

Friday November 25, 2017 @ 2:15 AM

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

-BETWEEN-

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(hereinafter referred to as "the University")

-AND-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3902 – Unit 3
(hereinafter referred to as "the Union")

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.
2. The term of the renewal collective agreement shall be from September 1, 2017 to August 31, 2021.
3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on August 31, 2017, provided, however, that the following amendments are incorporated:
 - i. All attached pages numbered 1 to 86 are incorporated; and,
 - ii. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto on pages numbered 87 to 116
4. The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically and expressly noted.
5. Subject to review for errors and omissions.

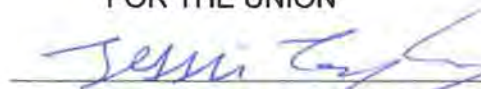



FOR THE UNIVERSITY







FOR THE UNION

University of Toronto Proposals to CUPE, Local 3902 – Unit 3
November 25, 2017

2:15 AM

Dyckson
Matthews
Sarah Chan
Jim Wilkin
M. Brown

St. John
D. J. D.
Ed. H.
Leanne MacKinnon

DATED AT TORONTO THIS 25th DAY OF NOVEMBER 2017

University of Toronto

- and -

**Canadian Union of Public Employees (CUPE)
Local 3902 – Unit 3**

Collective Bargaining 2017

Package for Settlement

**November 25, 2017
2:15 AM**

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Changes are blacklined for easy reference. Article numbers to be renumbered accordingly.

SETTLEMENT:

- All previously agreed-to language
- All proposals as attached to this document
- All other proposals not expressly agreed upon are withdrawn
- No provisions are retroactive unless expressly indicated
- The term of the agreement shall be from September 1, 2017 to August 31, 2021
- Revised wage proposal (see attached)
 - Increase the wages listed in Article 22:01 (a) – (d) inclusive as follows:
 - Effective date of ratification** the minimum stipend rate inclusive of vacation pay shall be as follows:

• SL1	\$16,000
• SL1 Long Term	\$16,400
• SL2	\$16,800
• SL3	\$17,200
 - Increases to the minimum stipend rate inclusive of vacation pay shall be as follows:
 - Effective September 1, 2018 2.0%
 - Effective September 1, 2019 2.0%
 - Effective September 1, 2020 2.0%
 - Increase the hourly wages listed in Article 22:01 (e) – (g) inclusive as follows:
 - Effective date of ratification** 1.8%
 - Effective September 1, 2018 2.0%
 - Effective September 1, 2019 2.0%
 - Effective September 1, 2020 2.0%
 - NEW: WI 2 (priority) create new wage rate
 - Effective date of ratification** \$50.00
 - Effective September 1, 2018 2.0%
 - Effective September 1, 2019 2.0%
 - Effective September 1, 2020 2.0%

**Provided that the University's offer is ratified by employees in the bargaining unit in accordance with the *Labour Relations Act, 1995* before any legal strike date, the increases to the minimum stipend rates and minimum wage rates set out in Articles 22:01(a) through (g) and proposed to take effect on the date of ratification, will be retroactive to November 1, 2017.

- Benefits
 - Effective date of ratification, increase allocation for HCSA as follows:

Sessional Lecturers (first half course in the plan year)	Sessional Lecturers (subsequent half-courses)	Sessional Lecturer Maximum allocation per plan year
\$475	\$325	\$1,775

Employees Paid on an Hourly Basis (employed for 50-99 hours)	Employees Paid on an Hourly Basis (employed for 100-299 hours)	Employees Paid on an Hourly Basis (employed for 300-449 hours)	Employees Paid on an Hourly Basis (employed for 450 hours or more)
\$238	\$475	\$713	\$800

- NEW: Effective date of ratification, employees in the bargaining unit will have access to the Employee and Family Assistance Plan (EFAP)
- NEW: \$50,000 per year "Employee and Dependant Special Circumstances Fund"
 - To be held and administered by the University and disbursed in accordance with criteria to be established in consultation with the Union within 90 days following ratification
- NEW: Expansion of GRRSP eligibility to Writing Instructors, Other Music Professionals, and Sessional Instructional Assistants
- NEW (revised): Letter of Intent Legislated Changes
- RENEW: Unit 3 Fund (professional development) and increase to \$140,000 in each of the four years of the agreement (see attached)
- NEW: Hiring Criteria to include "teaching ability" (per Union's proposal dated October 31, see attached)
- NEW: Arbitrator list 13:02 to reflect gender parity (per Union's proposal dated October 31, see attached)
- Job Security and Advancement Improvements
 - NEW: Improved Access to SL2 Advancement (see attached language)
 - NEW: Job Security Commitment for SL2s (see attached language)
 - NEW: Improved Access to SL3 Advancement (see attached language)

- Increase the amount of CI work that may be counted towards advancement to SL2 (see attached language)
 - Provide severance eligibility to SL1s (see attached language)
 - Provide access to severance for OMPs (see attached language)
- Pregnancy/Parental Leave enhancements (see attached language)
- NEW: Letter of Intent: Provostial Working Group to Review Writing Instructor 2 Priority (see attached language)
- NEW: Letter of Intent: Sustainability Committee
- NEW: Letter of Intent: Mutual Agreement to Waive Posting
- Clerical revision to 14:13 (see attached language)

Sexual Violence and Sexual Harassment

4:02 Sexual harassment shall be considered discrimination under Article 4:01.

4:03 The University will provide an environment where members of the Bargaining Unit are not subjected to sexual violence and sexual harassment. Bargaining unit employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the *Ontario Human Rights Code*, the *Occupational Health and Safety Act* and the University's Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

For clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual violence" as meaning: "any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes Sexual Assault, Sexual Harassment, stalking, indecent exposure, voyeurism, and sexual exploitation."

For clarity, the current *Ontario Human Rights Code* provides that "[e]very person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee." For further clarity, the current *Ontario Human Rights Code* defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome." For further clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual harassment" as including: "any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."

