

COLLECTIVE AGREEMENT

between

**THE BOARD OF GOVERNORS OF RYERSON UNIVERSITY
CARRYING ON BUSINESS AS
TORONTO METROPOLITAN UNIVERSITY**

and

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

Effective: January 1, 2021 to December 31, 2023

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ARTICLE 1 **DEFINITIONS**

1.01 **“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.

1.02 **“Administrative Manager/Supervisor”** is the Manager/Supervisor of a unit within an administrative department.

1.03 **“Agreement”** means this collective agreement.

1.04 **“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.

1.05 **“Board”** means the Board of Governors of Ryerson University carrying on business as Toronto Metropolitan University and/or authorized officials of the University as the context requires.

1.06 **“Chair/Director”** is the Chair/Director of a Department/School.

1.07 **“Chang School”** refers to the Chang School of Continuing Education.

1.08 **“Contract Lecturer”** is a member of CUPE Local 3904, Units 1 or 2, as defined in the Collective Agreement in force between the Ryerson University carrying on business as Toronto Metropolitan University and the Canadian Union of Public Employees.

1.09 **“Dean”** is the Dean of a Faculty/Division.

1.10 **“Department or School”** is an academic unit, headed by a Department Chair or a School Director.

1.11 **“Employee/ (Academic) Assistant”** means a person employed by the University and is a member of this Bargaining Unit, namely, CUPE Local 3904, Unit 3.

1.12 **“External Graduate Assistant or External Teaching Assistant”** means an employee who is not a registered Ryerson University (carrying on business as Toronto Metropolitan University) student and who is employed by the University to assist with teaching or related duties.

1.13 **“Faculty”** comprises one or more Departments/Schools headed by a Dean.

1.14 **“Faculty member”** is a tenured, probationary or limited-term faculty member as defined in the Collective Agreement in force between the University and the Ryerson Faculty Association.

1.15 **“Full-time Assistantship” – “Graduate or Teaching”** 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.

1.16 **“Graduate Assistantship” or “Graduate Assistant”** means an appointment of a Ryerson (carrying on business as Toronto Metropolitan University) Graduate Student, who is employed to assist with teaching or related duties. Such students shall be Ryerson (carrying on business as Toronto Metropolitan University) students enrolled in the University’s Master’s or PhD programs.

1.17 **“Senior Director”** is the Director of an administrative department.

1.18 **“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 assigned to the Chair/Director.

1.19 **“Supervising Instructor” (SI)** is a faculty member, Contract Lecturer, Department Chair, School Director, an administrative Senior Director, or an administrative Manager/Supervisor, who supervises an Assistant.

1.20 **“Teaching Assistantship” or “Teaching Assistant”** means an appointment of a Ryerson (carrying on business as Toronto Metropolitan University) undergraduate student employed to assist with teaching or related duties.

1.21 **“University”** means Ryerson University carrying on business as Toronto Metropolitan University and/or authorized officials of the University as the context requires.

1.22 **“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 Ryerson 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 work force;
- 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 work force 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 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, 2021 and shall expire on December 31, 2023. 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 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 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 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 by the *Ontario Human Rights Code* and Regulations (for the purposes of this article, the “Code”) practised by any of the representative of the University or the Union with respect to any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability as well as activity or inactivity in the Union consistent with this Agreement or any other ground protected under the *Code*.

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 University and the Union are committed to equal opportunity in employment for women, Indigenous peoples, people with disabilities, and people who because of their race, colour, sexual orientation, or gender identity and expression have been traditionally disadvantaged in Canada. The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University. 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 reasonable accommodation in the workplace in accordance with appropriate University policies. The University will continue to educate and communicate to all stakeholders about their role and obligations in accordance with the University’s policies and processes. Accommodations will be implemented in a reasonable timeframe.

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.ryerson.ca/policies/policy-list/dhp-policy/>). The University will continue to educate members on workplace harassment prevention.

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 local 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 local 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.

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.

It is also understood and agreed that bargaining unit members must be employees of the University at the time the issue giving rise to the grievance occurred.

Graduate Assistants or Teaching Assistants who were employees of the University in the eight (8) months preceding the applicable posting date, may access the grievance/arbitration process where they have been unsuccessful in a selection competition for a posted Graduate Assistant or Teaching Assistant vacancy.

