

**Employment File**

- 18:07 An employment file shall be maintained within each Department for each employee employed within it, which shall be separate from the employee's other records, if any. The employment file shall contain only those documents bearing the employee's signature, acknowledging receipt only, and relating to the employee's employment.
- 18:08 An employment file shall be available within the Department for use in making decisions relating to employment by the Employer, including decisions relating to advancement, but no documents contained therein shall otherwise be released physically, electronically or orally outside the Department without the employee's (or former employee's) prior consent in writing.
- 18:09 A person who applies for a position in a Department other than that of previous employment shall be deemed to have given prior consent to the release of their employment file to the Department to which application has been made, and to its transfer to that Department should employment be accepted in it.
- 18:10 An employee, or former employee within two (2) years from the termination of most recent employment, may inspect the employee's, or former employee's, employment file on request. The Employer shall provide the employee, or former employee, copies of any document contained in the employment file upon request.

Examination of the employment file may be made after the employee or former employee gives notice of the desire to do so, and under the conditions which, the Department deems appropriate to ensure the security of the file. An employee or former employee shall have the right to respond in writing to any document contained therein. Such reply shall be included in the employment file.

**ARTICLE 19: LEAVES****Short-Term Leave**

- 19:01 With the approval of the supervisor(s) concerned, an employee may arrange to exchange duties, or for another employee or faculty member to substitute for him/her for periods not to exceed one (1) week at a time. If the employee is unable to find a suitable substitute the Employer shall arrange for a substitute for the employee on a short-term leave. Permission for such exchanges or substitutions shall be requested as far in advance as possible and shall not be unreasonably withheld.

**Union Conventions**

- 19:02 Subject to the approval of the supervisor(s) concerned, and upon written request submitted at least twenty (20) 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 ten (10) working days per year for each employee to whom such leave is granted.

**Academic Conferences**

- 19:03 An employee who has been invited to deliver a paper, present research findings, chair a session, or serve as a discussant at an academic conference may utilize the provisions of Article 19:01

(Short-Term Leave) for the time necessary to travel to and from the conference, and to discharge his/her obligations at the conference.

#### **Absence from Work for Union Business - Negotiations**

19:04

- (a) The Union shall advise the Employer in writing of all members of the Union bargaining committee. For the purpose of negotiations between the parties and as provided in and pursuant to Articles 27:01 and 27:02, the Employer agrees to pay not more than five (5) members of the Union bargaining committee the equivalent of five (5) hours' pay at the Sessional Instructional Assistant rate in respect of each attendance at scheduled negotiations with the Employer. Such payment shall be in addition to any payments resulting from employment in this bargaining unit.
- (b) Where a member of the Union bargaining committee encounters an unavoidable conflict between any scheduled contact hours arising from current employment in this bargaining unit and attendance at a scheduled negotiation meeting with the Employer, the member of the Union bargaining committee shall be entitled to attend the negotiation meeting without loss of pay. The affected member shall provide his/her supervisor(s) with as much advance notice as possible.

#### **Absence from Work for Union Business – Grievances**

19:05 Where attendance at a grievance meeting or an arbitration hearing unavoidably conflicts with any scheduled contact hours 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. The affected member shall provide his/her supervisor(s) with as much advance notice as possible.

19:06 Without limiting the desirability of providing as much advance notice as possible, employees entitled to leave under Articles 19:04 and 19:05 shall endeavour to provide a minimum of two (2) working days' notice of the employee's anticipated absence to the employee's supervisor(s).

#### **Union Leave**

19:07 An employee who is appointed, selected or elected to work for the Union (including the CUPE National and/or any labour bodies to which the Union is affiliated) shall at the written request of the Union receive a temporary leave of absence for a period not to exceed the remainder of the employee's current period of employment, or the term of office, whichever is shorter. Employees on such leaves of absence will continue to be paid by the Employer, but the Union shall reimburse the Employer for such wages and benefit payments upon receipt of a statement of the amount owing.

19:08 Wherever possible, an employee entitled to leave under Article 19:07 shall provide one (1) month's notice of the employee's anticipated absence to the employee's supervisor(s). Union leave shall not be granted to more than two (2) employees at any one time.

#### **Pregnancy Leave**

The Employer agrees that nothing in these provisions, nor in the Collective Agreement, precludes an employee who is pregnant from applying for posted work for which she is qualified. Further, the Employer agrees that:

19:09

- (a) 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. Where the 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.
- (b) 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 current period of employment in that Department, except as otherwise provided for in this article.
- (c) Employees who are eligible for pregnancy leave per the paragraphs above are entitled to choose one of the two (2) following benefits:
  - A) Leaves of ten (10) weeks or less shall not result in an interruption of regular monthly instalments. Leaves longer than ten (10) weeks shall be without pay for the period which exceeds the first ten (10) weeks of such leave.