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For the purpose of this Collective Agreement, "sexual harassment" means:

- ~~(a) Making submission to an unsolicited sexual advance or solicitation, expressly or by implication, a term or condition of an employee's right to or continuation of or advancement in employment and/or~~
- ~~(b) Using or threatening to make use of, rejection of an unsolicited sexual advance or solicitation as a basis for employment or other professional decisions affecting the employee or the employee's progress and/or~~
- ~~(c) Physical conduct, occurring either on the Employer's premises or in the pursuance of a University activity or business, which emphasizes the sex or sexual orientation or gender expression of one or more employees in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile, or offensive working environment, and/or~~
- ~~(d) Verbal conduct or other forms of communication occurring either on the Employer's premises or in pursuit of a University activity or business,~~
 - ~~(i) that is directed at one or more specific employees~~
 - ~~(ii) that emphasizes the sex or sexual orientation or gender expression of that employee or those employees in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile or offensive working environment, and~~
 - ~~(iii) that exceeds the bounds of freedom of expression or academic freedom as these are understood in University policies and accepted practices, including but not restricted to those explicitly adopted.~~

Sexual Harassment Grievances

~~4:04 An employee may elect to submit a grievance alleging sexual harassment under the Collective Agreement or to file a complaint under the University's Sexual Harassment Policy:~~

- ~~(a) An employee who elects to file a grievance under the Collective Agreement shall, if he or she wishes, have access to the mediation process in the University's Sexual Harassment Policy prior to Step 1 of the Grievance Procedure and may be accompanied by a Union representative during the process, if he/she chooses. An employee may withdraw from the mediation process at any time and resume the~~

~~grievance process. Where the person normally hearing the grievance is the alleged harasser, the grievance shall be automatically forwarded to the next step in the Grievance Procedure.~~

4:04

- (b) Employees ~~electing to proceed with a complaint~~ making a Report under the University's ~~Sexual Harassment Policy on Sexual Violence and Sexual Harassment~~ shall have the right to be accompanied by a Union representative at any stage of the process.
- (c) The time limit for ~~filing a complaint~~ making a Report under the University's ~~Sexual Harassment Policy on Sexual Violence and Sexual Harassment~~ or filing a grievance alleging sexual harassment under this Collective Agreement shall be no longer than six (6) months after the occurrence of the matter that is the subject of the ~~Report/complaint~~/grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to ~~file a complaint~~ make a Report or file a grievance shall extend to twelve (12) months.
- (d) Notwithstanding Articles 12:06 and 12:07 of this Collective Agreement, a grievance alleging sexual violence or sexual harassment shall be filed at Step 3 (or Step 2 for single department faculties). The Vice-President, Human Resources & Equity (or designate) will give a written decision to the Chair or Grievance Officer of the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 13 of this Collective Agreement.

4:05 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

4:06 ~~Where an An~~ employee who makes a Report believes he/she has been the victim of sexual violence or sexual harassment, and/or files a grievance alleging sexual violence or sexual harassment he/she may request, through the Union, to discontinue contact with the ~~Respondent/alleged harasser~~. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The Employer and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

4:07 Witnesses who give information and/or evidence in a ~~sexual harassment~~ complaint of sexual violence or sexual harassment shall suffer no penalty of an academic or other nature.

~~4:08 In the event that both the complainant and the respondent are employees covered by a Collective Agreement between CUPE 3902 and the Governing Council of the University of Toronto, the Union and the Employer will appoint a mutually-agreed upon third party to investigate the complaint. Within two~~

~~(2) months, the investigator shall submit a report to the Union and the Employer. The report may recommend discipline: e.g., ordering an apology, counselling, etc. The report shall not preclude the possibility of a grievance being filed on behalf of the complainant or respondent.~~

4:08 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are members of CUPE 3902 bargaining units, both the Complainant and the Respondent shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and ground therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

13:02 The provisions of this article shall be based on the use of a single arbitrator, unless the provisions of Article 13:06 are specifically invoked.

Sole Arbitrators shall be selected in rotation from the following list, commencing with the first person named. For each successive referral to arbitration, the next person named shall be selected:

William Kaplan
Russell Goodfellow
Deborah Leighton
Brian Kellar
Marilyn Nairn
~~Barry Stephens~~ Laura Trachuk
~~Kevin Burkett~~
~~Larry Steinberg~~

If the person selected is unavailable within a reasonable time, the next person on the list shall be selected. Should none of the above be available within a reasonable time, the parties may select a mutually agreeable alternative. In any event, the parties shall attempt to select a Sole Arbitrator within twenty (20) working days of the notice of intent to proceed to arbitration. In the event that the parties are unable to agree on a hearing within a reasonable time, either party may request that the Minister of Labour appoint a Sole Arbitrator.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

14:02

Sessional Lecturers are required to be superior classroom teachers and to maintain a mastery of the subject area. The duties of Sessional Lecturers shall include the normal duties associated with the design and teaching of university degree credit courses or sections of courses. These may include the preparation and delivery of course content, including lectures and/or seminars; creation of course ware; the development and administration of assignments, tests and examinations; the marking and grading of student work and the submission of grades to appropriate University officials in accordance with policy; the maintenance of reasonable hours of student contact outside of scheduled contact hours; and the supervision of the day-to-day work of any Sessional Instructional Assistants or Teaching Assistants assigned to the course. There is no expectation of or requirement for research or administrative service.

The rank of Sessional Lecturer II is reserved for individuals with advanced degrees or with significant professional accomplishment, ~~who have served at the rank of Sessional Lecturer I for at least four (4) academic years and who have delivered a minimum of eight (8) half courses or four (4) Full Course Equivalents (FCEs); and~~ who have been advanced to this rank following a review process as specified in Appendix A: Advancement, and where a positive recommendation for advancement has been approved by the Chair and by the Division Head.

The rank of Sessional Lecturer III is reserved for individuals who have been advanced to ~~the Sessional Lecturer II~~ this rank, ~~and who have served at the rank of Sessional Lecturer II in the advancing department for at least three (3) academic years and have delivered an average of four (4) half courses or two (2) Full Course Equivalent courses (FCEs) per academic year in the advancing department over the previous three (3) years. Advancement to the Rank of Sessional Lecturer III follows following~~ a review as specified in Appendix A-2: Advancement to Sessional Lecturer III and where a positive recommendation for advancement has been approved by the Chair and by the Division Head.

For the University

For the Union

University of Toronto
24 November 2017

WITHOUT PREJUDICE

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Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Hiring Criteria

- 14:12 Teaching excellence is a crucial component of the academic mission of the University of Toronto. Applicants for positions shall be selected in furtherance of that goal.