9.04 **Grievance Process**

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 Assistant's Supervising Instructor and the Supervising Instructor'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 Supervising Instructor in consultation with the Supervising Instructor's superior shall meet with the bargaining unit member to discuss and resolve the matter. The bargaining unit member shall be accompanied by a representative of the Union during such discussion(s). The immediate Supervising Instructor/Supervising Instructor's superior, as appropriate, may be accompanied by another excluded employee at such meeting.

The immediate Supervising Instructor, in consultation with the Supervising Instructor'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, resolve and if appropriate to adjust the matter. 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.

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 suitable to them. In addition to the Assistant concerned, up to three (3) representatives of the local Union, for example, the appropriate Chief Steward, Local Steward and 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).

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 twenty (20) working days of receipt of the decision, as outlined in paragraph 9.09 below.

9.05 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, 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 9.04 B. or C. shall respectively prevail.

9.06 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.

9.07 Time limits provided in this Article, specifically paragraphs 9.04 and 9.05, may be varied or extended by specific written agreement of the parties in any particular proceeding.

9.08 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. 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 9.09.

9.09 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.

9.10

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 Assistant who:

- (a) is an employee of the University or was an employee within the past six (6) 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 will conduct an investigation appropriate to the circumstances and will forward the results of that investigation 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 Chief Human Resources Officer.

- B. On receipt of the formal written grievance, the Chief Human Resources Officer or their designate shall schedule a 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 Chief Human Resources Officer 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 Chief Human Resources Officer, shall within ten (10) working days schedule a meeting with the complainant and shall communicate the results of the review including conclusions reached and disposition of the grievance.
- E. The Chief Human Resources Officer 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 Chief Human Resources Officer 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 Chief Human Resources Officer 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 he/she/they attends. Further, the employee shall have the right to consult with his/her/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 APPPOINTMENTS**11.01****A. Work Available for Discharge**

- (i) 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.
- (ii) In order to hold a Graduate Assistantship or a Teaching Assistantship the employee must be a registered Ryerson (carrying on business as Toronto Metropolitan University) University student.
- (iii) Notwithstanding the above, it may be necessary, from time to time, to appoint employees who are not registered Ryerson (carrying on business as Toronto Metropolitan University) University students. Such appointments shall be permitted only in circumstances where no qualified Ryerson (carrying on business as Toronto Metropolitan University) student is available for such appointment. The Chair/Director and Supervising Instructor shall be required to attest and confirm that no qualified Ryerson (carrying on business as Toronto Metropolitan University) student was available for such an appointment. The University shall provide the Union with a list of all non-student appointments, the position hired into and their rate of pay in that semester as of the official count date.

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. Ryerson University (carrying on business as Toronto Metropolitan University) graduate students who are entering their first year in a Graduate program at Ryerson University (carrying on business as Toronto Metropolitan University).
2. Ryerson University (carrying on business as Toronto Metropolitan University) graduate students who are not in their first year in a Graduate program at Ryerson University (carrying on business as Toronto Metropolitan University).

Posted Work:

1. Ryerson (carrying on business as Toronto Metropolitan University) graduate students in a Graduate Program at Ryerson University (carrying on business as Toronto Metropolitan University) who did not obtain appointments in the non-posted work.
2. Ryerson University (carrying on business as 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.(iii) shall apply.

11.03 **Posting Procedure for Vacancies**

A. Non-Posted Vacancies

1. After the University has, in its sole discretion, assigned Assistantships to Ryerson University (carrying on business as Toronto Metropolitan University) graduate students who are entering their first year in a Graduate program at Ryerson University (carrying on business as Toronto Metropolitan University), the University will determine the total number of Assistantships available for assignment to Ryerson (carrying on business as Toronto Metropolitan University) graduate students. For such work the Chair/Director, in consultation with the Supervising Instructors, 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 Supervising Instructors, shall determine the students qualified and available for such 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 assistant;
 - (d) previous evaluation of performance as an Assistant at the University, if applicable;
 - (e) areas of interest;
 - (f) type of 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.

A. Posting Vacancies

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

1. The teaching department 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 posting 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 posters of each vacancy available and the notice shall include:
 - (i) date of issue;
 - (ii) duration of appointment;
 - (iii) listings of each assistantship by title and, where possible, by course number;
 - (iv) total number of assignment hours;

- (v) where possible, the timetabled days and hours;
- (vi) qualifications required for the Assistantship;
- (vii) date by which applications must be received by the appropriate teaching department;
- (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.

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.

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 Ryerson University (carrying on business as 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-Ryerson University (carrying on business as Toronto Metropolitan University) student who applies for an Assistantship may be required to provide an original transcript if requested by the Chair or Dean.

