Discrimination);
 - b. A specified improper motive; or
 - c. Failure to follow any specific process set out in the provisions of this Agreement.

B. Informal Resolution

Notwithstanding the grievance procedures that follow, an Academic Assistant who has a complaint regarding an issue which could give rise to a grievance and arbitration shall normally first raise the matter with their Supervisor and give the Supervisor an opportunity to discuss and address the matter. Such discussion shall be initiated within ten (10) working days after the occurrence of the incident giving rise to the complaint, or ten (10) working days from the date events giving rise to the complaint ought reasonably to have been known, whichever is later. The Assistant may, if they choose, consult, seek the advice of or attend with their Union representative at any point during the complaint stage.

C. Hiring Grievances

It is agreed that if the posting deadlines as outlined in Article 11 (Appointments) are delayed as a result of the Department/School's or University's actions, Assistants who were employees of the University in the eight (8) months preceding the time the vacancies should have been posted, have access to the grievance/arbitration process of this Article, in respect of Article 11 (Appointments), subject to 9.04.B above.

D. Group Grievance

In the event that a grievance is submitted which deals with a group of Academic Assistants across more than one Faculty the grievance shall be filed at Step 3, Vice-Provost, Faculty Affairs level and shall, directly identify all of the affected individuals for whom a remedy may be sought.

E. Time Limits

1. Initiation

The Union or the University shall initiate the grievance process according to procedures contained in the relevant clauses herein.

2. Continuation

In the event a party fails to reply in writing as specified in this Article within the time limits prescribed in this Article, the other party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.

3. Extensions

The time limits specified in this article may be extended by written mutual agreement by the parties. Such agreement should not be unreasonably withheld.

9.06 Procedures for Hiring Grievances

A. Step 1 (Complaint Level)

If the Union wishes to lodge a grievance on behalf of a bargaining unit member, the Union shall send the grievance to the Academic Assistant's Supervisor and the Supervisor's superior, within ten (10) working days of the grieved action, or of the time the bargaining unit member or the Union first became aware of such action, or of the existence of a grieved situation.

Within ten (10) working days of receipt of the grievance, the immediate Supervisor in consultation with the Supervisor's superior shall meet with the bargaining unit member to discuss and resolve the matter (which may include an online meeting). The bargaining unit member shall be accompanied by a representative of the Union during such discussion(s). The immediate Supervisor's superior, as appropriate, may be accompanied by another excluded employee at such meeting.

The aggrieved Assistant shall have the right to attend this meeting. The parties shall make every reasonable attempt to resolve the grievance.

If the grievance is resolved at this stage, such resolution shall be documented and counter-signed by the Union and the University representatives within ten (10) working days of the meeting at which the settlement was reached.

The immediate Supervisor, in consultation with the Supervisor's superior, will deliver their decision in writing within ten (10) working days of the date of the meeting. Failing a settlement which is satisfactory to the Union, then:

B. Step 2 (Complaint at Decanal/Senior Director Level)

Within ten (10) working days of receipt of the decision under Step 1, or if no decision is forthcoming, the grievance may be submitted to the Dean or Senior Director, as appropriate.

Within ten (10) working days of receipt of the Step 2 grievance, the Dean/Senior Director shall meet with the bargaining unit member to discuss and attempt to resolve the matter. This may include an online meeting.

The aggrieved Academic Assistant shall have the right to attend this meeting. The bargaining unit member shall be accompanied by a representative of the Union during such discussion(s). The Dean/Senior Director(s) may be accompanied by another excluded employee at such a meeting.

In the event that the parties cannot resolve the grievance within ten (10) working days of the meeting(s), the Dean/Senior Director shall deliver their decision within ten (10) working days from the date of the Step 2 grievance meeting. Failing a settlement which is satisfactory to the Union, then:

C. Step 3 (Vice-Provost Level)

Within ten (10) working days of receipt of the decision under Step 2, or if no decision is forthcoming, the grievance may be submitted to the Vice-Provost, Faculty Affairs, or their designate.

Within ten (10) working days of receipt of the Step 3 grievance, the parties will meet to discuss the grievance at a time and place (which may include an online meeting) suitable to them. In addition to the Assistant concerned, up to three (3) representatives of the Union, for example, the Unit 3 VP, the President and the Staff Representative from the Union, shall have the right to be present at such meeting. The Vice-Provost, Faculty Affairs, or their designate, may invite to the meeting such other persons (for example, the appropriate Academic Chair, Dean and/or Senior Director) that they consider advisable, to a maximum of five (5).

If the grievance is resolved at this stage, such resolution shall be documented and counter-signed by the Union and the Vice-Provost, Faculty Affairs within ten (10) working days of the meeting at which the settlement was reached.

The Vice-Provost, Faculty Affairs or their designate, shall deliver a decision in writing within ten (10) working days from the date of the Step 3 grievance meeting.

If the decision of the Vice-Provost, Faculty Affairs, or their designate, is not satisfactory to the Union or if no decision is forthcoming the complaint which was

the subject of the grievance shall be referred to arbitration within thirty (30) working days of receipt of the decision, as outlined in paragraph 9.11, below.

9.07 Within ten (10) working days of the grieved action, or of the time the Assistant, Union or group of Assistants first became aware of such action or of the existence of a grieved situation, the Union wishing to lodge a grievance in respect of an action or situation concerning the Union, or Assistant in general, or a group of Assistants serving under more than one Academic Chair/Director, Dean, or Senior Director, may send such grievance directly to either the appropriate Dean(s), Senior Director(s) or Vice-President(s), or their designate, as it sees fit, and the provisions of paragraph 9.06.B. or C. shall respectively prevail.

9.08 Any grievance not submitted nor advanced within the time limits shall be deemed to have been abandoned. No matter may be submitted to arbitration, which has not been properly carried through all the requisite steps of the grievance procedure.

9.09 Time limits provided in this Article, specifically paragraphs 9.06 and 9.07, may be varied or extended by specific written agreement of the parties in any particular proceeding.

9.10 Employer Grievances

The University may lodge a formal complaint with the President of the Union on the ground that the provisions of this Agreement have been contravened by the Union. Such a complaint shall be made:

- (a) In writing;
- (b) within ten (10) working days from the action giving rise to the complaint or from the time the University became first aware of such action or of a situation unacceptable to the University and alleged to have been caused by the Union or its members; and,
- (c) with specific reference to the provisions of this paragraph and the requested remedy.

The designated representatives of the University and of the Union shall meet within ten (10) working days in an effort to resolve the issue (which may include an online meeting). If the issue is not resolved in this manner within the next ten (10) working days or within such further period as the representatives of the parties may agree upon, the complaint shall be referred to arbitration per Article 9.11(Arbitration).

9.11 Arbitration

- (a) Within thirty (30) days from the receipt of the decision from the Vice-Provost, Faculty Affairs, or their designate, and/or the Union as the case may be, either party may submit the matter to Arbitration before a single arbitrator.

- (b) The parties shall share equally the fees and expenses of the arbitrator.
- (c) At the time a matter is referred to arbitration, the referring party shall provide a list of no less than three (3) arbitrators it recommends to hear the grievance. The parties shall then enter into consultations with a view to selecting an arbitrator acceptable to both.
- (d) Failing an agreement upon such a selection within ten (10) working days or failing availability within a period acceptable to both parties of the selected Arbitrator, either party shall have the right to ask the Ontario Minister of Labour to appoint a person as an Arbitrator.
- (e) A person who has participated in the consideration of the issue at the grievance stage shall not be eligible to serve in any arbitral capacity.
- (f) The Arbitrator shall determine the procedure to be followed, which shall, however, afford full opportunity to the parties to provide evidence and to present arguments bearing on the case.
- (g) The Arbitrator shall not have jurisdiction to amend or add to any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, or give any decision inconsistent with the terms and conditions of this agreement.
- (h) The Arbitrator shall have authority to disregard arguments based on minor procedural defects which may have occurred at the grievance or arbitration stage if these, in the opinion of the Arbitrator, have no essential bearing upon the substance of the issue.
- (i) Decisions of the Arbitrator shall be final and binding upon the parties, but if the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to clarify the decision, and such clarification shall be binding.

9.12 Mediation

By mutual agreement, a grievance may be referred to a Mediator at any time during the grievance or arbitration process. The parties shall share equally in the costs involved in the appointment of a Mediator. The Mediator shall not order a resolution of the grievance but may make recommendations to the parties.

ARTICLE 10 DISCRIMINATION/HARASSMENT COMPLAINT(S) AND GRIEVANCE PROCESS

10.01 Filing a Complaint Under University Policy

An Academic Assistant who:

(a) is an employee of the University or was an employee within the past eight (8) months, and,

(b) has a complaint of harassment or discrimination as defined in this Article shall first raise the matter with Human Rights Services or their most senior non-bargaining unit manager (e.g. Dean, Senior Director, Associate Dean, Chair or Director) by submitting in writing the nature of their complaint and the remedy sought. Human Rights Services (HRS) will address the complaint according to the Discrimination and Harassment Prevention Policy and Procedures (DHPP). HRS will forward the results to the senior non-bargaining unit member who will issue their decision to the complainant, in writing, within a reasonable timeframe.