Preference in hiring shall be given to persons holding the rank of Sessional Lecturer II or Sessional Lecturer III who have been advanced to that rank in the hiring department (or, if advanced in another department, who have additionally taught the required minimum number of courses in the hiring department). In considering the applicants who possess the minimum threshold qualifications required for a position, teaching ability, academic qualifications, currency and mastery of the subject matter, the extent to which they meet other preferred qualifications, and past teaching experience shall be the criteria used in selection of the most qualified applicant.

When choosing between two qualified candidates who are relatively equal based on the criteria set out in the posting and in this Collective Agreement, preference shall be given to the candidate who has the most experience teaching the particular course (or closely related course). In the event that each such candidate has the same experience teaching the course (or closely related course), preference shall be given to the candidate who has taught the course (or closely related course) most recently.

For clarity, and for the purpose of Article 14:12 exclusively, a 'closely related course' is defined as a course that appears in the academic calendar as a 'course exclusion' for the course in question.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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14:13 It is understood and agreed that a posted position may ~~not be~~ remain unfilled at the discretion of the hiring department, or may ultimately be filled by an appointed faculty member.

Where the same SLI-Long Term, SLII or SLIII employee has taught a particular course during its prior two (2) offerings, this course shall not be posted to CUPE Local 3902 Unit 1 prior to being posted to CUPE Local 3902 Unit 3. Where the same SLI employee has taught a particular course during its prior three (3) offerings, this course shall not be posted to CUPE Local 3902 Unit 1 prior to being posted to CUPE Local 3902 Unit 3.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Mutual Agreement to Waive Posting

14:17

Where a Department determines there is an available position(s), including unanticipated vacancies, which may be filled by a particular Sessional Lecturer I Long Term, Sessional Lecturer II or Sessional Lecturer III ~~who has been advanced to that rank by the Department~~, the University may seek the Union's agreement to waive the posting and application process for such position(s). Where mutual agreement is reached, the parties will confirm their agreement in writing, specifying the session dates of appointment(s), course(s) to be taught and the name(s) of the person selected in each instance.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Job Security Commitment to Employees Holding the Rank of Sessional Lecturer II

14:18

- (a) The parties recognize that employees who have been advanced to the rank of Sessional Lecturer II in accordance with the provisions of Appendix A have demonstrated superior teaching in the advancing department.
- (b) Subject to paragraph (g) below, the University commits that, upon advancement to Sessional Lecturer II, the Sessional Lecturer II will be offered the opportunity to teach one half (0.5) FCE per year in the advancing department in the academic year(s) following advancement in accordance with the provisions set out herein provided that the employee has been employed as a Sessional Lecturer II in the previous year, or was advanced to Sessional Lecturer II in the previous year, or was on leave in accordance with (c) below in the previous year. The determination of which course will be offered is at the discretion of the Chair or Chair's designate, after prior consultation with the Sessional Lecturer II.
- (c) In order to facilitate instructional planning, each Sessional Lecturer II must indicate to the advancing department in writing whether the Sessional Lecturer II wishes to be assigned teaching in the following academic year. Alternatively, a Sessional Lecturer II may request an unpaid leave of absence of no less than one (1) academic term and no more than one (1) academic year. Such notification must be received by the Department no later than March 31. Renewal of such leave for a period longer than one (1) year shall be subject to approval of both the Division Head and the Vice-President, Human Resources & Equity.

If a Sessional Lecturer II does not return after a year-long or longer approved leave of absence, the Sessional Lecturer II shall be deemed to have resigned and shall lose the rank of Sessional Lecturer II. Should the employee apply to a position in the bargaining unit, the employee will be considered a Sessional Lecturer I. Failure to return from such a leave will be considered a break in service.

Notwithstanding the foregoing, Sessional Lecturer IIs who are appointed to the teaching staff of the University in positions outside this bargaining unit shall be entitled to leave from their position as Sessional Lecturer II for the length of such appointment.

- (d) The commitment in (b) does not apply if, in any course taught in the previous academic year, the Sessional Lecturer II has not performed

satisfactorily. In the case of a decision on the part of the advancing department not to apply the commitment on this basis, the affected individual may file a grievance under and in accordance with Article 12 (Grievance Procedure).

- (e) The foregoing commitment and process only applies with respect to courses in the advancing department. Nothing precludes the Sessional Lecturer II from applying for teaching appointments posted outside the advancing department nor for applying for additional appointments beyond the commitment within the advancing department.
- (f) The provisions of Articles 14:03 (Postings); 14:04-14:07 (Composition of the pool); 14:08 – 14:11 (Application); 14:12-14:13 (Hiring Criteria); 14:15 – 14:16 (Notice of Appointment); and 12:01 (b) (i) and (ii) (Hiring Grievances) do not apply to courses that are offered and/or filled in compliance with the terms of this Article.
- (g) Where a Department is unable to meet the commitment in (b) for a period longer than one (1) year, for reasons including but not limited to the assignment of a course to a faculty member, changes in accreditation requirements, and/or curricular change etc., the Department will notify the employee and the Union by April 30th. Employees who receive such notification will be entitled to elect:
- i. To remain in the Department pool for the upcoming academic year and;
- at the discretion of the Chair be appointed to a course as may become available as an unanticipated vacancy; and if no course becomes available,
 - receive payment in lieu of the one half (0.5) FCE commitment in paragraph (b).

At the end of that academic year, the commitment in (b) above will at the request of the employee be put in abeyance for up to two (2) year(s). If at the end of the period of abeyance the Department continues to be unable to meet the commitment, such an employee shall cease to be entitled to receive the commitment in paragraph (b) above and shall be eligible to receive severance in accordance with Article 30 (Severance).

Or

- ii. To immediately elect to take payment in lieu of the one half (0.5) FCE set out in paragraph (b) in addition to severance in accordance with Article 30 (Severance).

