

**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.*

November 16, 2023

Proposal # 6

ARTICLE 25: BENEFITS

25:01 Employees are required to participate in the Postdoctoral Fellow Health and Dental Benefit Plan. See Schedule A.

25:02 The Parties agree to be governed by the provisions and regulations of the Postdoctoral Fellow Health and Dental Benefit Plan for the term of the Agreement.

25:03 The Union agrees that the University can change the benefit plans and/or carriers for the benefits on prior notice to, and discussion with, the Union.

25:04 Participation in the Health and Dental Benefit Plan is a condition of employment. Only employees who have health and dental insurance coverage through their spouse will be exempted from participation.

25.05 The Employer will pay one-hundred percent (100%) of UHIP premiums during the initial three months of employment for any member of the bargaining unit required to enrol in the program. International postdoctoral fellows who are covered by UHIP will be able to access and use campus health clinics.

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SCHEDULE A: HEALTH AND DENTAL BENEFIT PLAN

Effective January 1, 2023 ~~July 1, 2020~~, the University agrees to contribute **eighty-five (85%)** ~~fifty percent (50%)~~ towards the cost of the billed rates of premiums for employees participating in the University of Toronto Health and Dental Plan in effect on December 31, 2019~~22~~ in accordance with the provisions and regulations of the said plan during the term of this Agreement. **Dental coverage will be \$2500 per covered person per calendar year and vision coverage for prescription eyeglasses or contact lenses or medically necessary contact lenses will be \$1000 per 24 months. There will be no plan limit for medical items and services, emergency transportation or professional services.** Participation in said Health and Dental Plan is required as a condition of employment, unless the employee chooses to be exempt pursuant to Article 25.04 due to spousal coverage.

~~For employees with partial appointments of twenty-five (25) percent or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage of a full-time appointment.~~

Clarity note: It is agreed and understood that employees whose appointments in this bargaining unit are less than 100% pursuant to the operation of Articles 20:08 or 20:09 will not be considered partial appointments for the purposes of benefits.

Effective ~~July 1, 2020~~ January 1, 2023 the following will apply: Changes to billed rates of premiums will take effect with the annual benefits renewal (currently each ~~July 1~~). Within two (2) months prior to any change in employee premiums for the CUPE 3902 Unit 5 Health and Dental Plans, representatives of the University and the Union will meet to review and discuss the financial status of the Health and Dental plan.

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ARTICLE 11: LEAVES

Pregnancy Leave

11:01 ~~An employee who has been employed for at least thirteen (13) weeks and who is pregnant~~ **An employee that is pregnant** 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. Where the University requests the submission of a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynecologist, midwife) confirming that the employee is pregnant and the probable date of delivery, such certificate shall be at the University's expense. 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 be extended beyond the ending date of the employee's appointment.~~ **If an employee's leave extends beyond the period of appointment, the employee may elect to pause their postdoctoral fellowship and resume it upon their return to work. The employee shall be reinstated to the position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of the appointment.**

An employee may return to work ~~within the original period of appointment~~ upon giving two (2) weeks' notice in writing of intention to do so or upon confirming previous arrangement for return. The employee shall be reinstated to the position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of the appointment.

11:02 In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may begin the leave immediately, but shall notify the employing Department as soon as possible, but no later than ~~ten (10) working days~~ **two (2) weeks** subsequent to the first day of leave; on request and at the University's expense, the employee shall provide a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynecologist-**gynaecologist**, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth. **An employee does not lose their right to pregnancy leave or the benefits described in this Article if they do not provide notice in advance of these circumstances.**

11:03 The University will pay the lesser of **one thousand (1000)** ~~eight hundred (800)~~ dollars or ninety-five (95) percent of salary during the one (1) week waiting period for Employment Insurance benefits, provided that the employee applies for, and receives, Employment Insurance.

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For the next ~~fifteen (15)~~ **sixteen (16)** weeks, or until the end of the appointment (whichever comes first), the University will pay the lesser of **six hundred (600)** ~~four hundred (400)~~ dollars or the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of the actual weekly salary which the employee was receiving on the last day worked prior to the commencement of the maternity leave, provided that the employee provides proof that the employee has applied for, and is receiving, Employment Insurance benefits and the amount of those benefits.