10.02 At any point in the process the complaint may be referred to the Human Rights Tribunal by the Assistant.

10.03 **Filing a Grievance**

- A. If the complainant is not satisfied with the written response received from the senior non-bargaining unit member within ten (10) working days of the receipt of such written response they may forward a written grievance to the Vice-Provost, Faculty Affairs.
- B. On receipt of the formal written grievance, the Vice-Provost, Faculty Affairs or their designate shall schedule a meeting (which may include an online meeting) with the complainant, and Union representative, if requested, to review the complaint, determine the areas of disagreement or dissatisfaction with the communication and the remedy sought by the complainant.
- C. The Vice-Provost, Faculty Affairs shall then review all documentation, report(s) and evidence upon which the senior non-bargaining unit member's decision was made within thirty (30) working days of receipt of the grievance.
- D. At the completion of the review, the Vice-Provost, Faculty Affairs, shall within ten (10) working days schedule a meeting (which may include an online meeting) with the complainant and shall communicate the results of the review including conclusions reached and disposition of the grievance.
- E. The Vice-Provost, Faculty Affairs or their designate shall then further communicate their decision in writing to the complainant within ten (10) working days of the scheduled meeting referred to above.

10.04 **Arbitration**

If the decision of the Vice-Provost, Faculty Affairs or their designate is not satisfactory or if none is communicated within the time limits referred to above, the grievance may be submitted within ten (10) working days after

the expiry of the time limit set out above for the written communication of the decision of the Vice-Provost, Faculty Affairs by the Union to arbitration as set forth in Article 9.

10.05 Time Limits for Processing Harassment Grievance

- A. No matter may be submitted to arbitration, which has not been properly carried through all the requisite steps of the grievance procedure outlined above and subject to agreement reached as per clause B. below.
- B. Time limits provided for in this Article may be varied or extended by specific written agreement of the parties in any particular proceeding.

10.06 Representation

The employee shall have the right to be accompanied by a Union representative at all and any meetings they attend. Further, the employee shall have the right to consult with their Union representative throughout the processes outlined in this Article.

10.07 Confidentiality

All University or Union representatives who have access to information, or are in possession of documentation pertaining to matters/incidents involving an investigation/grievance as described in this Article, shall hold such in strict confidence. This shall include refraining from discussions or releasing information in any form, except as required by law or required for the operation of the University/Union. In cases where the University provides the Union representative(s) with the name(s) of witness(es) interviewed or names of individuals referenced in the interview(s) with witness(es), the Union undertakes not to disclose those name(s) to the member concerned.

10.08 Mediation

By mutual agreement, a grievance may be referred to a Mediator at any time during the grievance or arbitration process. The parties shall share equally in the costs involved in the appointment of a Mediator. The Mediator shall not order a resolution of the grievance but may make recommendations to the parties.

ARTICLE 11 APPOINTMENTS

11.01

A. Work Available for Discharge

1. Decisions as to what position vacancies (Assistantships) may be available for posting and all actions incidental to the process of reaching such decisions shall be within the University's discretionary authority.
2. In order to hold an Academic Assistantship the employee must be a registered Toronto Metropolitan University student.
3. Notwithstanding the above, it may be necessary, from time to time, to appoint employees who are not registered Toronto Metropolitan University students. Such appointments shall be permitted only in circumstances where no qualified Toronto Metropolitan University student is available for such appointment. Prior to the appointment of a non-Toronto Metropolitan student, the Chair/Director and Supervisor must obtain approval from their Faculty Dean or designate and the Chair/Director and Supervisor shall be required to attest and confirm that no qualified Toronto Metropolitan University student was available for such an appointment. The Faculty Dean shall provide to the Office of the Vice-Provost Faculty Affairs and the Union a list of all non-student appointments, the position hired into and their rate of pay at the end of each semester.

11.02

A. Priority of Appointments

Non-Posted Work:

Prior to posting, the University, in its sole discretion, shall assign Assistantships on the following priority basis:

1. Toronto Metropolitan University graduate students who are entering their first year in a Graduate program at Toronto Metropolitan University.
2. Toronto Metropolitan University graduate students who are not in their first year in a Graduate program at Toronto Metropolitan University.

Posted Work:

1. Toronto Metropolitan University graduate students in a Graduate Program at Toronto Metropolitan University who did not obtain appointments in the non-posted work.

2. Toronto Metropolitan University undergraduate students who are enrolled in the fourth (4th) year of a program or any year of the Faculty of Law's Juris Doctor program.

If the above priority sequence does not produce a qualified applicant then an appointment then the provisions of Clause 11.01.A.3 shall apply.

11.03 Posting Procedure for Vacancies

A. Non-Posted Vacancies

1. After the University has, in its sole discretion, assigned Assistantships to Toronto Metropolitan University graduate students who are entering their first year in a Graduate program at Toronto Metropolitan University, the University will determine the total number of Assistantships available for assignment to Toronto Metropolitan University graduate students. For such work the Chair/Director, in consultation with the Supervisor shall determine the students qualified and available for such Assistantships.
2. By process that will normally take into consideration the following factors listed below the Chair/Director, in consultation with the Supervisor, shall determine the students qualified and available for such Academic Assistantships:
 - (a) academic degree of the student;
 - (b) academic performance;
 - (c) relevant experience, which is defined as any experience that can be applied or deemed to be useful to the duties and responsibilities of the Academic Assistant;
 - (d) previous evaluation of performance as an Academic Assistant at the University, if applicable;
 - (e) areas of interest;
 - (f) type of Academic Assistantship requested by the student.
3. Any unfilled positions resulting from the process outlined in 11.03.A. above shall be posted as outlined in 11.03.B. below.

B. Posting Vacancies

The following provisions apply only to position vacancies which are posted.

1. The teaching Department/School shall post identified position vacancies, but may, at its discretion, post the

position vacancies three (3) times in an academic year, i.e., Fall, Winter and Spring/Summer semester; or two (2) times in an academic year, i.e., Fall/Winter and Spring/Summer semester, or one time in an academic year.

Postings for positions that are identified at the beginning of the semester shall be prepared and posted by the first week of each semester. Assistant positions that are identified subsequent to the first week of the semester shall be posted as the positions are identified.

2. Each position vacancy will be posted online. The Union shall have access to the online postings.

11.04 Posting Information

- A. The posting shall consist, whenever possible, of individualized online postings on the University's eHR system of each vacancy available and the notice shall include:
 - (i) date of issue;
 - (ii) duration of appointment;
 - (iii) listings of each Academic Assistantship by course number and title;
 - (iv) total number of assignment hours;
 - (v) the timetabled days and hours if they are available;
 - (vi) qualifications required for the Academic Assistantship;
 - (vii) date and time deadline applications are due (no later than five working days after the posting date) by the appropriate teaching department; and
 - (viii) a statement outlining the candidate's responsibilities when applying for the position vacancy.
- B. Each position vacancy that is posted during the first week of the semester shall be posted for a period of five (5) working days.
- C. Each position vacancy that is posted subsequent to the first week of the semester, when the vacancy is identified, shall be posted for a period of three (3) working days.
- D. Copies of Postings

Potential applicants may elect to receive electronic notification of when postings are available, by opting in to receive e-mail notification of posted Assistantship vacancies.

11.05 Applicant Responsibilities

The following provisions apply only to position vacancies which are posted.

- A. Applications for each position vacancy must be submitted online through the eHR system.

All online applications, indicating the Assistantship applied for, must be received prior to the closing date specified on the posting.

This procedure shall be followed for each semester and in respect of each vacancy for which the applicant is applying.

Applications received after the expiry date shall not be considered.

- B. Applicants applying for posted position vacancies are responsible for providing the University with all relevant information concerning their candidacy.
- C. Upon confirmation of an offer of appointment and as a condition of employment, the prospective employee may be required to validate their academic qualifications through the provision of original transcripts.
 - (i) A Toronto Metropolitan University student who applies for an Assistantship, upon signing the application form, consents to the University validating their academic qualifications through the University's student records, for the purposes of this application.
 - (ii) A non-Toronto Metropolitan University student who applies for an Assistantship may be required to provide an original transcript if requested by the Chair/Director or Dean.

11.06

The following provisions shall apply only to the position vacancies posted.

- A. The Supervisor shall evaluate the applicants and determine the appointments for the position vacancies.

The Supervisor shall evaluate the applicants based on the qualifications and criteria stated below using the written applications, knowledge of the applicants and other relevant information:

1. Academic Assistants who are registered TMU graduate students shall be offered normally according to the criteria stated below:
 - (a) year enrolled in the program;
 - (b) academic status of the candidate, such that greater preference within the Department/School is accorded,

in order of priority, first to Doctoral students, then Master's students,

- (c) academic performance;
- (d) relevant experience, which is defined as any experience(s) that can be applied or deemed useful to the duties and responsibilities of an Academic Assistant; and
- (e) previous evaluation of performance as an Academic Assistant at the University, if applicable.

2. Academic Assistants who are registered TMU undergraduate students or students in the TMU School of Law Juris Doctor program shall be offered according to the criteria below:

- (a) enrolment in the fourth year of a Toronto Metropolitan University undergraduate program or any year of the School of Law Juris Doctor program;
- (b) overall academic performance at the B+ and above grade level;
- (c) successful completion of the specific course for which the Academic Assistantship is being offered at the B+ and above grade level;
- (d) relevant experience, which is defined as any experience that can be applied or deemed useful to the duties and responsibilities of the assistant; and
- (e) previous evaluations of performance as an Academic Assistant at the University, if applicable.