NOTE: Existing 14:18 (Job Security Commitment to Employees Holding the Rank of Sessional Lecturer III) to become new 14:19

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Job Security Commitment to Employees Holding the Rank of Sessional Lecturer III

14:189

- (a) The parties recognize that employees who have been advanced to the rank of Sessional Lecturer III in accordance with the provisions of Appendix A-2 have demonstrated superior teaching in the advancing department, and have delivered no fewer than ~~six (6)~~ four and a half (4.5) full course equivalents (FCEs) at the rank of Sessional Lecturer II for their department over the last three (3) years.
- (b) Subject to paragraph (g) below, the University commits that, upon advancement to Sessional Lecturer III, the Sessional Lecturer III will be offered the opportunity to teach:
- One and a half (1.5) FCE, where the advancement to Sessional Lecturer III was based on an average of 1.5 to 1.99 Full Course Equivalents per year in the qualifying years; OR
 - Two (2) FCEs where the advancement to Sessional Lecturer III was based on an average of two (2.0) or more Full Course Equivalents per year in the qualifying years.

in the advancing department in the academic year(s) following advancement in accordance with the provisions set out herein provided that the employee has been employed as a Sessional Lecturer III in the previous year, or was advanced to Sessional Lecturer III in the previous year, or was on leave in accordance with (c) below in the previous year. The determination of which courses will be offered is at the discretion of the Chair or his/her Chair's designate, after prior consultation with the Sessional Lecturer III.

~~Where a Sessional Lecturer III has been advanced on the basis of recognition on the part of the advancing department of courses taught in another department as per the Special Circumstances in Appendix A-2, he/she shall be offered the opportunity to teach one (1) FCE in the advancing department in the academic year(s) following advancement in accordance with the provisions set out herein provided that the employee has been employed as a Sessional Lecturer III in the previous year, or was advanced to Sessional Lecturer III in the previous year, or was on leave in accordance with (c) below in the previous year. The determination of which course will be offered is at the discretion of the Chair or his/her designate, after prior consultation with the Sessional Lecturer III.~~

- (c) In order to facilitate instructional planning, each Sessional Lecturer III must indicate to the advancing department in writing whether he/she the Sessional Lecturer III wishes to be assigned teaching in the following

academic year. Alternatively, a Sessional Lecturer III may request an unpaid leave of absence of no less than one (1) academic term and no more than one (1) academic year. Such notification must be received by the Department no later than March 31. Renewal of such leave for a period longer than one (1) year shall be subject to approval of both the Division Head and the Vice-President, Human Resources & Equity.

If a Sessional Lecturer III does not return after a year-long or longer approved leave of absence, the Sessional Lecturer III shall be deemed to have resigned and shall lose his/her the rank as a of Sessional Lecturer III. Should the employee apply to a position in the bargaining unit, he/she the employee will be considered a Sessional Lecturer II. Failure to return from such a leave will be considered a break in service.

Notwithstanding the foregoing, Sessional Lecturer IIIs who are appointed to the teaching staff of the University in positions outside this bargaining unit shall be entitled to leave from their position as Sessional Lecturer III for the length of such appointment.

- (d) The commitment in (b) does not apply if, in any course taught in the previous academic year, the Sessional Lecturer III has not performed satisfactorily. In the case of a decision on the part of the advancing department not to apply the commitment on this basis, the affected individual may file a grievance under and in accordance with Article 12 (Grievance Procedure).
- (e) The foregoing commitment and process only applies with respect to courses in the advancing department. Nothing precludes the Sessional Lecturer III from applying for teaching appointments posted outside the advancing department nor for applying for additional appointments beyond the commitment within the advancing department. In such competitions, the Sessional Lecturer III candidate will have no greater preference than Sessional Lecturer II. However, if successful in any such applications, the Sessional Lecturer III will be compensated at the applicable Sessional Lecturer III rate set out in Article 22 (Wages).
- (f) The provisions of Articles 14:03 (Postings); 14:04-14:07 (Composition of the pool); 14:08 – 14:11 (Application); 14:12-14:13 (Hiring Criteria); 14:15 – 14:16 (Notice of Appointment); and 12:01 (b) (i) and (ii) (Hiring Grievances) do not apply to courses that are offered and/or filled in compliance with the terms of this Article.
- (g) Where a Department is unable to meet the commitment in (b) for a period longer than one (1) year, for reasons including but not limited to the assignment of a course to a faculty member, changes in accreditation requirements, and/or curricular change etc., the Department will notify the

employee and the Union by April 30th. Employees who receive such notification will be entitled to elect:

- i. To remain in the Department pool for the upcoming academic year and;
 - at the discretion of the Chair be appointed to a course or courses as may become available as an unanticipated vacancy;
- and,
 - receive payment in lieu for the difference between the number of courses offered and the number provided in the commitment in paragraph (b).

At the end of that academic year, the commitment in (b) above will at the request of the employee be put in abeyance for up to two (2) year(s). If at the end of the period of abeyance the Department continues to be unable to meet the commitment, such an employee shall cease to be entitled to receive the commitment in paragraph (b) above and shall be eligible to receive severance in accordance with Article 320 (Severance).

Or

- ii. To immediately elect to take payment in lieu of the courses set out in paragraph (b) in addition to severance in accordance with Article 320 (Severance).

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

15:15 Each Sessional Instructional Assistant shall receive a written description of the position, including the nature of the duties and the number of hours the supervisor anticipates the employee will need to complete each duty, within fifteen (15) working days after a position is offered. All duties assigned to an employee shall be included in the calculation of required hours.

Where a Sessional Instructional Assistant has any reason to believe that the employee may be unable to perform the duties specified in the job description within the hours specified thereon, the employee shall deliver a Workload Review Form (Appendix X) to the employee's supervisor without delay. A discussion is encouraged, but in any event, the supervisor shall respond within five (5) working days of receipt of the form by returning the form to the employee. The supervisor shall meet with the employee within an additional five (5) working days to discuss the supervisor's response. If no agreement can be reached, the employee may file an individual grievance commencing at Step 1 of the Grievance Procedure (Article 12). In the event the grievance is not settled and proceeds to arbitration, the arbitration board or sole arbitrator may award payment for additional hours worked, provided, however, that no such payment may be awarded where the additional hours resulted from the employee's choice of approach to the employee's duties, and/or where the additional hours were worked prior to the employee's delivery of the Workload Review Form to the employee's supervisor.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

ARTICLE 16: APPOINTMENTS: WRITING CENTRES

16:01 Posting and hiring of Writing Instructors in Writing Centres shall be in accordance with the following provisions.

16:02 Writing Instructors are individuals with advanced degrees or significant professional accomplishment, who are employed in Writing Centres to instruct students on written and oral academic, analytical, and professional communication skills as determined by the hiring Writing Centre(s).