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

Parental Leave/Adoption Leave

11:04 An employee who ~~has been employed for at least thirteen (13) weeks and who is~~ the parent of a child is entitled to a leave of absence without pay following (a) the birth of the child; or (b) the coming of the child into the custody, care and control of the employee for the first time.

Both parents will be eligible to take a parental leave as follows:

- i. Up to sixty-one (61) weeks of parental leave for employees who take pregnancy leave;
- ii. Up to sixty-three (63) weeks of parental leave for all other new parents; or
- iii. Such shorter or longer period of time as might be required under the Employment Standards Act, 2000 from time to time.

~~Application for such~~ **Notice of** leave shall be submitted in writing to the employing Department at least two (2) weeks in advance, indicating the date on which the leave is to begin. Parental leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the employee for the first time. Parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of the employee for the first time. **Parental leave has to be started, but does not have to be completed, within this seventy-eight (78) week period.**

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In the case where the employee who is the parent of a child stops working because they child comes into custody, care, and control of the parent for the first time sooner than expected, the employee must provide written notice that the employee wishes to take leave within two (2) weeks after stopping work.

An employee may return to work within the original period of appointment upon giving two (2) weeks' notice in writing of the intention to do so or upon confirming the previous arrangement for return. The employee shall be reinstated to the position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of the appointment. **If an employee's leave extends beyond the period of appointment, the employee may elect to pause their postdoctoral fellowship and resume it upon their return to work. The employee shall be reinstated to the position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of the appointment.**

The University will pay the lesser of ~~eight hundred (800)~~ **one thousand (1000)** dollars or ninety-five (95) percent of salary during the one (1) week waiting period for Employment Insurance benefits, provided that the employee applies for, and receives, Employment Insurance.

For the next eight (8) weeks, or until the end of the appointment (whichever comes first), the University will pay the lesser of (A) ~~four hundred (400)~~ **six hundred (600)** dollars per week

or

(B) the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of the actual weekly salary which the employee was receiving on the last day worked prior to the commencement of the parental leave, provided that the employee provides proof that the employee has applied for, and is receiving, Employment Insurance benefits and the amount of those benefits. The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e., 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act.

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Non-Birth Parent Leave

11:05 Upon the birth or adoption of a child, a non-birth parent shall be entitled to up to one (1) week without loss of pay within six (6) weeks of the birth of the employee's child, or the coming of the child into the care, custody and control of a parent for the first time. Such requests shall be made as far in advance as possible. For clarity, this provision is available to any non-birth parent.

Absence from Work for Union Business – Collective Bargaining Meeting

11:06

(a) The University agrees to recognize a bargaining committee composed of no more than five (5) employees in the Bargaining Unit in addition to any other Union or Local executive committee members or Union or Local staff. The Union shall advise the University in writing of all members of the Union bargaining committee. (b) It is agreed that attendance at a scheduled collective bargaining meeting with the University is considered work time and each member of the Union bargaining committee from the Bargaining Unit shall be entitled to attend the meeting without loss of pay. Each affected member shall provide the supervisor(s) with as much advance notice as possible.

(c) Without limiting the desirability of providing as much advance notice as possible, employees entitled to leave under this Article shall endeavour to provide a minimum of two (2) working days' notice of the employee's anticipated absence to the employee's supervisor(s)

Absence from Work for Union Business – Grievances

11:07

(a) Where attendance at a grievance meeting or an arbitration hearing unavoidably conflicts with any scheduled work time arising from current employment in this Bargaining Unit, those Union Stewards, Officers, grievors and witnesses whose presence is required shall be entitled to attend without loss of pay. Each affected member shall provide the supervisor(s) with as much advance notice as possible.

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(b) Without limiting the desirability of providing as much advance notice as possible, employees entitled to leave under this Article shall endeavour to provide a minimum of two (2) working days' notice of the employee's anticipated absence to the employee's supervisor(s).

