

**Union proposals for
renewal Collective
Agreement negotiations**

**between U of T and CUPE
3902, Unit 5**

*Without prejudice or precedent.
Subject to errors and omissions.
The Union reserves the right to
introduce additional proposals.*

October 3, 2023

2PM

Proposal #1

ARTICLE 19: POSTINGS

19.0X The Parties acknowledge that a postdoctoral fellowship is a research appointment. Some Postdoctoral Fellows may teach and/or train students during the course of their research.

19:01 The Parties acknowledge that Postdoctoral Fellow candidates come to the attention of, and are selected by, potential supervisors through a number of avenues, including direct communication with a candidate(s) and/or with colleagues.

19:02 In the event that the University chooses to post for Postdoctoral Fellow opportunities, the University agrees that a hiring decision will not be made sooner than ten (10) working days after the date of posting. For clarity, this provision shall in no way limit the University's discretion to recruit and hire in accordance with Article 19:01.

19:03 A posted opportunity will, in addition to reasonable locations of the University's choosing, be posted on Department websites and provided electronically to the Union within five (5) working days of being posted. Notices shall be removed from Department websites once the vacancy has been filled.

19:04 A posting will identify the following: description of the area or topic of research, remuneration, supervisor and academic unit, date of posting and application deadline, start date and duration of the appointment, required qualifications, the application procedure, and any documentation required for application (e.g., CV, references, publications, etc.). All postings shall include an employment equity statement inviting all qualified applicants to make application.

All postings shall include the following statement: "Employment as a Postdoctoral Fellow at the University of Toronto is covered by the terms of the CUPE 3902 Unit 5 Collective Agreement."

All postings shall include the following statement: "The normal hours of work are 40 hours per week for a full-time postdoctoral fellow (pro-rated for those holding a partial appointment) recognizing that the needs of the employee's research and **professional development training** and the needs of the supervisor's research program may require

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flexibility in the performance of the employee's duties and hours of work." If it is known at the time of posting that the supervisor will regularly require evening or weekend work, this will be indicated in the posting.

19:05 All applicants who apply in response to a posting under this Article shall be advised in writing of the outcome of their applications within ten (10) working days after the receipt in the Department of employment of the written acceptance of the position by the successful candidate.

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ARTICLE 20: HOURS OF WORK

20:01 The normal hours of work shall be forty (40) hours per week (pro-rated for those holding a partial appointment), recognizing that the needs of the employee's research and **professional development training** and the needs of the supervisor's research program may require flexibility in the performance of the employee's duties and hours of work over the course of a monthly pay period.

20:02 No employee shall be required by a supervisor to work more than **forty-four** ~~forty~~ **(44)** ~~50~~ hours in any one (1) work week or more than one hundred and seventy-three (173) hours in any monthly pay period.

20:03 An employee must obtain advance written approval from the supervisor to be paid for hours of work in excess of one hundred and seventy-three (173) in any monthly pay period.

20:04 If an employee complies with Article 20:03, the employee will be entitled to either overtime pay or compensatory time off in lieu of overtime pay. Such overtime pay shall be calculated at a rate of 1.5 hours for every additional hour worked.

20:05 When an employee requests compensatory time off in lieu of overtime pay in accordance with 20:04 above, the employee will discuss this request with the supervisor and time in lieu will be taken on date(s) mutually agreeable to the supervisor and employee and not later than six (6) months following the pay period in which the time was earned and prior to the end of the employee's contract. In the event agreement cannot be reached, the employee shall be compensated in accordance with Article 20:04.

20:06 Employees shall submit to the Business Officer designated by the supervisor, in writing, no later than the first working day of the week, the number of hours the employee worked in the previous week. If the employee fails to do so, the hours worked for the previous week shall be deemed to be forty (40), or the regular weekly hours of work if the employee holds a part-time appointment unless the supervisor has authorized overtime pursuant to Article 20:03.

20:07 If a supervisor approves an employee's attendance at a conference, seminar or workshop, ~~time spent travelling to and from such events and time spent attending such~~

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~~events shall be deemed to be part of the employee's normal hours of work in accordance with Article 20:02 and shall not result in overtime compensation in accordance with Article 20:04. It~~ is the mutual responsibility of the supervisor and the employee to make necessary adjustments to the employee's schedule such that the hours of work fall within one hundred and seventy three (173) per monthly pay period in accordance with Article 20:02, unless advance written approval for overtime has been granted in accordance with Article 20:03.