_____ The status of Writing Instructor ~~H2~~ is reserved for individuals with advanced degrees or with significant professional accomplishment, who have been employed as Writing Instructors ~~H1~~ for at least four (4) academic years and who have been so employed for a minimum of ~~six five hundred (600500)~~ hours; and who have been advanced to this status following a review process as specified in Appendix B: Advancement – Writing Centres, and where a positive recommendation for advancement has been approved by the Chair and by the Division Head.

Postings

16:03 Each Writing Centre anticipating that it will hire a person or persons who would be employed as Writing Instructors under this Collective Agreement shall maintain a continuously-posted Notice containing the following information:

- (1) The process for interested persons to submit an application for consideration in the event that Writing Instructors are needed
- (2) The name, address and email address of the person designated to receive applications
- (3) Information concerning when decisions regarding Winter, Fall, Spring and Summer employment are generally made
- (4) A note that unexpected vacancies may arise at any time
- (5) A statement that this notice is posted pursuant to the CUPE 3902 Unit 3 collective agreement.

This notice shall also be posted on a Writing Centre's web site.

The Union ~~will~~shall be provided with a copy of this notice and of any updated notice without undue delay.

Composition of Pool

16:04 Each Writing Centre shall maintain a pool consisting of:

- All Writing Instructors who are employed in the hiring Writing Centre during the current academic year or who have been employed by that Writing Centre within the previous twenty-four (24) months
- All Writing Instructors ~~H2~~ advanced to that status by the hiring Writing Centre who have been employed by that Writing Centre within the previous three (3) academic years
- Any person who has submitted a Curriculum Vitae and application within the past twenty-four (24) months.

It shall be the responsibility of the Writing Instructor or previous applicant to send the Department current contact information at the time of change.

It is understood and agreed that persons who have been terminated for cause shall not be included in a Writing Centre's pool.

16:05 Where a Writing Centre determines that there is, or is likely to be, a need for employment of Writing Instructors, the following job posting will be compiled for each such assignment:

1. the nature of the **assignment position**
- ~~2. the assignment description~~
3. an estimate of the number of positions available
4. hours of work
5. schedule information
6. sessional dates of appointment
7. salary
8. minimum qualifications and preferred qualifications (if any)
9. a brief description of the duties
10. the closing date and procedure for a pool member to indicate interest in being considered for the position
- 11. An employment equity statement inviting all qualified applicants to make application.**

All postings shall include the following statement: "This job is posted in accordance with the CUPE 3902 Unit 3 Collective Agreement." It is understood that some announcements of vacancies are tentative, pending final budgetary determinations.

16:06 An email notification of each such job posting will be sent to each person forming part of the pool on the date of the email. A copy of the job posting shall also be posted on the Writing Centre's bulletin board and/or on the Writing Centre's web site. The Union shall be copied on the email.

- 16:07 The Writing Centre shall post anticipated vacancies as far in advance as possible. Except in the case of vacancies that could not be reasonably anticipated (including, but not limited to those caused by illness, incapacity, death, resignation or unavailability of the person originally scheduled, or an unanticipated change in funding), the posting shall remain in effect for at least ~~twenty (20)~~ fifteen (15) working days before the Writing Centre may fill the vacancy. Unanticipated vacancies may be filled after posting for fewer than ~~twenty (20)~~ fifteen (15) working days, but not fewer than two (2) working days.

Application

- 16:08 All applicants for positions must apply directly and in writing in the format specified on the posting, together with a curriculum vitae to each of the hiring Writing Centres in which employment is sought. All persons who are in a Writing Centre's pool at the time of an unanticipated posting as described in 16:07 shall be deemed to have applied for any positions posted in this manner. These individuals shall be notified that they have been deemed to have applied and shall be given the opportunity to submit an updated curriculum vitae and application package.
- 16:09 Persons not in the pool on the date of the email notification may apply and be considered provided that their applications are received by the closing date specified in the email.
- 16:10 Provided that the applicable posting period has expired, a position may be filled at any subsequent time from among the applicants whose applications have been received in the Writing Centre prior to the closing date specified. The parties are agreed that there is a mutual interest in having positions filled as soon as is practicable. Successful candidates shall be notified no less than ~~three (3)~~ four (4) weeks prior to the start of the contract where practicable.

Hiring Criteria

- 16:11 Teaching excellence is a crucial component of the academic mission of the University of Toronto. Applicants for positions shall be selected in furtherance of that goal.

Preference in hiring shall be given to persons holding the rank of Writing Instructor H2 who have been advanced to that status in the hiring Writing Centre (or, if advanced in another Writing Centre, who have additionally been employed for the required minimum number of hours in the hiring Writing Centre). In considering the applicants who possess the qualifications required for a position, ability, academic qualifications, demonstrable suitability for the position and past experience shall be the criteria used in selection of the most qualified applicant.

When choosing between two qualified candidates who are relatively equal, preference shall be given to the candidate who has the most experience in the

hiring Writing Centre. In the event that each such candidate has the same experience in the hiring Writing Centre, preference shall be given to the applicant whose experience is most recent.

- 16:12 It is understood and agreed that a posted position may not be filled at the discretion of the hiring Writing Centre, or may ultimately be filled by an appointed faculty member.

Notice of Appointment

- 16:13 (a) All applicants shall be advised in writing of the outcome of their applications within ten (10) working days after the receipt in the hiring Writing Centre of the written acceptance of the position by the successful candidate, and earlier if practicable. This written communication shall also include the name of the successful candidate.

(b) Where an offer of employment has been accepted by a Writing Instructor and the position is subsequently cancelled prior to the commencement of the position, the Writing Centre shall endeavour to offer a position of an equivalent or a greater number of hours to the affected Writing Instructor.

Additional Hours

- 16:14 The parties agree that in the event that additional hours of work become available during a period when Writing Instructors are employed, a Writing Centre is not precluded from distributing some or all of such hours to persons already employed, provided the employee agrees in writing.
- 16:15 The parties are agreed that where Unit 3 staff are employed to instruct in whole or in part degree credit courses pertaining to writing, such employment shall be as a Sessional Lecturer.
- 16:16 It is understood and agreed that some persons, in addition to employment as Sessional Lecturers, may also be employed as Writing Instructors.

Mutual Agreement to Waive Posting

- 16:17 Where a Writing Centre determines there is an available position(s) which may be filled by a particular Writing Instructor **#2** who has been advanced to that rank by the Writing Centre, the **University Employer** may seek the Union's agreement to waive the posting and application process for such position(s). Where mutual agreement is reached, the parties will confirm their agreement in writing, specifying the session dates of the assignment(s) and the name(s) of the person selected in each instance.