Sick Leave

11:08

(a) Employees who are unable to attend work due to illness or injury, shall be granted up to five (5) sick days per contract year, ~~or a pro-rated portion equivalent thereof for any portion of an employee's appointment that is less than twelve (12) months and for employees holding partial or part-time appointments.~~

(b) To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify the supervisor of the employee's absence and expected date of return to work.

(c) **After three (3) consecutive days of sick leave, Employees** may be required to provide a physician's certificate, at the University's expense, upon return to work. All certifications by medical practitioners respecting sickness or injury shall be treated as confidential.

(d) Sick leave credits shall not accumulate from one period of employment to another.

(e) Where an employee is unable to perform duties because of illness or injury for a period beyond the period of paid sick leave, the employee may request sick leave without pay for the period of illness or injury, or the end of the contract, whichever comes first.

Surgery Hospitalization and Serious Illness

(f) An employee who provides a certificate from a licensed physician confirming that the employee is unable to attend work and/or perform duties due to **required surgery, hospitalization, course of treatment, and/or serious physical or mental illness is entitled to up to four (4) months paid leave at the employee's regular rate of pay during the period of the employee's appointment** ~~a serious illness, required surgery and/or hospitalization may be granted up to two (2) months of paid leave at the employee's regular rate of pay during the period of the employee's appointment.~~ For clarity, this includes leaves pertaining to gender reassignment.

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Accommodation/Return to Work

11:09 The University recognizes its duty to accommodate employees with disabilities in accordance with the Ontario Human Rights Code.

(a) Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, the Union may assign a Union representative to represent the employee. The University may request that the Union appoint a Union representative to participate in discussions regarding a particular case before a dispute arises. The University shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to representation.

(b) With the written consent of the employee, the designated Union representative shall have access to any relevant medical information related to the accommodation and/or return to work of the employee.

(c) Where appropriate supporting medical documentation indicates that the employee requires accommodation in order to fulfill the essential duties of their job, a workplace accommodation plan will be developed by Health and Well-being Program and Services in consultation with the employee and the supervisor.

(d) Documentation pursuant to this Article will be kept in confidence and made available to relevant individuals strictly on a need-to-know basis. For clarity, the employee's supervisor shall only have the information necessary to implement the accommodation.

Bereavement Leave

11:10 The University will grant up to three (3) days of paid leave in the event of the death of an employee's spouse or partner, children, grandchildren, parents, sibling, and grandparents, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g., a close friend). If extensive travel is required, the employee shall be permitted no fewer than five (5) consecutive days of leave per contract year without loss of pay. For clarity, the foregoing is inclusive of step and in-law relations and relations regardless of gender.

Compassionate Leave

11:11 Upon request, an employee shall be granted leave without loss of pay for up to one (1) week to attend to an ill relative, spouse, child or close associate, at the employee's request once per contract year. With approval from the supervisor, an employee's compassionate leave may be taken over non-consecutive days. Unpaid compassionate leaves under this article may be granted during the same contract year.

Jury Duty Leave

WITHOUT PREJUDICE OR PRECEDENT

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11:12 Upon written request, supported by a copy of the summons, an employee shall be granted leave without loss of pay of no longer than one (1) week or until the end of the appointment (whichever comes first), to appear for, sit for, or serve jury duty, or Crown witness service, provided that upon return to work the employee shall provide the supervisor with written confirmation of the date(s) and time(s) on which the employee appeared and/or served, signed by an appropriate official of the Court. An employee who requires additional leave to serve jury duty or Crown witness service supported by a summons shall be granted leave without pay for the additional period required or until the end of the appointment (whichever comes first).

Union Conventions

11:13 Subject to the approval of the supervisor(s) concerned, and upon written request submitted at least ten (10) working days in advance, leave of absence without pay shall be granted to not more than two (2) employees at any one time, who may be elected or selected by the Union to attend any authorized labour convention. Such leave of absence is to be confined to the actual duration of the convention and the necessary travelling time. Such leave shall not exceed five (5) working days per year for each employee to whom such leave is granted.