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

A. The Supervising Instructor shall evaluate the applicants and determine the appointments for the position vacancies.

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

- (i) Graduate Assistantship appointments 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 Candidates, then Master's Candidates,
 - (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 Assistant; and
 - (e) previous evaluation of performance as an Assistant at the University, if applicable.
- (ii) Teaching Assistantship appointments shall be offered according to the criteria below:
 - (a) enrolment in the fourth year of a Ryerson (carrying on business as 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 teaching 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 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 a Graduate Assistant or Teaching 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 a Teaching Assistant or Graduate 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 Ryerson University (carrying on business as Toronto Metropolitan University) Undergraduate students who are enrolled in the 3rd or 4th year of an undergraduate program and to Ryerson University (carrying on business as Toronto Metropolitan University) Graduate students who apply for posted vacancies.
- C. A Graduate student may not receive a Graduate Assistantship from the University subsequent to the first year of studies, however, they are eligible to apply for a Graduate 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 assistantship position.

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

11.09 Teaching Assistantship appointments may commence at any time throughout the semester, and may be of any duration up to and including thirteen (13) weeks per 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.

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. 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.

ARTICLE 12 DUTIES AND OBLIGATIONS

12.01

Duties:

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. Assistant duties may occur either virtually, in-person or a hybrid of both depending on the mode of delivery for the course.

The duties of a Graduate Assistant or Teaching Assistant may include, but are not limited to: preparation for classes, preparation of written or audiovisual materials; revising and maintaining course related material; 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 Supervising Instructor in charge, and coordinating or liaising with other Graduate Assistants or Teaching Assistants, as required.

Subject to Article 23.01, 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

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

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

In addition, 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 Supervising Instructor.

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

12.03 It is the joint responsibility of the Supervising Instructor and the Assistant to ensure that the total hours of work, as defined in the Assistant's letter of appointment, are not exceeded on a semester basis. To meet this responsibility, the Supervising Instructor and the Assistant shall meet after the receipt and acceptance of the letter of appointment but prior to their start of duties. At this meeting, the Assistant's Supervising Instructor 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 Supervising Instructor and 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 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 Supervising Instructor or Assistant become aware that the hours assigned in the Assistant's letter of appointment may be exceeded, the Supervising Instructor and Assistant shall meet to resolve the issue, which may include the Supervising Instructor 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 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 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 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. 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 Faculty Supervising Instructor 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 Faculty Supervising Instructor/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 Faculty Supervising Instructor/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 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. 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 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 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

Graduate Assistants and Teaching 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; student counselling; and meeting with the Supervising Instructor (SI).

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

B. Marking

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 a Graduate Assistant or Teaching Assistant is assigned to and works a single section of a lab with a 1 hour or 1.5 hour duration, the 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, he or she will be compensated for 32.5 hours per contact hour.

13.03 If a Graduate Assistant or Teaching Assistant is offered, and willing to undertake, a Graduate/Teaching 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).

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 and the Dean of the Faculty that these hours were assigned.

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 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 Supervising Instructor and the 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 Supervising Instructor in writing and the

Assistant shall be paid their hourly rate of pay, as stipulated in their appointment letter, for the agreed upon activities.

ARTICLE 14 ORIENTATION

14.01 All Graduate and Teaching Assistants shall be provided with sufficient training and orientation as determined by the University. Graduate and Teaching 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. Payment for such training will be effective for Assistants with contracts effective from Fall 2022 semester and thereafter.

14.03 Notwithstanding Article 14.01, the Graduate Assistant or Teaching 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. Supervising Instructors will endeavour to provide meaningful feedback to Assistants during their appointments.

- (b) The Supervising Instructor will meet with the employee prior to or at the midway point of each term of the employee's appointment in order to provide verbal feedback to the employee regarding the employee's performance of their duties, at which time the parties can discuss any concerns that they may have regarding the appointment.
- (c) The employee's Supervising Instructor shall complete a performance evaluation of the employee in accordance with the Performance Evaluation Form (attached as Appendix A, to this Agreement) at the discretion of the Supervising Instructor or at the request of the Assistant. This evaluation shall be discussed with the employee and a copy will be sent to the Union. The signature of the Assistants on the evaluation form does not denote her/his agreement with its content, but does indicate that the Assistants has seen, discussed and understood the evaluation. Any concerns regarding the performance evaluation may be directed to the Department/School Chair/Director and should the Assistants 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 web site.