Description of Duties

16:18 The Employer shall provide Writing Instructors with written descriptions of their duties and responsibilities prior to their first day of employment. During the term of employment the Employer shall not decrease the total number of hours as set out in the employee's letter of offer. With the express written agreement of the Employee, the Employer may increase the total number of the Writing Instructor's work hours. It is understood that the Employee shall have the right to refuse such changes without suffering any loss of employment or pay.

Scheduling Changes

16:19 Once a schedule has been created and communicated to a Writing Instructor, any changes thereto shall be communicated to the Writing Instructor no fewer than five (5) working days prior to the change.

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.~~

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

ARTICLE 17: APPOINTMENTS: FACULTY OF MUSIC

This article applies to all music professionals working in the Faculty of Music, the Music and Culture program at UTSC, and any other music programs in departments as agreed upon by the parties.

- 17:01 Posting and hiring of Unit 3 staff in the Faculty of Music shall be in accordance with the following provisions.
- 17:02 Posting and hiring of Sessional Instructional Assistants shall be in accordance with the provisions of Article 15, Appointments: Sessional Instructional Assistants.
- 17:03 Posting and hiring for classroom teaching positions and positions in music coaching or performance music in the Faculty shall be in accordance with the provisions of Article 14, Appointments: Sessional Lecturers, subject to Article 17:04.
- 17:04 Positions in music coaching or performance music may be divided into units below the course-equivalent level, in accordance with past practice. It is understood and agreed that the distribution of assignments within areas of specialty remains with the Faculty. **The Faculty will give due consideration to an employee's previous appointments to positions in music coaching or performance music.**
- 17:05 It is understood and agreed that some persons, in addition to employment as Sessional Lecturers I, II or III, may also be further employed in the areas described in 17:06.

Other Music Professionals

- 17:06 Other employment of music professionals, including but not limited to the areas of applied lessons, movement coaching, short-term adjudications and as accompanists, shall not be subject to the provisions of Article 14 or Article 15. A list of persons employed in these capacities within the past academic year shall be compiled and provided to the Union annually, not later than September 30th of each year.
- 17:07 In addition to the pools maintained for Sessional Instructional Assistants, and for Sessional Lecturers, the Faculty shall maintain a pool consisting of:
- All other music professionals (including but not limited to the areas of applied lessons, short-term adjudications and as accompanists) who are employed in the Faculty during the current academic year or who have been employed in the Faculty within the previous three (3) academic years
 - Any person who has submitted a Curriculum Vitae and application within the past twenty-four (24) months with respect to such employment

It shall be the responsibility of the Other Music Professional or previous applicant to send the Department current contact information at the time of change.

It is understood and agreed that persons who have been terminated for cause shall not be included in the pool.

- 17:08 Where the Faculty determines that there is, or is likely to be, a need for employment of music professionals in the areas of applied lessons, movement coaching, short-term adjudications or as accompanists, as per Article 17:06, persons in the pool shall be given preference.

The parties agree that, in making assignments of students to music professionals in the area of applied lessons, the University will give due consideration to the number of students that have regularly been assigned to the music professional in recent years. The parties understand and agree that student preferences, numbers of students admitted or graduating, faculty leaves and other factors may affect both the total numbers of students available for each instrument and the assignment of students to specific music professionals.

For clarity, music professionals engaged in the areas of applied lessons or movement coaching shall receive additional payment in accordance with Article 22:01 (e) when also engaged in the areas of short-term adjudications or as accompanists.

- 17:09 (a) The posting and application process need not be followed in the following circumstances: visiting artists or composers, writers in residence, music ensembles in residence, or other artists/professionals in residence.
- (b) The Department shall inform the Union, without undue delay, of the name of each person selected under 17:09(a), and the course(s) to be taught.

Hiring Criteria – Other Music Professionals

- 17:10 Teaching excellence is a crucial component of the academic mission of the University of Toronto. Applicants for positions shall be selected in furtherance of that goal.

Notice Of Appointment – Other Music Professionals

- 17:11 Written confirmation of selection shall be provided at the earliest possible date.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

ARTICLE 18: EMPLOYEE EVALUATION AND RECORDS

18:01 A Department may evaluate each employee's work performance in writing using methods appropriate to that Department, at or near the end of each course if possible. Such evaluations shall not normally be conducted more frequently than once per course, per term. It is understood that the ability to conduct written performance evaluations does not preclude informal course feedback.

For Sessional Lecturers only, where a classroom visit is an integral part of the performance evaluation, advance notice of such a visit shall be provided to the Sessional Lecturer.

18:02 Notwithstanding Article 18:01, an employee may request a formative performance evaluation not more than once per Department per term. Upon such request, the Department Chair shall arrange for such evaluation to be conducted without undue delay. Such formative performance evaluations shall not form part of the employee's **employment personnel** file unless the employee so requests.

Unsatisfactory Performance

18:03 In the event that a supervisor forms the opinion that an employee's performance is unsatisfactory, the supervisor shall prepare a written evaluation as prescribed in Article 18:01 without undue delay, for discussion with and comment by the employee.

Where the first evaluation indicates an overall rating of unsatisfactory, ~~the employee may request another evaluation~~ **a second evaluation is mandatory, provided that sufficient time remains before the end of the appointment. If insufficient time remains within the current appointment to complete a second (follow up) evaluation, the evaluation with an overall rating of unsatisfactory shall not be relied upon in any hiring or advancement decisions until the employee has been subsequently evaluated in another appointment.**

Student Course Evaluations

18:04 Where they are available, student evaluations, whether conducted by the Department or by a student organization or by any other means, shall not be admissible as the sole determining factor to demonstrate unsatisfactory performance in either the discipline procedure or in arbitration. Departments may make use of student evaluations as an element in the Department's method for assessing work performance.

18:05 A performance evaluation conducted under this Article shall not be the subject of a grievance except in the event of an allegation or complaint of discrimination as defined in Article 4:01 and/or procedural violations.

18:06 [As agreed on August 2, 2017]

Employment Personnel File

18:07 ~~An employment personnel~~ file shall be maintained within each Department for each employee employed within it, which shall be separate from the employee's other health or medical 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. The Department shall notify the employee in writing when any document pertaining to expectations, instruction, or performance is placed in the employee's personnel file. An employee or former employee shall have the right to respond in writing to such documents contained in the employee or former employee's personnel file. Such reply shall be included in the personnel file.~~

For clarity, the employee is not required to be notified when any transactional documents, including but not limited to employment application(s), payroll information, and the request and approval/denial of leaves in accordance with Article 19, are placed in the employee's personnel file.