Or

  - B) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit, a supplementary benefit will be provided. The University will pay the employee ninety-five (95) percent of regular pay during the two (2) week waiting period for Employment Insurance benefits, and, for the next fifteen (15) weeks, or until the end of the appointment (whichever comes first) will pay the difference between Employment Insurance benefits and ninety-five (95) percent of the actual salary which she was receiving on the last day worked prior to the commencement of the maternity leave, provided that the employee applies for and receives Employment Insurance benefits.
- (d) An employee may return to work within the original period of employment upon giving two (2) 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 work of a comparable nature at the same rate of pay for the remainder of her original period of employment.
- (e) In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may begin her leave, but shall notify her employing Department as soon as possible, but no later than ten (10) working days subsequent to her first day of leave. The employee shall provide, at the Employer's expense, a doctor's certificate from a legally qualified medical practitioner (e.g. physician, obstetrician/gynaecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth.
- (f) For the purpose of eligibility for advancement only, where the leave exceeds fifty percent (50%) of the appointment the employee's time on such leave shall not be counted in determining whether the required time frame for advancement eligibility under Article 14:02 for Sessional Lecturers (or 16:02 for Writing Instructors) is met, i.e. in determining if an individual has met the specific minimum requirements for advancement as set out in Article 14:02 or 16:02, the "clock would stop" for the duration of said leave. For the purpose of hiring and advancement, an employee whose leave does not exceed fifty percent (50%) of the appointment shall be deemed to have taught the course in accordance with Article 14:12 or 16:11.

**Parental Leave**

19:10

- (a) 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 for up to thirty-five (35) weeks following (a) the birth of the child; or (b) the coming of the child into the custody, care and control of a parent for the first time.
  - (b) An employee who has not taken pregnancy leave is entitled to a leave of absence without pay of up to thirty-seven (37) weeks.
  - (c) Application for such 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 fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent 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 a parent for the first time.
  - (d) In the case where the employee who is the parent of a child stops working because the child comes into the custody, care and control of the parent for the first time sooner than expected, the employee must provide written notice that he/she wishes to take leave within two (2) weeks of stopping work.
  - (e) 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 the leave may not extend beyond the ending date of the employee's current period of employment in that Department.
  - (f) An employee may return to work within the original period of employment upon giving four (4) weeks' notice in writing of his/her intention to do so or upon confirming his/her previous arrangement for return. The employee shall be reinstated to his/her position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of his/her original period of employment.
  - (g) Employees who are eligible for parental leave per the paragraphs above are entitled to choose one of the two (2) following benefits:
    - (a) Leaves of one (1) month or less during the term of an appointment shall not result in an interruption of regular monthly instalments. Leaves longer than one (1) month during the term of the appointment shall be without pay for the period which exceeds the end of the term of employment. No payment will be made which exceeds the end of the term of employment.
- Or
- (b) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit, a supplementary benefit will be provided. The University will pay the employee ninety-five (95) percent of regular pay during the two (2) week waiting period for Employment Insurance benefits, and, for the next eight (8) weeks, or until the end of the appointment (whichever comes first) will pay the difference between Employment Insurance benefits and ninety-five (95) percent of the actual salary which she or he was receiving on the last day worked prior to the commencement of the parental

leave, provided that the employee applies for and receives Employment Insurance benefits.

- (h) For the purpose of eligibility for advancement only, where the leave exceeds fifty percent (50%) of the appointment the employee's time on such leave shall not be counted in determining whether the required timeframe for advancement eligibility under Article 14:02 for Sessional Lecturers (or 16:02 for Writing Instructors) is met, i.e. in determining if an individual has met the specific minimum requirement for advancement as set out in Article 14:02 or 16:02, the "clock would stop" for the duration of said leave. For the purpose of hiring and advancement, an employee whose leave does not exceed fifty percent (50%) of the appointment shall be deemed to have taught the course in accordance Article 14:12 or 16:11.

#### **Non-Birth Parent Leave**

- 19:11 Upon request, an employee shall be entitled to up to one (1) week without loss of pay within four (4) weeks of the birth of the employee's child. Such requests shall be made as far in advance as possible.

#### **Duration of Leave**

- 19:12 Where an employee who qualifies for leave under Article 19:09 and/or 19:10 and/or Article 19:11 commences said leave during one appointment, and he/she has a further appointment in the immediate consecutive term, the employee shall be eligible to continue his/her leave, if there is any entitlement remaining, into that next appointment.

#### **Bereavement Leave**

- 19:13 In the event of a death in the immediate family, an employee who holds a position which involves contact hours shall be entitled, upon request in advance, if possible, to no fewer than three (3) consecutive days leave from scheduled contact hours per session without loss of pay. If extensive travel is required, the employee shall be permitted no fewer than five (5) consecutive days leave from scheduled contact hours per session without loss of pay. Bereavement leave may be extended without pay at the request of the employee.