11.07 Applicants are required to use the online application form.

11.08 **Seniority**

A. An Assistant who is employed as an Academic Assistant shall accrue one (1) seniority credit for each semester worked.

Seniority credits shall lapse automatically and are not redeemable after a period of three (3) consecutive semesters during which time there is no employment relationship with the University, as an Academic Assistant with the University.

B. Where, upon a review of the qualifications of the applicants for the Assistantship position, it is concluded that qualifications of applicants are, as between or amongst applicants, deemed relatively equal, then the accumulated seniority credits shall be the determining factor in the selection of the Assistant. Such seniority shall be used with respect to Assistant work offered to Toronto Metropolitan University Undergraduate students who are enrolled in the 3rd or 4th year of an undergraduate program and to Toronto

Metropolitan University Graduate students who apply for posted vacancies.

- C. A Graduate student may not receive an Academic Assistantship from the University subsequent to the first year of studies; however, they are eligible to apply for an Academic Assistantship following the normal practices, and if it is concluded that qualifications of applicants are, as between or amongst applicants, deemed relatively equal, then the accumulated seniority shall be the determining factor in the selection of the Assistant.
- D. Any individual who currently holds seniority in the bargaining unit may grieve an unsuccessful application for an Academic Assistantship position.

It is understood that appointments which are made based on seniority as the determining factor are not subject to the grievance procedure unless the Union alleges improper motive or discrimination.

11.09 Academic Assistantship appointments may commence at any time throughout the semester, and may normally be of any duration up to and including thirteen (13) weeks per semester, subject to Article 11.03.B.1 which provides for appointments that are longer than one semester.

11.10 The offer of appointment to the Assistant shall confirm the terms and conditions of employment, including hours of work, the start/end date, the assigned duties and the expected hours of work breakdown for the Assistantship. A workload sheet shall be attached to the letter of appointment for this purpose. The University shall send to the Local Union a copy of the Assistant's letter of appointment, including the workload sheet.

Subject to Article 13.03, and except in cases where the course the Assistant is supporting is cancelled or cancelled due to low enrolment, the University shall not reduce the Assistant's contract hours and/or pay once the Assistant has accepted their letter of appointment. Pursuant to Article 17, the Assistant shall receive payment, at the appropriate rate of pay, for all the hours of work in their signed letter of appointment for the applicable semester, subject to the Assistant performing all the hours of work in the contract. Should the hours allocated for one of the duties in the contract be more than required, the Assistant may be reassigned to other duties as provided for in the collective agreement.

Where a contract is cancelled due to course cancellation or under-enrollment:

- (a) The Academic Assistant will be provided five (5) working days notice of cancellation or pay in lieu of notice and will be paid for all hours of work that had been performed to date; and

(b) The Academic Assistant will be given preference for any contracts which the AA is qualified for that subsequently become available in the same School/Department.

ARTICLE 12 DUTIES AND OBLIGATIONS

12.01 Duties:

Academic Assistants play a number of vital academic support roles at the University. These may vary considerably from Faculty to Faculty, Department to Department, School to School, and from course to course. Academic Assistant duties may occur either virtually, in-person or a hybrid of both depending on the mode of delivery for the course.

Subject to Article 12.02, below, the duties of an Academic Assistant may include, but are not limited to: assisting with the preparation for classes; attending lectures; serving as tutors, leading discussions and supervising laboratories; demonstrating and explaining the safe use of equipment; helping students perform technical procedures; assisting students in project work in specified laboratories; helping students perform and solve given course-related assignments; holding office hours; consulting with students (including electronic consultation); monitoring discussion board posting and other digital software, providing academic and technical support during lectures (e.g. via Zoom or D2L) assisting in the grading of tests, lab sets, essays and term papers; proctoring tests, midterms, exams and quizzes; setting up experiments; monitoring the working condition of equipment in the assigned laboratory/learning environment; attending employer orientation workshops and training; conferring with the Supervisor in charge, and coordinating or liaising with other Academic Assistants, as required.

Subject to Article 23.01, Academic Assistantship duties shall be comprised of an appropriate combination of some (not all) duties listed above. Such appropriate combinations may result in exclusive appointments for invigilators as outlined in Article 23, lab monitors as outlined in Article 24, markers, graders, etc.

12.02 Academic Assistants shall not be required to carry out the following duties: lecturing/teaching; responsibility for student course final grades, creation of and major revision of course content, course syllabus and mode of delivery; and the development of grading/marking schemes/guidelines, rubrics, answer keys, or solution sets; or general departmental responsibilities of an academic nature.

Academic Assistants shall not be required to perform duties that are not associated with the course section to which the Academic Assistants are assigned.

In addition, Academic Assistants shall not be required to create or design any assessment tool that evaluates students' understanding of course materials, such as quizzes, assignments, mid-term and final examinations. These obligations are solely and exclusively within the purview and responsibility of the Supervisor.

It is the Supervisor's responsibility to provide the Academic Assistants with the following items: course syllabus, rubrics, answer keys, solution sets, marking guidelines, presentation materials, and any other related material to discharge their obligations.

- 12.03** It is the joint responsibility of the Supervisor and the Assistant to ensure that the total hours of work, as defined in the Academic Assistant's letter of appointment, are not exceeded on a semester basis. To meet this responsibility, the Supervisor and the Academic Assistant shall meet after the receipt and acceptance of the letter of appointment but prior to their start of duties. At this meeting, the Supervisor will review and confirm the hours of work, the start date/end date, the assigned duties, the breakdown of the expected hours of work, the standard of performance expected and any further details as might be appropriate and necessary. In addition, throughout the semester the Supervisor and Academic Assistant will monitor the hours and meet at a mutually agreed upon time at the midpoint of the semester, if required, to ensure that the assigned hours are sufficient to carry out the assigned duties during the appointment. To facilitate such discussion(s) a workload sheet will be attached to the Academic Assistant's letter of appointment. Appendix D provides a sample of the workload sheet. Such a sample may be amended by the University, as it deems appropriate.

In cases where the Supervisor or Academic Assistant become aware that the hours assigned in the Academic Assistant's letter of appointment may be exceeded, the Supervisor and Academic Assistant shall meet to resolve the issue, which may include the Supervisor adjusting the course deliverables, seeking authorization to increase the number of contract hours, or any other appropriate action. Failing resolution which is satisfactory to the Academic Assistant, the Union may file a grievance in accordance with the provisions of Article 9, Grievances and Grievance Arbitration.

- 12.04** The University will, in as far as financial resources permit, provide employees with the resources, tools, and equipment, or access thereto, required to carry out their assigned duties and obligations. No Academic Assistant shall incur personal costs in the delivery of their obligations.

- 12.05** If changes to the duties and obligations of an Assistantship are necessary, they will be clearly communicated to the Assistant and a new workload form will be generated and sent to the Assistant and the Union.

12.06

Obligations:

The obligations of an Academic Assistant shall be to:

- A. Contribute positively to the learning experience of University students.
- B. Deal with all students respectfully and thoughtfully, and that student work should be treated seriously and fairly.
- C. Make every attempt to create an atmosphere of mutual respect in which students learn. Academic Assistants shall make every effort to stimulate intellectual curiosity and enthusiasm for learning.
- D. Refrain from expressing or condoning views or adopting attitudes and behaviours, which might damage or violate the self respect, dignity and human rights of the students.
- E. Respect the dignity, integrity and human rights of their students and Supervisor and shall sustain a climate in which students may function as responsible students.
- F. Display a sense of responsibility for the facilities of the University; to maintain punctually their schedules; to obtain advance approval, except in cases of unforeseen emergencies, for any deviation from their schedules; and to adequately plan.
- G. Ensure that they have a complete understanding of their position description.
- H. Bring an attitude of professionalism to their work.
- I. Respect and adhere to the University policies on Human Rights, Harassment Prevention, Occupational Health and Safety among other policies and standards.
- J. Refer any matter to their Supervisor/Chair/Director that is beyond their knowledge level, experience or their level authority specified in their position description.
- K. Maintain the confidentiality entrusted to them as a University employee. This means that details of student or employee business will not be discussed outside the relevant context of their work at the University.
- L. Not criticize Faculty members, their Supervisor/Chair/Director or staff members with students; to not encourage or solicit criticisms of colleagues from students; and to not discuss their grievances with students.

- M. While Academic Assistants shall have the freedom to participate in general discussions of issues arising within the University, any criticism expressed in such discussions shall be characterized, as must criticism voiced anywhere, by a sense of responsibility. Academic Assistants who engage in discussions or activities outside of the University shall do so, so as to not reflect adversely on, or be to the detriment of the University.

ARTICLE 13 **WORKLOAD AND HOURS OF WORK**

13.01 **Workload Models**

An Academic Assistant position may involve a combination of a number of different types of duties and activities, as set out in Article 12.01.

In this Article examples are provided with respect to the workload envisaged for an Academic Assistant carrying out laboratory, tutorial and/or marking duties. These examples are for illustrative purposes only and are intended to provide guidelines with respect to workload and in no way limits the University's right to assign duties and hours of work under this Collective Agreement.

A. **Laboratory and Tutorial Sessions**

Academic Assistants who are assigned to laboratory or tutorial sessions are normally paid with respect to the number of lab contact hours (or equivalent) that they work per week. Each contact hour has a value of 32.5 hours ($130/4=32.5$) for a 13-week semester except as outlined in clause 13.02 below.