ARTICLE 16 DISCIPLINE, SUSPENSION, AND DISCHARGE

- 16.01** The University shall discipline, suspend, or discharge an employee for just cause.
The University and the Union agree that the standard of just cause shall include, but not be limited to, job capabilities (which include knowledge with course materials), skill, and work efficiency/productivity.
- 16.02** Disciplinary authority (that is, the authority to institute a disciplinary inquiry and, where warranted, to apply disciplinary measures) normally shall rest with the Chair; but the Dean or Vice-Provost, Faculty Affairs, may by derogation and substitution assume the disciplinary authority where the gravity of the case warrants, or where the Chair or the Dean refuses to institute a disciplinary inquiry in a matter which, in the opinion of the higher official, 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 such cases, the employee shall be explicitly informed that it is a verbal or written warning.

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 employee must demonstrate the required sustained improvement in the area of concern.

16.06 When an employee is to be disciplined (i.e., written warning, suspension, or discharge), a meeting shall be convened specifically for that purpose. The employee shall be entitled to be accompanied to such meeting by a Union representative, if the employee so chooses. The employee 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 on the employee's file for twenty-four (24) months or completion of the employee'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 employee 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 employee 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.

17.02 It is further understood that the Assistant member's 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 assistant once their appointment lapses.

In addition, any further appointment of the same Assistant, even one following immediately a previous one, shall constitute a new separate 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.

If an employee is required to work on a holiday and receives prior written approval by the Chair to work on the holiday, the employee 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.
- (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 only to regularly scheduled classroom/laboratory contact hours.
- (d) Notwithstanding the foregoing, in the event that an employee is expected to mark and/or grade during a period of sickness, every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading after their sickness.
- (e) To qualify for sick leave the employee must notify their Supervising Instructor or the Chair as to the expected duration of the illness/injury.
- (f) An employee 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 employee 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 employee shall be granted a pregnancy leave of absence of up to seventeen (17) weeks upon written request submitted at least two (2) weeks in advance stating that she is 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 employee and the employing Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of a leave may not extend beyond the ending date of the employee'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 employee may return to work within the original period of appointment upon giving four (4) weeks' notice in writing of her intention to do so or upon confirming her previous arrangement for return. The employee shall be reinstated to her position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of her appointment.
- (vi) During the period of pregnancy leave the employee will accrue the appropriate seniority credit(s) as outlined in Article 11.08.

B. Parental Leave

Parental leave may be granted to an employee in accordance with the Ontario Employment Standards Act. Where the employee 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 employee's appointment end date.

C. Partner Leave

An employee 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 employee 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

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

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

F. Bereavement Leave

In case of death in the immediate family (spouse, child, parent, brother or sister, grandparent, and parent, brother, 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 related persons. Further, after considering the particular circumstances involved, 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~~to~~ sufficient for the purpose of discharging of the employee'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 a Graduate or Teaching Assistant with a desire to enter public life. A Graduate or Teaching Assistant who is considering becoming a candidate for public office shall consult with their Supervising Instructor 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 Graduate or Teaching 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 Graduate or Teaching Assistant's seniority credits shall lapse automatically and are not redeemable.

I. Short Term Academic Conference Leave

If a Graduate Assistant wishes to attend an academic conference, the Graduate Assistant's Supervising Instructor may approve up to one week per academic year for such leave.

The Graduate Assistant shall request, in writing, such leave no later than the first week of the semester. Such request will include written confirmation from the Graduate 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 Graduate Assistant arranging to exchange duties with another Graduate Assistant during such leave. Any alternate arrangements require the written approval of the Supervising Instructor. 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.

19.03 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, 2021 to December 31, 2021	January 1, 2022 to December 31, 2022	January 1, 2023 to December 31, 2023
Graduate Assistant (Ryerson -	PhD	\$49.82	\$50.32	\$50.82

carrying on business as Toronto Metropolitan University - Student)	Master's	\$46.14	\$46.60	\$47.06
Teaching Assistants	Undergraduate (enrolled in 4th year or JD students in any year)	\$35.67	\$36.03	\$36.39
Lab Monitors and non-course-related appointments		\$21.53	\$21.75	\$21.97
Invigilators		\$26.52	\$26.79	\$27.06

NOTE: External applicants will be paid relative to the qualifications required for the performance of the assistantship, normally at the Teaching 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") in the amount of \$175,000 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 on January 31st of each year of this collective agreement, subject to the terms of this Article.