#### **Compassionate Leave**

- 19:14 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, or close associate, at the employee's request once per academic year. Unpaid compassionate leaves under this article may be granted during the same academic year.

#### **Jury Duty Leave**

- 19:15 Upon written request, supported by a copy of his/her summons, an employee shall be granted leave without loss of pay for up to the duration of the current period of employment to appear for, sit for, or serve jury duty, or Crown witness service, provided that upon return to work he/she shall provide his/her supervisor with written confirmation of the date(s) and time(s) on which he/she appeared and/or served, signed by an appropriate official of the Court.

**Sick Leave**

19:16

- (a) All Sessional Lecturers who are unable to attend regularly scheduled classroom or contact hours due to illness or injury, shall be granted sick days as follows:
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| Up to one (1) FCE per academic session     | Six (6) days of sick leave per academic session.   |
| More than one (1) FCE per academic session | Eight (8) days of sick leave per academic session. |

To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify his/her supervisor and the Chair or Designated Authority of the employing Department as to the expected duration of the illness/injury.

- (b) Sessional Instructional Assistants, Writing Centre Instructors and other Music Professionals who are unable to attend regularly scheduled classroom or contact hours due to illness or injury, shall be granted sick leave on the following basis:
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| Employed for 240 hours or more per academic session: | Up to three (3) days |
| Employed for 140 – 239 hours per academic session:   | Up to two (2) days   |
| Employed for 50 – 139 hours per academic session:    | Up to one (1) day    |

To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify his/her supervisor and the Chair or Designated Authority of the employing Department as to the expected duration of the illness/injury.

- (c) 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 his/her sickness.
- (d) Sick leave credits shall not accumulate from one period of employment to another. Employees may be required to provide a physician's certificate, at the Employer's expense, upon return to work. All certifications by medical practitioners respecting sickness or injury shall be confidential.

**Serious Illness, Surgery and Hospitalization**

19:16

- (e) An employee who provides a certificate from a licensed physician confirming that the employee is unable to attend work and/or perform his/her duties due to a serious illness, required surgery and/or hospitalization may be granted up to two (2) months of paid leave at his/her regular rate of pay during the period of his/her appointment.

**Substitution During Absence**

- 19:17 In the event of an employee's absence by reason of any of the provisions in Article 19 – Leaves, or for any other reason, where substitution or coverage is not otherwise arranged and approved, the Employer shall be entitled to replace the absent employee for the duration of the absence. The provisions of Articles 14, 15, and 17 shall not be applicable.

**Gender Reassignment Surgery Leave**

19:18 An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical procedure(s) related to a physical change from one gender to another shall be granted up to two (2) months of paid gender reassignment surgery leave at the regular rate of pay during the period of his/her appointment.

**ARTICLE 20: HOLIDAYS**

20:01 No employee shall be required to perform any duties on any of the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Year's Eve

nor on any holiday declared by the President of the University of Toronto. An employee shall be entitled to observe holidays of the employee's religion other than those specified above; however, except in situations where it is not possible to do so, the employee shall notify the employee's supervisor in writing of the employee's intention at least two (2) weeks prior to the said holiday.

**ARTICLE 21: CANCELLATION OF HOURS**

21:01 Where an employee's working hours are scheduled on a day-to-day or week-to-week basis, he/she shall be paid for the full amount of any scheduled contact hours cancelled with fewer than twenty-four (24) hours' notice, and for half the amount of any scheduled contact hours cancelled with fewer than five (5) working days' notice. For the purpose of this clause, where the means of "notice" to the employee is to leave a message on his/her answering machine, the hours between 9:00 a.m. and 5:00 p.m. of the day on which the message is left shall not count as part of the twenty-four (24) hours.

**ARTICLE 22: WAGES**

22:01

(a) Sessional Lecturers I

Effective September 1, 2014, the minimum stipend rate inclusive of vacation pay shall be:	\$14,392.50
Effective September 1, 2015, the minimum stipend rate inclusive of vacation pay shall be:	\$14,464.46
Effective January 1, 2016, the minimum stipend rate inclusive of vacation pay shall be:	\$14,536.43
Effective September 1, 2016, the minimum stipend rate inclusive of vacation pay shall be:	\$14,609.11
Effective January 1, 2017, the minimum stipend rate inclusive of vacation pay shall be:	\$14,718.14

(b) Sessional Lecturers I – Long Term

Effective September 1, 2014, the minimum stipend rate inclusive of vacation pay shall be:	\$14,665.20
Effective September 1, 2015, the minimum stipend rate inclusive of vacation pay shall be:	\$14,738.53
Effective January 1, 2016, the minimum stipend rate inclusive of vacation pay shall be:	\$14,811.85