18:08 ~~An employment personnel~~ 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 personnel** 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 personnel** file on request. The Employer shall provide the employee, or former employee, copies of any document contained in the **employment personnel** file upon request.

Examination of the **employment personnel** 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

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24 November 2017

WITHOUT PREJUDICE

document contained therein. Such reply shall be included in the **employment personnel** file.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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 the employee 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 the employee 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 weekly pay during the ~~two (2)~~ one (1) week waiting period for Employment Insurance benefits, and, for the next ~~fifteen (15)~~ sixteen (16) weeks, or until the end of the appointment (whichever comes first), will pay the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of the actual weekly salary which she the employee was receiving on the last day worked prior to the commencement of the maternitypregnancy 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

El benefit spread over a longer period of time as may be permitted under the Employment Insurance Act.

- (d) An employee may return to work within the original period of employment upon giving two (2) weeks' notice in writing of ~~her~~ **the employee's** intention to do so or upon confirming ~~her~~ **the** previous arrangements for return. The employee shall be reinstated to ~~her~~ **the** position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of ~~her~~ **the** 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~~ **the** leave, but shall notify ~~her~~ **the** employing Department as soon as possible, but no later than ten (10) working days subsequent to ~~her~~ **the** 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. **Both parents will be eligible to take a parental leave as follows:**
 - i. **Up to thirty-five weeks of parental leave for employees who take pregnancy leave;**
 - ii. **Up to thirty-seven weeks of parental leave for all other new parents;**
 - iii. **Such shorter or longer period of time as might be required under the Employment Standards Act, 2000 from time to 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~~ the employee 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~~ the employee's intention to do so or upon confirming ~~his/her~~ the previous arrangements for return. The employee shall be reinstated to ~~his/her~~ the position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of ~~his/her~~ the 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 and who provide the University with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following:
 - i. For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
 - ii. For an employee who takes parental leave for which a one week waiting period has already been served in respect of the same child, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
 - iii. For an employee who takes parental leave and is required to serve a one (1) week waiting period, ninety-five (95) percent of salary during the one (1) week waiting period, and the difference between employment Insurance parental benefits and ninety-five (95) percent of salary for nine (9) weeks

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- iv. 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*.

~~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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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 to, upon request in advance, if possible, up 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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~~ the employee's duties due to a serious illness, required surgery and/or hospitalization, and/or course of treatment may be granted up to two (2) months of paid leave at ~~his/her~~ the employee's regular rate of pay during the period of ~~his/her~~ the employee's appointment. For clarity, this includes leaves pertaining to gender reassignment.

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.~~

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

ARTICLE 22: WAGES

22:01

(a) Sessional Lecturers I

Effective the date of ratification*, the minimum stipend rate inclusive of 4% vacation pay shall be: \$16,000.00
Effective September 1, 2018, the minimum stipend rate inclusive of 4% vacation pay shall be: \$16,320.00
Effective September 1, 2019, the minimum stipend rate inclusive of 4% vacation pay shall be: \$16,646.40
Effective September 1, 2020, the minimum stipend rate inclusive of 4% vacation pay shall be: \$16,979.33

(b) Sessional Lecturers I – Long Term (Six (6) or more years as SL I)

Effective the date of ratification*, the minimum stipend rate inclusive of 4% vacation pay shall be: \$16,400.00
Effective September 1, 2018, the minimum stipend rate inclusive of 4% vacation pay shall be: \$16,728.00
Effective September 1, 2019, the minimum stipend rate inclusive of 4% vacation pay shall be: \$17,062.56
Effective September 1, 2020, the minimum stipend rate inclusive of 4% vacation pay shall be: \$17,403.81

(c) Sessional Lecturers II

Effective the date of ratification*, the minimum stipend rate inclusive of 4% vacation pay shall be: \$16,800.00
Effective September 1, 2018, the minimum stipend rate inclusive of 4% vacation pay shall be: \$17,136.00
Effective September 1, 2019, the minimum stipend rate inclusive of 4% vacation pay shall be: \$17,478.72
Effective September 1, 2020, the minimum stipend rate inclusive of 4% vacation pay shall be: \$17,828.29

(d) Sessional Lecturers III

Effective the date of ratification*, the minimum stipend rate inclusive of 4% vacation pay shall be: \$17,200.00
Effective September 1, 2018, the minimum stipend rate inclusive of 4% vacation pay shall be: \$17,544.00
Effective September 1, 2019, the minimum stipend rate inclusive of 4% vacation pay shall be: \$17,894.88
Effective September 1, 2020, the minimum stipend rate inclusive of 4% vacation pay shall be: \$18,252.78

(e) Faculty of Music – Other Music Professionals

Category	Effective Date	Minimum Hourly Rate
Applied Lessons/Music Coaching	<u>Date of Ratification*</u>	<u>\$89.97</u>
	<u>September 1, 2018</u>	<u>\$91.77</u>
	<u>September 1, 2019</u>	<u>\$93.61</u>
	<u>September 1, 2020</u>	<u>\$95.48</u>
Accompanist (non-teaching)	<u>Date of Ratification*</u>	<u>\$55.34</u>
	<u>September 1, 2018</u>	<u>\$56.45</u>
	<u>September 1, 2019</u>	<u>\$57.57</u>
	<u>September 1, 2020</u>	<u>\$58.73</u>
Recital Adjudication	<u>Date of Ratification*</u>	<u>\$68.79</u>
	<u>September 1, 2018</u>	<u>\$70.16</u>
	<u>September 1, 2019</u>	<u>\$71.57</u>
	<u>September 1, 2020</u>	<u>\$73.00</u>

The rate of pay for Other Music Professionals shall include an additional 4% as vacation pay, payable with each pay.