Domestic or Sexual Violence Leave

11:14 Employees are entitled to Domestic or Sexual Violence leave pursuant to the Employment Standards Act, 2000. All provisions of the Act pertaining to this leave shall apply.

Employees are eligible for such a leave if they or their child(/ren) have experienced or been threatened with domestic or sexual violence, for the purposes set out in the ESA.

Such leave of absence shall be without loss of pay for up to one (1) month at the employee's regular rate of pay during the period of the employee's appointment, ~~and~~ **the remainder of the ESA entitlement (ie, the remainder of up to ten (10) individual days and up to fifteen (15) individual weeks) shall be without pay.**

~~Written request for such leave along with any related documentation and correspondence shall be submitted to Health and Well-Being Programs & Services.~~

An employee will give notice that they are taking such a leave and provide any related documentation and correspondence to the Family Care Office.

Reproductive Procedure Leave

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11.0X The Employer shall grant up to 12 days of paid leave for employees accessing assisted reproductive procedures. This includes, but is not limited to, diagnostic and treatment procedures, IUI, IVF, and surrogacy. This leave is available to employees accessing assisted reproductive procedures or employees supporting another person undergoing fertility treatment. This leave shall not be unreasonably withheld.

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ARTICLE 9: GRIEVANCE PROCEDURE

Definition

9:01

(a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

~~(b) The following shall not be subject to the Grievance Procedure:~~

~~(i) the fact of the University's failure to extend a contract beyond its defined end date; or~~

~~(ii) any difference arising out of any hiring decision and/or failure to hire for any position;~~

~~Save and except circumstances in which the Union alleges a breach of Articles 4:01, No Discrimination, and/or 21:03, Appointments.~~

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ARTICLE 16: UNION SECURITY

16:01 Membership in the Union shall be on a voluntary basis; however, as a condition of employment, each employee shall have deducted by the University from each monthly pay during the term of the Agreement an amount equivalent to the Union dues or any assessments as are uniformly levied upon all members of the Union in accordance with its Constitution and By-laws. The amount of such dues shall be certified to the University in writing by the Secretary-Treasurer of the Union. Notice of any change in dues must be provided in writing to the University by the Secretary-Treasurer of the Union. Where the change is solely a change in the percentage rate of dues deducted, it shall be effective on the first day of the month following the period of thirty (30) days from actual receipt of the notice; other changes shall be effective on the first day of the month following the period of sixty (60) days from actual receipt of the notice. The University shall not be required to implement any change in dues affecting only a portion of the monthly pay.

The University shall remit the amount deducted in accordance with this Article to the Union not later than ten (10) working days from the date on which the deduction has been made. Each remittance to the Union shall be accompanied by an electronic list of the employees from whose pay the deductions have been made. This list shall also include personnel numbers; title; first name; middle and last name; Union dues; monthly salary; department of work; addresses; telephone number(s); and e-mail addresses as may exist in the University's HRIS system. On an academic term (i.e., three times a year) basis, the University shall provide an electronic listing of first name, last name, department of employment, and start and end date of current contract of all employees in the Bargaining Unit. In addition, the University agrees to provide a count of the number of international postdoctoral fellows in the Bargaining Unit on an academic term (i.e., three times a year) basis. The provision of any information by the University shall be in the form and/or format determined by the University, which may be varied by the University at the University's sole discretion. The University agrees to provide the Union with two (2) months advance notice of its intention to alter the form and/or format.

16:02 All enquiries concerning Union dues or dues deductions should be directed to CUPE/SCFP, Local 3902, 208 Bloor Street West, Suite 300, Toronto, Ontario M5S 2V6, telephone: 416 593-7057 email: info@cupe3902.org.

16:03 The Union will indemnify and save the University harmless from any and all claims which may be made against it by an employee(s) for amounts deducted from pay as provided for in this Article.

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16:04 The University agrees to inform all new employees that a collective agreement is in effect in each employee's letter of offer of employment.