Each contact hour may include: the lab/tutorial sessions; lab/tutorial associated marking; responding to student queries; and meeting with the Supervisor.

For example, an Academic Assistant may be compensated for 32.5 hours per lab/tutorial hour except as outlined in clause 13.02 below.

- (i) one (1) one-hour lab/tutorial, the Academic Assistant shall be paid for 35 hours;
- (ii) one (1) two-hour lab/tutorial, the Academic Assistant shall be compensated for 65 hours;
- (iii) one (1) three-hour lab/tutorial, the Academic Assistant shall be compensated for 97.5 hours; and,
- (iv) two (2) two-hour labs/tutorials, the Academic Assistant shall be compensated for 130 hours.

B. Marking

Academic Assistants who are assigned marking duties only may fulfill such duties as provided for in the following:

Lab reports: depending on page length, up to a maximum of fifteen (15) minutes per report.

Exam marking: the time required for the marking of exams may vary depending on the structure of the exam. For example, no time is allotted for completely multiple choice exams which are electronically scanned.

In the case of an exam with some multiple choice questions ten (10) minutes may be allotted.

For the case of a one (1) hour exam, approximately twenty (20) minutes may be allotted.

In the case of a two (2) hour exam involving four (4) questions, approximately fifteen (15) minutes may be allotted per question.

Tests (1-2 hours): approximately fifteen (15) minutes per test may be allotted.

Quizzes (30 – 45 minutes): approximately ten (10) minutes per quiz may be allotted.

Essays: approximately forty (40) minutes per essay may be allotted for essays of 13 pages or over, approximately thirty (30) minutes per essay may be allotted for essays between 8 pages and 12 pages, approximately twenty (20) minutes per essay may be allotted for essays between 5 and 7 pages.

Assignments/Writing Exercises (2-4 pages): approximately fifteen (15) minutes per assignment/writing exercise may be allotted.

13.02 If an Academic Assistant is assigned to and works a single section of a lab with a 1 hour or 1.5 hour duration, the Academic Assistant shall be compensated for 35 hours per contact hour; if the Assistant is assigned two or more sections with 1 hour or 1.5 hour duration, they will be compensated for 32.5 hours per contact hour.

13.03 If an Academic Assistant is offered, and willing to undertake, an Academic Assistant Position over the allotted 130 hours per terms, they may do so provided that they do not exceed the allotted 390 hours in any academic year (over 3 semesters). When applying for positions or when a position is offered, if the individual has already assumed other appointments they must disclose to the Department/School staff member administering the contract that they have additional contracts (including in other

Departments/Schools/Faculties). The Department/School staff member will then check to ensure that assuming this contract will not exceed the yearly maximum of 390 hours. Should the additional contract result in the exceeding of 390 hours, they will not be eligible to accept the position.

- 13.04** In most circumstances, any hours worked beyond those specified in the appointment shall be worked with the prior, express and written approval of the Chair and the Dean of the Faculty. In situations where there has not been prior approval, the employee shall be paid for hours performed as assigned, contingent upon verification by the Chair/Director and the Dean of the Faculty that these hours were assigned. Where an Assistant believes that they are likely going to exceed their contracted hours in a particular semester, the Assistant must inform their Supervisor, in writing or via e-mail as soon as possible. In the event that there is no resolution with the Supervisor, the Assistant should contact the Unit 3 VP.
- 13.05** Employees shall not be guaranteed work and when not on assignment they shall not receive any pay or payment in lieu of benefits.
- 13.06** Academic Assistants may, from time to time, be required to participate in meetings or hearings related to investigation of student academic misconduct which have been scheduled beyond the hours assigned in their letter of appointment or beyond the terminal date of their appointment. In such circumstances, the Supervisor and the Academic Assistant shall agree on the type of participation required and the amount of time needed to complete such activity(ies). Such agreement shall be confirmed by the Supervisor in writing and the Academic Assistant shall be paid their hourly rate of pay, as stipulated in their appointment letter, for the agreed upon activities.
- 13.07** An Academic Assistant who cannot complete their contracted hours or wishes to reduce their hours or semesters of work, may request such changes in writing to the hiring School/Department. A copy of the School/Department's response shall be forwarded to the Union. If appropriate and applicable the remaining contracted hours may be offered and/or distributed to existing Academic Assistants or new applicants.

ARTICLE 14 ORIENTATION

- 14.01** All Academic Assistants shall be provided with sufficient training and orientation as determined by the University. Academic Assistants shall be paid for participation in mandatory orientation sessions and any departmental level training related to the duties associated with the contract, in accordance with Article 20, Rates of Pay. Each Faculty shall arrange a general orientation session which is mandatory for first time Assistant hires, which will be 1.5 hours in duration. Assistants' contracts will include a minimum of 1.5 hours for this orientation. In this orientation the Union may make a presentation that will be no longer than thirty (30) minutes in duration, and may hand out its orientation package. The Dean of each Faculty, or their designate, will provide the Union with at least two

weeks' notice of the date, time and location of their respective Faculty's orientation session. The Union will be advised of their time slot on the agenda no later than three days prior to the session.

14.02 New Assistant hires will be required to undertake mandatory online training which includes the following: Accessibility for Ontarians with Disabilities Act (AODA), Workplace Violence Prevention and Response, Access to Information and Protection of Privacy, Environmental Health and Safety, and Workplace Hazardous Materials Information System (WHMIS) 2015. Assistants will be assigned four hours to complete this training and these four hours will be included in their contracts, including their workload sheets, to complete such training. Assistants will be expected to complete the online training prior to the commencement of their appointment but no later than two weeks after the start of their contract. Payments will be made for such training.

14.03 Notwithstanding Article 14.01, the Academic Assistant may be required to attend these mandatory University and/or Faculty orientation and training sessions when new or updated information is being presented at such a session.

ARTICLE 15 EMPLOYEE EVALUATION

- 15.01**
- (a) The University and the Union agree on the importance of feedback on Assistant performance to the development of Assistants as members of the academic community. Supervisors will endeavour to provide meaningful feedback to Assistants during their appointments.
 - (b) The Supervisor will meet with the Academic Assistant prior to or at the midway point of each term of the Academic Assistant's appointment in order to provide verbal feedback to the Academic Assistant regarding the Academic Assistant's performance of their duties, at which time either party can discuss any concerns that they may have regarding the appointment.
 - (c) The Assistant's Supervisor shall complete a Performance Evaluation Form (attached as Appendix A, to this Agreement) at the discretion of the Supervisor or at the request of the Assistant. This evaluation shall be discussed with the Assistant and a copy will be sent to the Union. The Assistant's signature on the evaluation form does not denote their agreement with its content, but does indicate that the Assistant has discussed the evaluation. Any concerns regarding the performance evaluation may be directed to the Department/School Chair/Director and should the Assistant provide any documentation in response to the evaluation, that documentation shall be attached to the evaluation form and placed in the Assistant's file.

- (d) The University will continue to provide employees of the bargaining unit with electronic Performance Evaluation Forms where possible. This will be done by posting a PDF fillable form on the University's website.

ARTICLE 16 DISCIPLINE, SUSPENSION, AND DISCHARGE

16.01 The University shall discipline, suspend, or discharge an Academic Assistant for just cause.

The University and the Union agree that the standard of just cause shall include, but not be limited to, job capabilities (including knowledge of course materials), skill, and work efficiency/productivity.

16.02 Disciplinary authority (the authority to institute a disciplinary inquiry and, where warranted, to apply disciplinary measures) normally rests with the Chair/Director, but the Dean or Vice-Provost, Faculty Affairs, may assume the disciplinary authority where the gravity of the case warrants, or where the Chair/Director or the Dean refuses to institute a disciplinary inquiry in a matter which, in the opinion of the Vice-Provost, Faculty Affairs, requires such action.

16.03 The University recognizes, except in the case of gross misconduct, the principle of progressive discipline and shall utilize such an approach when addressing issues requiring a disciplinary response.

16.04 The University shall, in the process of progressive discipline, use verbal and/or written warnings. In both verbal and/or written warnings, the Academic Assistant shall be explicitly informed in writing.

16.05 A written disciplinary warning shall precede more serious disciplinary action (i.e., suspension or discharge), except in the case of gross misconduct. The written discipline warning shall include a description of the improvement required and identify a reasonable time period in which the Academic Assistant must demonstrate the required sustained improvement in the area of concern.

16.06 When an Academic Assistant is to be disciplined (i.e., written warning, suspension, or discharge), a meeting shall be convened specifically for that purpose. The Academic Assistant shall be entitled to be accompanied to such meeting by a Union representative, if the Academic Assistant so chooses. The Academic Assistant shall be reminded, with reasonable notice, by the University, of this entitlement prior to the meeting.

16.07 It is agreed that disciplinary actions shall be retained in the Academic Assistant's file for twenty-four (24) months or completion of the Academic Assistant's degree program, whichever occurs first.

ARTICLE 17 TERMINATION OF CONTRACT (NON-DISCIPLINARY REASONS)

17.01 Should it be necessary to terminate an employment contract prior to the expiry of the contract, the Academic Assistant will be provided, by the Chair/Director of the Department/School no less than two (2) weeks' notice of early termination. Such notice shall be in writing and a copy shall be forwarded to the Human Resources Department and to the Union. The Academic Assistant will either be required to work until the new revised termination date, or will receive payment of two (2) weeks' salary in lieu of notice. Decisions concerning discharge or termination shall be made by the Dean upon the recommendation of the Chair/Director.