20:08 The Parties recognize that some ~~Postdoctoral Fellows~~ **postdoctoral fellowships** may ~~teach. include teaching as a component of the overall fellowship which shall be communicated as part of the initial engagement, notwithstanding that such teaching when conducted by postdoctoral fellows is not covered by this Collective Agreement. Teaching cannot be a mandatory component of a postdoctoral fellowship. The Employer shall not unreasonably deny a Postdoctoral Fellow teaching appointments.~~

The Parties recognize that supervisors and employees may reach an agreement to ~~add include~~ teaching as a component of ~~a the overall fellowship~~ **which may be negotiated as part of the initial engagement or** during the course of employment as a postdoctoral fellow that is subsequent to the initial engagement. In ~~those~~ cases in which supervisors and employees reach such an agreement, a ~~revised~~ letter of offer will be issued to the employee stipulating the teaching component, notwithstanding that such teaching when conducted by postdoctoral fellows is not covered by this Collective Agreement.

~~When teaching forms part of the overall fellowship, the employment in this Bargaining Unit will be understood to be on a part-time or partial basis for the purpose of this clause. It is further understood that, in these cases, the total regular hours of work including both teaching employment and fellowship employment shall not exceed one hundred seventy three (173) hours of work per monthly pay period in accordance with Article 20:02.~~

The University will provide to the Union a list of appointments made under 20:08 on an annual basis.

20:09 ~~Except where teaching is made part of the overall fellowship in accordance with Article 20:08, a~~ **An** employee may accept a teaching position at the University of Toronto in recognition of the required flexibility in research and **professional development training** in

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Article 20:01. Employees may accept teaching positions at the University of Toronto provided that no duties related to the teaching position (e.g., preparation, office hours, marking/grading, lectures, tutorials, etc.) occur during normal hours of work for the postdoctoral fellow unless otherwise agreed to with the supervisor ~~and also provided that the postdoctoral fellow agrees with the supervisor to an appropriate adjustment, if any, in the hours of work and, where appropriate, remuneration so as to ensure that the employee's regular total hours of work do not exceed one hundred seventy three (173) hours per monthly pay period in accordance with Article 20:02.~~

20:10 If a full-time Postdoctoral Fellow also has a teaching appointment at the University of Toronto, and the combined hours worked averaged over a monthly pay period exceed one hundred and seventy three (173), every hour worked exceeding one hundred and seventy three shall be considered overtime and paid at 1.5 times their hourly teaching rate.

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ARTICLE 21: APPOINTMENTS

21:01 Appointments shall be for periods of at least **twenty-four (24) ~~twelve (12)~~** months in circumstances where funding has been secured save and except the following:

- a) Funding is for a period of less than **twenty-four (24) ~~twelve (12)~~** months;
- b) Employee is available for a period of less than **twenty-four (24) ~~twelve (12)~~** months;
- c) Supervisor is available for a period of less than **twenty-four (24) ~~twelve (12)~~** months;
- d) Research project is expected to conclude in a period of less than **twenty-four (24) ~~twelve (12)~~** months;
- e) Any circumstances arising from conditions that are beyond the University's control (e.g., immigration, required permits and protocols, availability of research infrastructure, etc.).

21:02 **The Employer shall provide a Postdoctoral Fellow three (3) months notice prior to the last day of the contract as indicated in the letter of offer that their employment contract will not be continued. Without notice, a Postdoctoral Fellowship will automatically renew for one (1) year.** ~~Unless otherwise indicated, it is understood that the employment relationship will end on the last day of the contract as indicated in the letter of offer. In such cases, no additional notice is required.~~

21:03 ~~Both the Postdoctoral Fellow and~~ **The University may terminate the employment relationship early by providing three (3) months written notice. The University retains the discretion to provide the equivalent of three (3) months' salary in lieu of working notice. The Union will be informed without undue delay of early terminations made by the University pursuant to this clause. A Postdoctoral Fellow may terminate their postdoctoral fellowship pursuant to the Employment Standards Act (2023).**

In the event an employee is terminated in accordance with this clause, the University shall provide the reason for such early termination to the employee **and the Union. The Employer shall schedule a meeting with the employee within five (5) working days after the decision is made to terminate the employee. The employee has a right to Union representation at this meeting.**

~~Early terminations in accordance with this Article are not subject to the grievance and arbitration procedure outlined in Articles 9 and 10.~~

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21:04 The maximum duration of a Postdoctoral Fellow employment contract including all renewals is six (6) years.

21:05 Once in each contract year, the Union shall be entitled to request by letter to the Executive Director of Labour Relations a copy of all letters of offer for active Bargaining Unit employees in not more than three (3) Departments. Upon receiving this request, the University will provide the Union with copies of those letters with fifteen (15) working days. The Union agrees to keep the contents of these letters confidential.

21:06 At the request of an Employee nearing the end date of an appointment, a meeting shall be held between the Employee and their Supervisor.