In the interest of environmental conservation, the collective agreement will be posted on the University's Human Resources & Equity website in a searchable format and the link to said website will be provided to all employees in the Bargaining Unit in each employee's letter of offer of employment.

The University will provide the Union with a searchable electronic copy and fifty (50) printed copies of the Collective Agreement.

16:05 a) The Hiring Department shall include in its written employment offers sent electronically to individuals for appointments covered by this Agreement, the following statement "A statement about the Union prepared by the Union, along with other information about the Union can be found on the Union's website ([WEB ADDRESS]). All of this information is that of the Union, represents the views of the Union and has not been approved or endorsed by the University."

b) In the event that a Department makes written employment offers to individuals for appointments covered by this Agreement that are not sent electronically, the Department shall provide the following statement to the individual in an electronic correspondence: "A statement about the Union prepared by the Union, along with other information about the Union can be found on the Union's website ([WEB ADDRESS]). All of this information is that of the Union, represents the views of the Union and has not been approved or endorsed by the University." This electronic correspondence shall be provided at or prior to the time the employee receives the written job offer of an appointment in the bargaining unit, but in any event, no later than the start date of the appointment.

c) The placeholder "[WEB ADDRESS]" referred to in paragraphs a) and b) shall contain the web address for the CUPE Local 3902, Unit 5 home page that is a central hub for navigating information concerning CUPE Local 3902, Unit 5 and the words "Union's website" and/or [WEB ADDRESS] in paragraphs (a) and (b) above shall also contain an embedded link that, when clicked, takes the user directly to the CUPE Local 3902, Unit 5 home page that is a central hub for navigating information concerning CUPE Local 3902, Unit 5. For clarity, neither the placeholder "[WEB ADDRESS]" nor the embedded link shall link the user directly to any particular document(s).

16:06 The University agrees to issue, upon request from the Union in writing, to **any member of staff or Officer** the ~~Staff Representative(s)~~ of the Union:

a) A library card (valid at both Robarts Library and Bora Laskin Law Library).

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b) A valid username/password to access the University's Campus Wireless Network.

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

16:07 One employee per year who is appointed, selected, or elected to work for the Union as the Vice-Chair, Unit 5, shall at the written request of the Union receive a release from the employment duties under this Collective Agreement of up to twenty (20) hours per month. The employee shall continue to be paid by the University for these twenty (20) hours, but the Union shall reimburse the University for the wages and benefit costs arising from these twenty (20) hours upon receipt of a statement of the amount owing.

16:08 The University will pay to the Union on ratification, on 15 May 2018, and on 15 May 2019 the sum of five thousand dollars (\$5,000) for the purpose of defraying costs associated with the administration of the Collective Agreement.

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ARTICLE 23 - GENERAL

Courses/Training

23:01

(a) If an employment supervisor requires an employee to attend a course and/or training as part of the employee's employment, it will be considered paid time and the employee shall not be responsible for the cost of the course and/or training.

(b) Employees shall have access to career counselling services and workshops, provided through the University's Career and Co-Curricular Learning Network (St. George), Career Centre (UTM), and Academic Advising & Career Centre (UTSC).

(c) The University will provide Graduate Centre for Academic Communications workshops and immigration sessions to Postdoctoral Fellows.

Office, Research, and Laboratory Facilities

23:02

(a) Departments shall ensure that insofar as possible, consistent with the physical facilities available to the Department, employees shall be provided with an appropriate place for work and with the use of such other facilities and equipment as are required for the performance of their duties. This may include such books, laboratory equipment, **computers, software, ergonomic chairs** and the use of such materials as are deemed by the supervisor to be necessary for the performance of their duties. Any such materials shall remain the property of the University.

(b) Employees will be extended library and internet access.

(c) Employees shall have the right to use photocopy equipment on the same basis as other members of the staff in their Department of employment as required for the performance of their assigned duties.

(d) The Employer shall provide access to all digitized library resources in perpetuity, through the VPN and the employee's University login, without incurring any subscription fees upon the cessation of employment of any member of the bargaining unit.

Listserves

23.03 Employees shall be included on general departmental listservs as appropriate.