17.02 It is further understood that the Academic Assistant appointment lapses on the terminal date automatically and without notice, and as such the Assistant's employment relationship with the University ceases on their terminal date.

17.03 The University is under no obligation to rehire any Academic Assistant once their appointment lapses.

In addition, any further appointment of the same Academic Assistant, even one following immediately a previous one, shall constitute a new appointment, and shall not be deemed to be a renewal or extension of the previous appointment. It is further understood that regardless of the cumulative length of or the number of successive appointments, which may be made of the same Assistant, there is no expectancy of continuity beyond the term of the current appointment.

ARTICLE 18 VACATIONS AND HOLIDAYS

18.01 The sum of four percent (4%) vacation pay shall be added to the base rate of pay on a bi-weekly basis (pursuant to Article 20 below) for all hours worked.

18.02 Employees shall not be required to work on any of the following holidays:

New Year's Day

Family Day

Labour Day

Good Friday

Civic Holiday

Victoria Day

Thanksgiving Day

Canada Day

Christmas Day

Boxing Day

or any holiday declared by the University or statutory holiday declared by the Government.

If an Academic Assistant is required to work on a holiday and receives prior written approval by the Chair/Director to work on the holiday, the Academic Assistant will be paid pursuant to the provisions of the Employment Standards Act.

ARTICLE 19 LEAVES OF ABSENCE

19.01 Sick Leave

- (a) Assistants who are unable to fulfill their assigned duties and obligations due to illness or injury shall be granted up to two (2) days of paid sick leave at their regular rate of pay per contract.
- (b) Additional absence or absences due to medical reasons beyond the time limits outlined in paragraph (a) immediately above shall be without pay.
- (c) Sick leave shall apply to regularly scheduled classroom/laboratory contact hours and invigilation hours for Academic Assistants who have classroom invigilation duties as part of their Assistant workload assignment.
- (d) If an Academic Assistant is expected to mark and/or grade during a period of sickness, every effort shall be made to allow the Academic Assistant reasonable and sufficient time to complete the marking/grading after their sickness.
- (e) To qualify for sick leave the Academic Assistant must notify their Supervisor or the Chair/Director as to the expected duration of the illness/injury.
- (f) An Academic Assistant claiming sick leave may be required to provide proof of illness or injury in the form of a medical certificate. If the University requests a medical certificate, the University will reimburse the Academic Assistant for the cost of the certificate, upon submission of proof of payment.

19.02 The University, consistent with prevailing Federal and Provincial legislation, will provide employees with leaves of absence such as, but not limited to, the following:

A. Pregnancy Leave

- (i) A pregnant Academic Assistant who has been employed for at least thirteen (13) weeks, shall be granted a pregnancy leave of absence of up to seventeen (17) weeks upon written

request submitted at least two (2) weeks in advance stating that they are pregnant and the probable date of delivery.

- (ii) Where the School/Department requests a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynaecologist, midwife) confirming this information, such certificate shall be provided without undue delay.
- (iii) The Academic Assistant and the employing School/Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of a leave may not extend beyond the ending date of the Academic Assistant's appointment.
- (iv) Leaves of two (2) months or less shall not result in an interruption of regular bi-weekly pay. Leaves longer than two (2) months shall be without pay for the period which exceeds the first two (2) months of such leave.
- (v) An Academic Assistant may return to work within the original period of appointment upon giving four (4) weeks' notice in writing of their intention to do so or upon confirming their previous arrangement for return. The Academic Assistant shall be reinstated to her position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of their appointment.
- (vi) During the period of pregnancy leave the Academic Assistant will accrue the appropriate seniority credit(s) as outlined in Article 11.08.

B. Parental Leave

Parental leave may be granted to an Academic Assistant who has been employed for at least thirteen (13) weeks, on becoming a parent of a new-born or adopted child in accordance with the Ontario *Employment Standards Act*. Where the Academic Assistant qualifies for parental leave under the Employment Standards Act, leaves of one (1) month or less shall not result in an interruption of regular bi-weekly pay. Leaves longer than one (1) month shall be without pay for the period which exceeds the first one (1) month of such leave. Such paid leave shall not exceed the Academic Assistant's appointment end date.

C. Partner Leave

An Academic Assistant who is not eligible for pregnancy leave shall be allowed a leave of absence with pay for up to one week within

four (4) weeks following the birth or adoption of their child. The Academic Assistant shall provide their Supervisor with at least two (2) weeks' notice of such leave.

D. Emergency Leave

Employees may be granted Emergency Leave in accordance with the provisions of the Ontario *Employment Standards Act*.

E. Compassionate Care Leave & Family Medical Leave

Academic Assistants may be granted Compassionate Care Leave in accordance with the provisions of the Canada *Employment Insurance Act*.

The University recognizes that all employees, including Academic Assistants, have responsibilities and commitments involving their family and its well being. In recognition of this fact, in the case of a personal or family circumstance which prevents the Assistant from reporting for duty, special family leave with pay of up to three (3) working days per semester, may be granted at the discretion of the University. Requests for such leave will not be unreasonably withheld. Thereafter, with respect to any further requests, such days will be provided in a manner consistent with the Emergency Leave provisions of the *Employment Standards Act*, if any, and will be treated as unpaid leave days for the purposes of the Act.

Academic Assistants may be granted Family Medical Leave in accordance with the *Employment Standards Amendment Act* (Family Medical Leave), 2004.

Academic Assistants may be granted the following leaves in accordance with the *Employment Standards Amendment Act*:

Family Medical Leave

Organ Donor Leave

Family Caregiver Leave

Critical Illness Leave

Crime-Related Child Disappearance Leave

Child Death Leave

Reservist Leave

Emergency Leave, Declared Emergencies and Infectious Disease Emergencies

F. Bereavement Leave

In case of death in the immediate family (spouse, including both married and unmarried couples of the same or opposite genders), child, parent, step-parent, foster parent, stepchild, foster child, brother or sister, step-brother or step-sister, foster brother or foster sister, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the Academic Assistant's spouse, aunt or uncle, niece or nephew, spouse of the Academic Assistant's child, relative of the Academic Assistant who is dependent on the Academic Assistant for care or assistance, brother-in-law, or sister-in-law), three (3) working days with pay shall be granted. At the discretion of the University such leave may also be granted on the occasion of the death of other persons where there is a significant relationship. Further, after considering the particular circumstances involved (e.g., travel), at the discretion of the University, the period of bereavement leave with pay may be extended by up to two (2) additional working days.

G. Jury Duty

An employee who is summoned for jury service shall, pursuant to the *Ontario Juries Act*, be granted time off from work sufficient for the purpose of discharging of the Academic Assistant's duties under this Act. Such time off will be granted without pay.

H. Political Leave

The University recognizes its obligation as an institution to see to it that no impediments are placed in the way of an Academic Assistant with a desire to enter public life. An Academic Assistant who is considering becoming a candidate for public office shall consult with their Supervisor about the effect of their political candidacy on their Assistantship assignment(s), bearing in mind i) their short-term absence during the campaign period and ii) their possible long-term absences. In this circumstance, no seniority (experience) credits shall accrue during the period of non-employment with the University; however, upon application and appointment to a posted vacancy in the bargaining unit, the Academic Assistant shall be credited with the seniority credits they had on the official record prior to the political leave for a maximum of six (6) consecutive terms. After six (6) consecutive terms the Academic Assistant's seniority credits shall lapse automatically and are not redeemable.

I. Short-Term Academic Conference Leave

If an Academic Assistant wishes to attend an academic conference, the AcademicAssistant's Supervisor may approve up to one week per academic year for such leave.

The Academic Assistant shall request, in writing, such leave no later than the first week of the semester. Such request will include written confirmation from the Academic Assistant's Academic Supervisor that attendance at such a conference is appropriate. Such leave is unpaid unless alternate arrangements can be made. Alternate arrangements may include the Academic Assistant arranging to exchange duties with another Academic Assistant during such leave. Any alternate arrangements require the written approval of the Supervisor. Approval of the leave shall be considered with due regard to the continued effective functioning of the academic program and the needs of students. Approval for such leave will not be unreasonably withheld.

J. Gender Affirming Surgery Leave

An Academic Assistant who provides a certificate from a medical practitioner to the University confirming that the Academic Assistant requires a leave of absence in order to undergo the medical procedure(s) related to a physical change from one gender to another shall be granted up to four (4) months of unpaid gender affirming surgery leave.

K. Domestic or Sexual Violence Leave

Academic Assistants, eligible under the Employment Standards Act, will be granted ten (10) days leave per calendar year, the five (5) days of which are paid, for Domestic or Sexual Violence leave, as per the *Employment Standards Act*.

Academic Assistants who are granted leave under this Article related to Domestic or Sexual Violence or gender affirmation processes or procedures are entitled to return to their appointment, provided it has not ended.

19.03

All hours of leave with pay granted under Article 19 (Leaves of Absence) shall be deducted from the number of hours to be worked during the Academic Assistant's appointment and the Academic Assistant shall not be required to make up such hours at a later date.

No leave of absence shall extend beyond the end date of the appointment in which the leave of absence commenced, except as may otherwise be required by the *Employment Standards Act*.