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, 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 \$25,000 for the corresponding year to the local union funds on January 31st of each year of this collective agreement, for the purpose of managing and administering the GAF.
- d) The Union will establish, maintain and address the following:
 - i) Claim process;
 - ii) Claim approval/denial process;
 - iii) The reimbursement process;
 - iv) Appropriate record keeping processes;
 - v) Accounting and reconciliation process
 - vi) Processes to ensure adherence to tax reporting requirements; and
 - vii) 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 March 5th for the time period of January 1st to December 31st of the previous 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.

- 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 on January 31st of each year of this collective agreement, and each year thereafter, subject to the terms of this Article. The annual amounts shall be \$297,120.00 for 2021, \$319,637.00 for 2022 and \$342,556.00 for 2023.

- 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 \$25,000 for the corresponding year to the local union funds on January 31st of each of year of this collective agreement, for the purpose of managing and administering the HBF.
- d) The Union will establish, maintain and address the following:
 - i) Claim process;
 - ii) Claim approval/denial process;
 - iii) The reimbursement process;
 - iv) Appropriate record keeping processes;
 - v) Accounting and reconciliation process
 - vi) Processes to ensure adherence to tax reporting requirements; and
 - vii) 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 March 15th for the time period of January 1st to December 31st of the previous 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 \$10,000 on January 31st of each year 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 their 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:

- \$95,000 for each January 1st to December 31st and each year thereafter of this collective agreement

These monies shall be transmitted to the Local Union by January 31st each year 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 Graduate Assistants who have classroom invigilation duties as part of their Graduate Assistant 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 Graduate 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 a Graduate 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 Ryerson (carrying on business as Toronto Metropolitan University) graduate students;
- B. then School of Law students registered in the Juris Doctor program;
- C. then non-Ryerson (carrying on business as 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. programme;
- (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.

Graduate Assistants who carry out classroom invigilation duties as part of their Graduate Assistant workload assignment (in addition to course related activities) will be paid at the appropriate Graduate 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 and a copy to the Academic Integrity Office.

The signature of the Invigilator on the evaluation form does not denote her/his 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 a Graduate 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.

24.02 The University will post lab monitor vacancies.

24.03 Greater preference is accorded to in order of priority:

- A. first to Ryerson (carrying on business as Toronto Metropolitan University) graduate students;
- B. Ryerson university (carrying on business as 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-Ryerson (carrying on business as 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. programme;
- (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.

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, 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 employee's hourly rate of pay.

APPENDIX A PERFORMANCE EVALUATION GRADUATE ASSISTANTSHIP/TEACHING ASSISTANTSHIP

Graduate Assistant/Teaching Assistant Name:

Department:

Faculty:

Course Number (if applicable):

Term and Year:

Supervisor's name:

The purpose of this evaluation is to assess the Graduate Assistant/Teaching Assistant performance and thereby assist him/her 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 Teaching 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.						
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 leader or laboratory instructor						
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"/>					
Comments:								
Supervisor's Name: _____								
Signature: _____				Date: _____				
E) EMPLOYEE COMMENTS:								
The employee may add their written comments to the performance evaluation if they so desire.								
Employee Signature: _____				Date: _____				
I have seen, discussed and understood this Evaluation								
F) Signatures: Both the Supervisor and the Employee shall sign this form to indicate that a discussion took place.								
Supervisor's signature: _____				Date: _____				

Copies: 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:

Faculty:

Course Number (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 him/her 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.	
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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 employee 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
 Academic Integrity Office
 CUPE Local 3904 Unit 3

APPENDIX C PERFORMANCE EVALUATION OF LAB MONITOR

Performance Evaluation of Lab Monitor

Graduate/Teaching Assistant Name:	
Department:	
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 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 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.

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 Teaching 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
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.							
--	--	--	--	--	--	--	--

B) KNOWLEDGE: Please assess the Assistant'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: Please assess the interaction between the Assistant and the students taking the course.							
	N/A	1	2	3	4	Additional Comments	
Competence in providing technical support and guidance to students							
<i>Expresses ideas clearly</i>							
<i>Responds clearly to student questions</i>							
Deals with all students respectfully and thoughtfully and creates an atmosphere of mutual respect.							
D. OVERALL EVALUATION OF ASSISTANT:							
1. Unacceptable		2. Satisfactory		3. Good		4. Excellent	
Comments:							

Supervisor's Name: _____

Signature: _____ Date: _____

E) EMPLOYEE COMMENTS:

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

Employee Signature: _____ Date: _____

I have seen, discussed and

understood this Evaluation

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

Supervisor's signature: _____ Date: _____

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

Copies: Assistant
 Supervisor
 Chair/Director
 Official File

APPENDIX D SAMPLE ASSISTANTSHIP WORKLOAD FORM

Supervising Instructor	Graduate/Teaching 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 Supervising Instructor/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			
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The University acknowledges an ongoing need to provide each Supervising Instructor with training related to the employment relationship. To this end, the University will continue to maintain the Guide for Supervising Instructors as a tool to assist Supervising Instructors in discharging their duties and obligations in relation to their TA/GA employees.

