

**IN THE MATTER OF A GRIEVANCE BETWEEN:**  
**THE UNIVERSITY OF TORONTO (the “University”)**  
**and**  
**CUPE LOCAL 3902, Unit 6 (the “Union”)**

**Re: Group Grievance CUPE#2022-066/LR#7177 dated October 28, 2022**

**MEMORANDUM OF SETTLEMENT**

WHEREAS the Union filed the following grievance:

- Group Grievance dated October 28, 2022 (CUPE#2022-066) – September 2023 prorated pay for IFP Sessional Instructors

AND WHEREAS the parties are desirous of fully and finally resolving any issues that were raised or could have been raised in this matter;

WITHOUT PREJUDICE OR PRECEDENT, the University and the Union agree as follows:

1. In recognition of the required course preparation work performed by the group of full-time continuing IFP Sessional Instructors on September 1, 2022 and September 2, 2022, the University shall pay each of the full-time continuing IFP Sessional Instructors their regular salary for September 1, 2022 and September 2, 2022. The payment for each of these two (2) days will also result in the proration of pay for Labour Day 2022 such that the full-time continuing IFP Sessional Instructors will receive an amount equivalent to the difference between the 90% pay for Labour Day 2022 already paid and the full 100% pay for that day. For clarity, the pay of any employee(s) in the closed group will be prorated accordingly for the days worked as well as for Labour Day 2022.

2. For the 2023 and 2024 academic years, the University will require the full-time continuing IFP Sessional Instructors returning from sessional layoff to perform six (6) full days of paid course preparation work prior to the commencement of classes in each of those academic years. For clarity, this will result in the recall dates for those full-time continuing IFP Sessional Instructors returning from sessional layoff being August 29, 2023 and, based on current projections, August 27, 2024 respectively. For clarity, it is understood and agreed that full-time continuing IFP Sessional Instructors will be paid for time actively worked in accordance with Note to Salary Grid (3) of the applicable Annual Salary Grid for Full-Time Continuing IFP Sessional Instructors as set out in the Collective Agreement. For further clarity, pay for full-time continuing IFP Sessional Instructors returning from sessional layoff will commence on August 29, 2023 and August 27, 2024 respectively.

3. The Union hereby withdraws the above-noted grievance and will not refile it in whole or in part, nor will it file any other grievance(s) relating to any issue that was or could have been raised in this grievance.

4. Nothing in this Memorandum is, nor shall it be construed as, any admission by the University of any breach of the collective agreement or any other liability to the Grievors or the Union in connection with the grievance, which has been and is denied.

5. The parties agree that this agreement is made without prejudice or precedent to the rights of the University or the Union in any other matter and shall not be referred to or relied on in any other matter for any purpose whatsoever.

6. By the signature of authorized representatives hereunder the University and the Union confirm their agreement to the terms of Settlement set out herein.

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7. This Memorandum of Settlement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including signatures transmitted by facsimile or emailed PDF, shall be construed together, and shall constitute one and the same agreement.

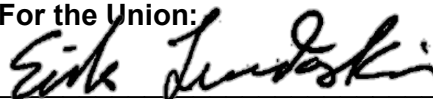
For the University:



7/21/23

DATE

For the Union:



July 21, 2023

DATE