19.04 Members of the bargaining unit may request a leave of absence without pay of up to three (3) days per semester to attend CUPE conventions, conferences, workshops and/or professional development and approval may be granted for this leave, subject to operational requirements. Such approval shall not be unreasonably withheld.

ARTICLE 20 RATES OF PAY AND PAY SCHEDULE

20.01 Assistants shall be paid on a biweekly basis, two (2) weeks in arrears.

20.02 The following rates of pay will be in effect:

Position		January 1, 2024 to August 31, 2024	September 1, 2024 to August 31, 2025	September 1, 2025 to August 31, 2026	September 1, 2026 to August 31, 2027
Academic Assistant	PhD	\$52.60	\$53.91	\$55.26	\$56.64
	Master's	\$48.71	\$49.93	\$51.17	\$52.45
	Undergraduate (enrolled in 4 th year or JD students in any year)	\$37.66	\$38.61	\$39.57	\$40.56
Lab Monitors and non-course-related appointments		\$22.74	\$23.31	\$23.89	\$24.49
Invigilators		\$28.01	\$28.71	\$29.43	\$30.17

NOTE: External applicants will be paid relative to the qualifications required for the performance of the assistantship, normally at the Undergraduate Academic Assistant rate.

ARTICLE 21 **BENEFITS**

21.01 Assistants shall be entitled to receive statutory required benefits of Canada Pension Plan (CPP), Employment Insurance (EI), Workplace Safety and Insurance Plan (WSIB), and Employer Health (OHIP).

21.02 **General Assistant Fund**

A. The parties agree that the University shall provide the Union with an annual General Assistance Fund (“GAF”) for Graduate Assistants, Teaching Assistants, and Lab Monitors as outlined in this Article.

The University will transfer to the GAF, to the local union as outlined in this Article the following amounts on the following dates, subject to the terms of this Article:

- On January 1, 2024, for the period January 1, 2024 to August 31, 2024 - \$156,666.67;
- On September 1, 2024, for the period September 1, 2024 to August 31, 2025 - \$235,000;
- On September 1, 2025, for the period September 1, 2025 to August 31, 2026 - \$235,000; and
- On September 1, 2026, for the period September 1, 2026 to August 31, 2027 - \$235,000.

Each Academic Assistant with an active contract at the time of applying for the General Assistance Fund (GAF) is entitled to a reimbursement as of August 31st of each year of the Collective Agreement as follows:

2024/2025 up to \$350

2025/2026 up to \$350

2026/2027 up to \$350

This amount represents the General Assistance Fund that the Union will administer on behalf of its Academic Assistants. By paying the General Assistance Fund to the Union the University meets its obligations under this Article and no interpretation, application or administration of this Agreement will be made that increases that annual cost.

B. The Union will be solely and exclusively responsible for managing and administering the GAF and shall establish criteria for the GAF, subject to the provision that the GAF be used for the sole purpose of providing financial assistance, on an objective basis, to Graduate Assistants, Teaching Assistants and Lab Monitors. The parties agree that the GAF may be utilized to address a variety of issues, such as professional development, reimbursement of benefit related expenses or bursary-type support that the Union deems appropriate for its membership.

- C. Subject to the Union meeting the terms of this Article, the University will transfer for the corresponding year to the local union funds the following amounts on the following dates, for the purpose of managing and administering the GAF:
- On February 1, 2024, for the period January 1, 2024 to August 31, 2024 - \$17,333.33;
 - On September 1, 2024, for the period September 1, 2024 to August 31, 2025 - \$27,000;
 - On September 1, 2025, for the period September 1, 2025 to August 31, 2026 - \$28,000; and
 - On September 1, 2026, for the period September 1, 2026 to August 31, 2027 - \$29,000
- D. The Union will establish, maintain and address the following:
1. Claim process;
 2. Claim approval/denial process;
 3. The reimbursement process;
 4. Appropriate record keeping processes;
 5. Accounting and reconciliation process
 6. Processes to ensure adherence to tax reporting requirements; and
 7. Any and all claims, grievances, or demands, including interest and penalties made by Canada Revenue Agency or by an employee as it relates to the distribution of the professional development reimbursement funds.
- E. The Union agrees to provide the University with an Annual Report on the use of this money, identifying how much and to whom it has been disbursed and identifying the nature and purpose of the financial assistance. This report will be accompanied by a special purpose report prepared and signed by the Union's external auditors. This will be provided no later than the last business day of September of the next academic year.
- F. The parties understand and agree that the transfer of the above noted funds shall be subject to the Union providing the Annual Report(s). Any unused funds not spent from previous collective agreements will be retained by the Union and shall only be used in future years for reimbursement of GAF expenses under this Article to a maximum carry forward of 50% of the annual allocation. Notwithstanding this, upon written request and agreement, the unspent amounts may be transferred to be used as a supplement to the Health Benefit Fund. Such agreement shall not be unreasonably withheld.
- G. The Union will be responsible for all tax reporting requirements of the GAF.

- H. The Union agrees to indemnify and save harmless the University from any and all claims, grievances or demands, including interest and penalties, made by the Canada Revenue Agency or by any employee as it relates to the distribution of the GAF.

21.03 Health Benefit Fund

- A. The parties agree that the University shall provide the Union with an annual Health Benefit Fund (“HBF”) for Graduate Assistants, Teaching Assistants, and Lab Monitors.

The University will transfer the HBF to the local union as outlined in this Article, the following amounts on the following dates subject to the terms of this Article:

- On February 1, 2024, for the period January 1, 2024 to August 31, 2024 - \$233,333.33;
- On September 1, 2024, for the period September 1, 2024 to August 31, 2025 - \$350,000;
- On September 1, 2025, for the period September 1, 2025 to August 31, 2026 - \$350,000; and
- On September 1, 2026, for the period September 1, 2026 to August 31, 2027 - \$350,000.

Each Academic Assistant with an active contract at the time of applying for the Health Benefit Fund (HBF) is entitled to a reimbursement as of August 31st of each year of the Collective Agreement as follows:

2024/2025 up to \$700

2025/2026 up to \$700

2026/2027 up to \$700

This amount represents the Health Benefit Fund that the Union will administer on behalf of its Academic Assistants. By paying the Health Benefit Fund to the Union the University meets its obligations under this Article and no interpretation, application or administration of this Agreement will be made that increases that annual cost.

- B. The Union will be solely and exclusively responsible for managing and administering the HBF and the HBF will be used solely for the reimbursement of health benefit related expenses.
- C. Subject to the Union meeting the terms of this Article, the University will transfer for the corresponding year to the local union funds, for the purpose of managing and administering the HBF:

- On February 1, 2024, for the period January 1, 2024 to August 31, 2024 - \$17,333.33;
- On September 1, 2024, for the period September 1, 2024 to August 31, 2025 - \$27,000;
- On September 1, 2025, for the period September 1, 2025 to August 31, 2026 - \$28,000; and
- On September 1, 2026, for the period September 1, 2026 to August 31, 2027 - \$29,000.

- D. The Union will establish, maintain and address the following:
1. Claim process;
 2. Claim approval/denial process;
 3. The reimbursement process;
 4. Appropriate record keeping processes;
 5. Accounting and reconciliation process
 6. Processes to ensure adherence to tax reporting requirements; and
 7. Any and all claims, grievances, or demands, including interest and penalties made by Canada Revenue Agency or by an employee as it relates to the distribution of the professional development reimbursement funds.
- E. The Union agrees to provide the University with an Annual Report on the use of this money, identifying how much and to whom it has been disbursed and identifying the nature and purpose of the financial assistance. This report will be accompanied by a special purpose report prepared and signed by the Union's external auditors. This will be provided no later than the last business day of September of the next academic year.
- F. The parties understand and agree that the transfer of the above noted funds shall be subject to the Union providing the Annual Report(s). Any unused funds not spent from previous collective agreements will be retained by the Union and shall only be used in future years for reimbursement of HBF expenses under this Article to a maximum carry forward of 50% of the annual allocation. Notwithstanding this, upon written request and agreement, the unspent amounts may be transferred to be used as a supplement to the General Assistance Fund. Such agreement shall not be unreasonably withheld.
- G. The Union will be responsible for all tax reporting requirements of the HBF.
- H. The Union agrees to indemnify and save harmless the University from any and all claims, grievances or demands, including interest and penalties, made by the Canada Revenue Agency or by any employee as it relates to the distribution of the HBF.

21.04 Equity Fund

- A. The University and CUPE 3904 support projects, events or new initiatives that seek to enhance a respectful, equitable, diverse and inclusive community at the University. To this end, the University will provide \$6,666,67 on February 1, 2024, for the period January 1, 2024 to August 31, 2024 and will provide \$10,000 on September 1, 2024 and each September 1st of the Collective Agreement to be available to fund equity and inclusion initiatives.
- B. This Equity and Inclusion Fund will be administered by the Union, and the Union will provide a report on the initiatives and how the money was spent. This report will be provided to the Vice-Provost, Faculty Affairs by December 31 of each year.
- C. In determining the projects, events or new initiatives the Union will support with this Fund, the Union may seek input from appropriate offices at the University, including the Office of the Vice-President, Equity and Community Inclusion.
- D. The union will advise the University which union member(s) will participate in work related to the administration of this Fund and the University will continue the employee(s) on pay for administrative duties associated with this Fund and the University will bill the Union for the cost of the committee member(s) administration work on the Fund, which will be capped at \$2,000 (gross).