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

The University will work with Departments/Schools in order to facilitate the timely payment of wages to employees. In addition, the Guide for Supervising Instructors as provided for in this LOU will confirm the Supervising Instructor'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 TA/GA 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 Assistantship vacancies. The Yeates School of Graduate Studies will also include a link on their homepage to the Career Opportunities web page on the HR site.

The parties agree to continue the discussions of the joint working group to explore reasonable and effective options for the provision of health benefits to CUPE Unit 3 members. The working group shall be composed of no less than 3 representatives of each party. Either party may invite benefits experts to the table upon advance notice to the other.

The working group will review sector practices for the provision of health benefits and will consider a variety of options including, but not limited to, the continuation of the current Health Benefits Fund, the establishment of a Healthcare Spending Account, the establishment of a benefits program, the appropriate administration of any program, cost, cost effectiveness and any other relevant factors or considerations. The union will advise the University which union members will participate on the working group and the University will continue the employees on pay for attendance at the joint working group meetings and the University will bill the Union for the cost of the committee members' pay for participating on the committee, which will be capped at \$800 pay (gross) for each of the three members, totalling \$2,400.

The working group will prepare a non-binding report summarizing its discussions and the options considered. The report will inform the next round of negotiations.

The working group will be established within 6 months of ratification of this collective agreement and will complete its work by no later than December 31, 2023.

**LETTER OF UNDERSTANDING #4 EQUITY, DIVERSITY AND INCLUSION (EDI) AND
PROFESSIONAL DEVELOPMENT FOR TEACHING ASSISTANTS AND GRADUATE
ASSISTANTS**

Professional Development and Equity, Diversity, and Inclusion are priorities for the University and the Union. In recognition of the obligations of the University to provide an educational environment free from harassment and discrimination, and of the link between teaching excellence and an inclusive pedagogical approach, and of the importance of providing skills development opportunities for graduate students, the University agrees to provide enhanced training through the Centre for Excellence in Learning and Teaching (CELT).

This optional training will consist of a one-time (per employee, not once each contract) up to two (2) hours of EDI-focused online workshop training offered through the CELT, and a one and a half (1.5) hour professional development online workshop offered through the CELT, compensated at the employee's regular rate at the time the workshop(s) are completed and paid conditional on demonstrated completion of the workshop training. Such paid professional development training will commence in the Fall 2022 semester and will be limited only to Teaching Assistant or Graduate Assistant contracts.

LETTER OF UNDERSTANDING #5 RE GRADUATE ASSISTANCE FUND ARTICLE 21.02

Notwithstanding Article 21.02, the existing balance in the fund at the time of ratification ("current balance") is excluded from the limitation on maximum carry forward and will remain in the fund. The effect of this letter is that, in each year of the Collective Agreement, no more than 50% of each year's allocation shall be allowed to accumulate in the fund, in addition to the current balance. If more than 50% of the year's allocation remains unspent at the end of the year, the surplus amount shall be returned to the employer.

Notwithstanding Article 21.03, the existing balance in the fund at the time of ratification ("current balance") is excluded from the limitation on maximum carry forward and will remain in the fund. The effect of this letter is that, in each year of the Collective Agreement, no more than 50% of each year's allocation shall be allowed to accumulate in the fund, in addition to the current balance. If more than 50% of the year's allocation remains unspent at the end of the year, the surplus amount shall be returned to the employer.

This Agreement dated at Toronto this 20 day of September, 2022.

For the Board of Governors of Ryerson
University carrying on Business as Toronto
Metropolitan University

DocuSigned by:

 Mohamed Lachemi

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Mohamed Lachemi - President



Julia Shin Doi – Board Secretary

For the Canadian Union of Public Employees,
Local 3904, Unit 3

 Laurie Jacklin

Digitally signed by Laurie Jacklin
Date: 2022.08.25 11:41:48 -04'00'

Laurie Jacklin – President



Michael Fraschetti – Unit 3 Vice President