ARTICLE 22 UNION REPRESENTATION - RELEASE TIME

22.01 The Board and the Union shall advise each other of the names of the respective representatives authorized to transact business on behalf of each as soon as possible where such representatives are newly appointed or elected.

The University shall provide to the local Union during the life of this Collective Agreement funds which shall be used by the local Union to compensate bargaining unit members who are also employees of the University, to undertake union business and Union/Management activities related solely and exclusively to the implementation, application, interpretation and/or negotiation of the Collective Agreement.

Specifically, the University will provide the following funds to the local Union:

- On February 1, 2024, for the period January 1, 2024 to August 31, 2024 - \$64,000;
- On September 1, 2024, for the period September 1, 2024 to August 31, 2025 - \$98,000;

- On September 1, 2025, for the period September 1, 2025 to August 31, 2026 - \$100,000; and
- On September 1, 2026, for the period September 1, 2026 to August 31, 2027 - \$100,000.

These monies shall be transmitted to the Local Union on the dates set out above and shall be distributed by the Executive of the local Union as it deems appropriate.

The University and the local Union agree that once the monies are transmitted, the University has discharged its responsibilities in its entirety and that there shall be no further liability whatsoever in respect of such monies or any claim or grievance made by an employee or the Union with respect to the disbursement of said monies.

ARTICLE 23 INVIGILATORS

23.01 Academic Assistants who have classroom invigilation duties as part of their workload assignment (in addition to course related activities, such as tutoring, supervising and demonstrating in labs, marking, etc.) will be governed by the relevant articles in the Collective Agreement for employees with Academic Assistantships. Individuals hired solely and exclusively to carry out invigilation responsibilities shall be referred to as “Invigilators” and will be governed by the terms of this Article. The duties of an Invigilator or an Academic Assistant carrying out invigilation duties may include, but are not limited to: assisting in the administration of tests or examinations, including the preparation of student entry, student invigilation, the distribution of materials, accommodating students with disabilities, reporting or responding to incidents, and the collection/delivery of the tests or examinations.

23.02 Undergraduate students may not invigilate an undergraduate examination, with the exception of School of Law Juris Doctor program students who may invigilate undergraduate exams outside of the School of Law.

23.03 Greater preference is accorded in order of priority:

- A. first to Toronto Metropolitan University graduate students;
- B. then School of Law students registered in the Juris Doctor program;
- C. then non-Toronto Metropolitan University graduate students, external individuals with graduate degrees or other appropriate individuals.

23.04 The University will post invigilation vacancies.

23.05 Invigilator candidates will be hired using the following criteria:

- A. enrolment in a Master’s or Ph.D. program;

- B. academic status of the candidate;
- C. academic performance;
- D. relevant experience, which is defined as any experience(s) that can be applied or deemed useful to the duties and responsibilities of an Invigilator; and
- E. consideration of any previous evaluation of performance as an Invigilator at the University, if applicable.

23.06 **PAYMENT FOR INVIGILATION DUTIES**

Invigilators hired solely and exclusively to carry out invigilation responsibilities will be paid the Invigilator rate of pay as set out in Article 20.02 of the Collective Agreement.

Academic Assistants who carry out classroom invigilation duties as part of their Academic Assistant workload assignment (in addition to course related activities) will be paid at the appropriate Academic Assistant rate of pay as set out in Article 20.02 of the Collective Agreement.

23.07 Invigilators will be provided with an explanation of their invigilation duties and responsibilities prior to the exam(s) they are hired to invigilate. This will consist of an invigilation training session (for which Invigilators will be paid) or Invigilators will be provided a detailed Invigilation Procedures document summarizing their responsibilities while invigilating.

23.08 Invigilators may be required to attend the examination location and be ready to carry out invigilation related duties up to thirty (30) minutes prior to the scheduled examination start time. Invigilators may also be required to stay at the exam location and carry out invigilation duties for thirty (30) minutes following the examination end time.

23.09 If the Invigilator's Supervisor determines that the Invigilator's performance was not acceptable, the Invigilator's Supervisor will complete a performance evaluation of the employee in accordance with the Performance Evaluation Form attached as Appendix B. A copy of this assessment will be sent to the employee, the Invigilator's official file, the Invigilator's Supervisor, with a copy to the Union.

The signature of the Invigilator on the evaluation form does not denote their agreement with its content, but does indicate that the Invigilator has seen, discussed and understood the evaluation. Any concerns regarding the performance review may be directed to the Department/School Chair/Director.

If the Invigilator's Supervisor does not complete the Performance Evaluation Form and submit a copy to the Employee and a copy to the Union, the Invigilator's performance will be deemed satisfactory.

23.10 Individuals who are hired, solely and exclusively as Invigilators and who hold a separate active appointment as an Academic Assistant shall not

have their appointment(s) amended to include the additional Invigilator hours and such Invigilator hours shall not be counted towards the maximum semester/academic year hours permitted under Article 1, Definitions, specifically clause 1.05 and Article 13, Workload and Hours of Work provisions of the Collective Agreement.

ARTICLE 24 LAB MONITORS

24.01 The duties of a Lab Monitor may include but are not limited to: maintaining the orderly conduct and/or cleanliness of the assigned lab, providing system-related support to students in the assigned lab/learning environment, troubleshooting, addressing and reporting of hardware and/or software issues, and monitoring the physical environment and equipment of the assigned lab. Lab Monitor duties shall not include assisting students with their academic work. This work is often not connected to one specific course.

24.02 The University will post Lab Monitor vacancies.

24.03 Greater preference is accorded to in order of priority:

- A. first to Toronto Metropolitan University graduate students;
- B. Toronto Metropolitan University undergraduate students who are enrolled in the fourth (4th) year of a program and students in any year of the Faculty of Law's Juris Doctor program;
- C. then non-Toronto Metropolitan University graduate students, external individuals with graduate degrees or other appropriate individuals.

24.04 Candidates for Lab Monitor vacancies will be hired using the following criteria:

- A. enrolment in an undergraduate, Master's or Ph.D. program;
- B. academic status of the candidate;
- C. academic performance;
- D. relevant experience, which is defined as any experience(s) that can be applied or deemed useful to the duties and responsibilities of a Lab Monitor; and
- E. relevant experience, which is defined as any experience(s) that can be applied or deemed useful to the duties and responsibilities of a Lab Monitor; and
- F. consideration of any previous evaluation of performance as a Lab Monitor at the University, if applicable.

24.05 Payment for Lab Monitor Duties

Lab Monitors hired solely and exclusively to carry out lab monitor responsibilities will be paid the Lab Monitor rate of pay as set out in Article

20.02 of the Collective Agreement. Lab Monitor hours shall not be counted towards the maximum semester/academic year hours permitted under Article 1, Definitions, specifically clause 1.16 and Article 13, Workload and Hours of Work provisions of the Collective Agreement.

ARTICLE 25 WORKPLACE CIVILITY

The University and the Union are committed to an environment where all members of the community are free from bullying and personal harassment. In assessing whether bullying and personal harassment may have occurred, the definitions and standards set out in the University's Workplace Civility and Respect Policy, the Guide to Civility (which may be modified both in name and content, through periodic policy review processes), and any applicable legislation, although not forming part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

An employee may file a grievance, in accordance with Article 9, alleging a course of conduct amounting to bullying and personal harassment if, after the University has exhausted any applicable internal steps, as outlined in the University's Workplace Civility and Respect Policy and the Guide to Civility, to respond to the situation, the assistant is dissatisfied with the outcome. Such grievance will be filed at Step 3 of the grievance procedure.

The employee shall have the right to consult with their Union representative and be accompanied by such representative at any meetings throughout the process outlined in this Article.

ARTICLE 26 HEALTH AND SAFETY

26.01 The University shall maintain a joint health and safety committee as prescribed by the Occupational Health and Safety Act.

The University and the Union recognize and are committed to a healthy and safe work environment and the promotion of the health and safety of the employees as required under the Occupational Health and Safety Act and the University's Occupational Health and Safety policy statement.

Any compensation to an Assistant under this Article 26 shall be consistent with the Occupational Health and Safety Act and paid by the University at the Academic Assistants hourly rate of pay.

APPENDIX A ACADEMIC ASSISTANTSHIP PERFORMANCE EVALUATION

Academic Assistant Name:

Department/School:

Faculty:

Course Number (if applicable):

Term and Year:

Supervisor's name:

The purpose of this evaluation is to assess the Academic Assistant performance and thereby assist them in developing and improving their skills, and ensure a standard of acceptable employee performance. An employee's ongoing performance is normally subject to a formal written evaluation once during any academic semester of appointment. This evaluation must be discussed with the Assistant within thirty (30) days of the performance evaluation. Any concerns regarding the performance review may be directed to the Department/School Chair/Director.

This evaluation has six parts: A) General, B) Knowledge, C) Communication and Interaction with Students, D) Overall Evaluation, E) Employee Comments, and F) Signatures. To complete the evaluation both the Supervisor and the Assistant must sign and date the form, after a discussion has taken place. Please use the following guide to rate the Academic Assistant's performance in each of the areas.

- N/A = Not applicable
- 1 = unacceptable
- 2 = satisfactory / some improvement required
- 3 = good / accomplishes tasks diligently and well
- 4 = excellent / accomplishes all tasks at a high level

A) GENERAL: Please assess the Assistant's performance in carrying out tasks related to scheduling, time management, and according to supervisor's instructions.						
	N/A	1	2	3	4	Additional Comments
Overall preparation						
Time management during term						
Quality of grading of course assignments						
Timeliness in returning graded assignments/exams						
Brings an attitude of professionalism to their work						

Adheres to University policies on Human Rights, Harassment Prevention, Occupational Health and Safety among other policies.						
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B) KNOWLEDGE: Please assess the Assistant's knowledge or level of expertise in the subject matter being taught and the job duties carried out.

	N/A	1	2	3	4	Additional Comments
Knowledge/understanding of course material						
Technical competence (e.g. in laboratory sessions)						
Knowledge/understanding of job description.						

C. COMMUNICATION AND INTERACTION WITH STUDENTS: Please assess the interaction between the Assistant and the students taking the course.

	N/A	1	2	3	4	Additional Comments
Competence as a discussion or laboratory leader						
Accessibility during scheduled office hours						
Clarity of presentation/explanations						
Encourages student discussion						
Expresses ideas clearly						
Responds clearly to student questions						
Deals with all students respectfully and thoughtfully and creates an atmosphere of mutual respect.						
Student work is treated seriously and fairly.						

D. OVERALL EVALUATION OF ASSISTANT:

1. Unacceptable <input type="checkbox"/>	2. Satisfactory <input type="checkbox"/>	3. Good <input type="checkbox"/>	4. Excellent <input type="checkbox"/>
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Comments:

Supervisor's Name: _____

Signature: _____ Date: _____

E) ACADEMIC ASSISTANT COMMENTS:

The Academic Assistant may add their written comments to the performance evaluation if they so desire.

Academic Assistant Signature: _____ Date: _____

I have seen, discussed and understood this Evaluation

F) Signatures: Both the Supervisor and the Academic Assistant shall sign this form to indicate that a discussion took place.

Supervisor's signature: _____ Date: _____

Copies: Academic Assistant;
Supervisor;
Chair/Director;
Official File

APPENDIX B PERFORMANCE EVALUATION OF INVIGILATOR

NOTE: You only need to fill in this form for those invigilators with an overall rating of unacceptable.

To be filled in by the Supervisor after each examination session.

Name of Invigilator:

Department/School:

Faculty:

Course Number(s) (if applicable):

Term and Year:

Date Invigilator worked:

Invigilator's Supervisor:

The purpose of this evaluation is to assess the Invigilator's performance and thereby assist in developing and improving their skills, and ensure a standard of acceptable employee performance. Any concerns regarding the performance review may be directed to the Invigilator Supervisor.

Process:

Please assess the Invigilator's performance in carrying out invigilation tasks.

Rating scale: (Please circle)	Responsibilities:	Comments:
YES NO N/A	Was familiar with University exam policies and procedures	
YES NO N/A	Properly assisted in set-up of exams and other activities prior to exam.	
YES NO N/A	Properly monitored students during exams.	
YES NO N/A	Properly assisted Supervisor at the end of exams.	

Additional comments (if necessary):

Invigilator's Signature: _____ **Date:** _____

I have seen, discussed and understood this Evaluation

Supervisor's Name: _____

Supervisor's Signature: _____ Date:

Note: Should the Invigilator have any concerns with the performance evaluation they may discuss their concerns with their Supervisor or with the Supervisor's superior.

Copies: Invigilator
 Supervisor
 Official File

APPENDIX C PERFORMANCE EVALUATION OF LAB MONITOR

Performance Evaluation of Lab Monitor

Lab Monitor Name:	
Department/School:	
Faculty:	
Course Number (if applicable):	
Term and Year:	
Supervisor's name:	

The purpose of this evaluation is to assess the Lab Monitor performance and thereby assist them in developing and improving their skills and ensure a standard of acceptable performance. A Lab Monitor's ongoing performance is normally subject to a formal written evaluation once during any academic semester of appointment. This evaluation must be discussed with the Lab Monitor within thirty (30) days of the performance evaluation. Any concerns regarding the performance review may be directed to the Department/School Chair/Director or Senior Director.

This evaluation has six parts: A) General, B) Knowledge, C) Communication and Interaction with Students, D) Overall Evaluation, E) Employee Comments, and F) Signatures. To complete the evaluation both the Supervisor and the Lab Monitor must sign and date the form, after a discussion has taken place. Please use the following guide to rate the Lab Monitor's performance in each of the areas.

- N/A = Not applicable
- 1 = unacceptable
- 2 = satisfactory / some improvement required
- 3 = good / accomplishes tasks diligently and well
- 4 = excellent / accomplishes all tasks at a high level

A) GENERAL: Please assess the Lab Monitor's performance in carrying out tasks related to scheduling, time management, and according to supervisor's instructions.						
	N/A	1	2	3	4	Additional Comments
Time management during term						
Brings an attitude of professionalism to their work						
Adheres to University policies/guidelines on Human Rights, Harassment Prevention, Occupational Health and Safety,						

Guide to Civility, among other policies/guidelines.						
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B) KNOWLEDGE: Please assess the Lab Monitor's knowledge or level of expertise in the job duties carried out.

	N/A	1	2	3	4	Additional Comments
Technical competence (e.g. in laboratory sessions and troubleshooting and addressing hardware and software issues, etc.)						
Appropriately monitoring the physical environment and equipment of the assigned lab						
Knowledge/understanding of job description.						

C. COMMUNICATION AND INTERACTION WITH STUDENTS:

	N/A	1	2	3	4	Additional Comments
Competence in providing technical support and guidance to students						
Expresses ideas clearly						
Responds clearly to student questions						
Deals with all students respectfully and thoughtfully and creates an atmosphere of mutual respect.						

D. OVERALL EVALUATION OF LAB MONITOR:

1. Unacceptable		2. Satisfactory		3. Good		4. Excellent	
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Comments:

Supervisor's Name: _____

Signature: _____ Date: _____

E)LAB MONITOR'S COMMENTS:

The Lab Monitor may add their written comments to the performance evaluation if they so desire.

Lab Monitor Signature: _____ Date: _____

I have seen, discussed and understood this Evaluation

F) Signatures: Both the Supervisor and the Lab Monitor shall sign this form to indicate that a discussion took place.

Supervisor's signature: _____ Date: _____

Give one copy, with signatures in ink, to Department Staff Member, who will distribute:

Copies: Lab Monitor
 Supervisor
 Chair/Director
 Official File

APPENDIX D SAMPLE ACADEMIC ASSISTANTSHIP WORKLOAD FORM

Supervisor **Academic Assistant**

Course **Section**

Faculty/Department/School **Semester/Year**

**Assigned Duties (as Total Number of Hours)
 (Not all duties need to be assigned)**

Duties	Approximate Hours Budgeted	Hours Completed to Date (Midpoint Meeting)	Notes
Attending Employer Orientation Workshops and Training			
Conferring with the Supervisor/training			
Preparation duties			
Attending lectures			
Office hours/student consultations			
Serving as tutors			
Supervising/monitoring labs/demonstration			
Marking assignments/lab reports/term papers			
Marking quizzes/tests/exams			
Invigilation of midterms & final exam			
Other duties			
Number of Registered Students			
TOTAL			


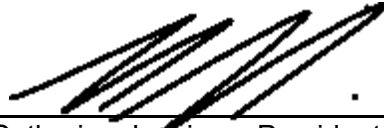
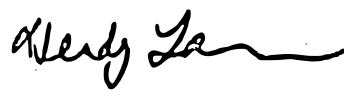

The University acknowledges an ongoing need to provide each Supervisor with training related to the employment relationship. To this end, the University will continue to maintain the Guide for Supervisors as a tool to assist Supervisors in discharging their duties and obligations in relation to their Academic Assistants.

The Guide for Supervisors will be distributed to Supervisors and Departments/Schools/Faculties and will be posted on the Office of the Vice-Provost, Faculty Affairs', Yeates School of Graduate and Postdoctoral Studies' and Human Resources' websites. The University will also deliver information sessions to Supervisors. Consistent with the Collective Agreement provisions, these sessions will highlight the Supervisors' responsibilities and obligations in supervising Academic Assistants.

The University will work with Departments/Schools in order to facilitate the timely payment of wages to employees. In addition, the Guide for Supervisors as provided for in this LOU will confirm the Supervisor's responsibility in this regard.

The University will include, in its regularly featured Graduate Newsletter that is circulated to all University graduate students, information advising graduate students to view the eHR career site for Academic Assistant posted opportunities. This newsletter will be circulated to University graduate students prior to the commencement of the applicable Fall terms. The newsletter will also include a reminder that University graduate students can opt in to receive e-mail notifications of posted Academic Assistantship vacancies. The Yeates School of Graduate and Postdoctoral Studies will also include a link on their homepage to the Career Opportunities web page on the HR site.

This Agreement dated at Toronto this 1st day of December, 2024.

<p>For the Board of Governors of Toronto Metropolitan University</p> 	<p>For the Canadian Union of Public Employees, Local 3904, Unit 3</p> 
<p>Mohamed Lachemi – President & Vice-Chancellor</p>	<p>Catherine Jenkins – President</p>
	
<p>Wendy Lawrence – General Counsel, Board Secretary & Chief Privacy Officer</p>	<p>Rebecca Scenna – Unit 3 Vice President</p>