(f) Writing Instructors I1

Effective <u>the date of ratification*</u> , the minimum hourly rate shall be:	<u>\$45.18</u>
Effective <u>September 1, 2018</u> , the minimum hourly rate shall be:	<u>\$46.08</u>
Effective <u>September 1, 2019</u> , the minimum hourly rate shall be:	<u>\$47.00</u>
Effective <u>September 1, 2020</u> , the minimum hourly rate shall be:	<u>\$47.94</u>

Writing Instructors I2

Effective <u>the date of ratification*</u> , the minimum hourly rate shall be:	<u>\$48.58</u>
Effective <u>September 1, 2018</u> , the minimum hourly rate shall be:	<u>\$49.55</u>
Effective <u>September 1, 2019</u> , the minimum hourly rate shall be:	<u>\$50.54</u>
Effective <u>September 1, 2020</u> , the minimum hourly rate shall be:	<u>\$51.55</u>

Writing Instructors 2 (priority)

Effective <u>the date of ratification*</u> , the minimum hourly rate shall be:	<u>\$50.00</u>
Effective <u>September 1, 2018</u> , the minimum hourly rate shall be:	<u>\$51.00</u>
Effective <u>September 1, 2019</u> , the minimum hourly rate shall be:	<u>\$52.02</u>
Effective <u>September 1, 2020</u> , the minimum hourly rate shall be:	<u>\$53.06</u>

The rate of pay for Writing Instructors **I & II 1, 2, and 2 (priority)** shall include an additional 4% as vacation pay, payable with each pay.

(g) Sessional Instructional Assistants

Effective <u>the date of ratification*</u> , the minimum hourly rate shall be:	<u>\$44.21</u>
Effective <u>September 1, 2018</u> , the minimum hourly rate shall be:	<u>\$45.10</u>
Effective <u>September 1, 2019</u> , the minimum hourly rate shall be:	<u>\$46.00</u>
Effective <u>September 1, 2020</u> , the minimum hourly rate shall be:	<u>\$46.92</u>

The rate of pay for Sessional Instructional Assistants shall include an additional 4% as vacation pay, payable with each pay.

22:02 Salaries will be paid on a per-course basis, in equal monthly installments over the period of a course's duration, except where work is performed and paid on an occasional basis. With each payment (monthly or otherwise), each employee shall be provided with a statement of all deductions therefrom.

22:03 The parties agree that compensation varying from the applicable rate may be offered and accepted without creating a violation of the provisions of this collective agreement, provided that such alternative compensation shall not be less than the applicable stipend or hourly rate.

22:04 In the event of the death of an employee covered by this Agreement, the Employer agrees to pay the estate of the employee the monthly payment due for the month in which the employee died (and/or any single payment payable in the month of death for services previously rendered).



*Provided that the University's offer is ratified by employees in the bargaining unit in accordance with the *Labour Relations Act, 1995* before any legal strike date, the increases to the minimum stipend rates and minimum wage rates set out in Articles 22:01(a) through (g) and proposed to take effect on the date of ratification, will be retroactive to November 1, 2017.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

ARTICLE 25: GROUP RRSP

25:01 The University agrees to provide a Group RRSP (GRRSP) with the following features:

Administration

25:02 The Group RRSP shall be administered by an external provider selected by the Employer. The plan year is September 1 through August 31.

Features

25:03 The GRRSP shall have the following features:

- (a) Participation will be open to Sessional Lecturers, Writing Instructors, Other Music Professionals, and Sessional Instructional Assistants in the CUPE Local 3902 Unit #3 bargaining unit who are employed for a minimum period of four (4) months.
- (b) Participation in the GRRSP will be voluntary. Each participant is independently responsible for ensuring ~~that he/she has~~ sufficient RRSP contribution room in each year of participation. Reference to the GRRSP shall be made in all letters of offer.
- (c) Once elected, participation in the GRRSP will be required for the remainder of the plan year, so long as (or for any period during which) eligible income is received.
- (d) Each participating employee ~~holding the rank of who is a~~ Sessional Lecturer I, Sessional Lecturer I – Long Term, Sessional Lecturer II, Writing Instructor 1, Writing Instructor 2, Other Music Professional, or a Sessional Instructional Assistant will contribute five percent (5.0%) of eligible income and a matching amount will be contributed by the University. The University's contribution will be added to the participant's T4 income and then deducted as a contribution, and is subject to statutory payroll deductions.
- ~~(e) Each participating employee holding the rank of Sessional Lecturer II will contribute five percent (5.0%) of eligible income and a matching amount will be contributed by the University. The University's contribution will be added to the participant's T4 income and then deducted as a contribution, and is subject to statutory payroll deductions.~~
- (f) Each participating employee holding the rank of Sessional Lecturer III **and Writing Instructor 2 (priority)** will contribute six percent (6.0%) of eligible income and a matching amount will be contributed by the University. The

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University's contribution will be added to the participant's T4 income and then deducted as a contribution, and is subject to statutory payroll deductions.

- (g) Participating employees may transfer other RRSP funds into the GRRSP, subject to tax rules and any regulations of the external provider of the GRRSP.
- (h) Administration and investment management fees will be borne by the participating employees.
- (i) Employees are not required to terminate or convert their GRRSP account upon termination of employment. Employees can maintain their GRRSP account for up to twenty-four (24) months after termination of employment or from their last contribution.
- (j) Participating employees will not remove funds from the GRRSP during the plan year. However, at the end of any plan year, an employee (or former employee) may close their GRRSP account and have its balance either paid out or redirected to a financial institution of the employee's (or former employee's) choice. The employee (or former employee) assumes sole responsibility for any such choice and its consequences, including any taxes payable.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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29:02 Where a Sessional Lecturer has reason to believe that the Sessional Lecturer is required to perform duties as set out in the third paragraph of Article 29:01 but has not had the stipend adjusted in accordance with that provision, the Sessional Lecturer shall raise the matter in writing without undue delay with the Chair of the Department. The Chair of the Department shall endeavor to meet with the Sessional Lecturer within five (5) working days of such a request and shall issue a written response within no less than ten (10) working days from receipt of the request.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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ARTICLE 30: SEVERANCE

30:01 An employee who has worked for three (3) or more years in the bargaining unit and who is a ~~long-serving~~ Sessional Lecturer ~~I or who has been advanced to the rank of~~ Sessional Lecturer II or III, or Writing Instructor II, and who is not successful in obtaining any bargaining unit work (either because the employee applied for one or more bargaining unit positions and was not offered employment in a department in which the employee had been previously employed or because there were no bargaining unit positions posted for which the employee was minimally qualified in departments in which the employee has been previously employed) in an academic term shall be eligible for a severance payment calculated on the following basis: For Sessional Lecturers SLI-LT, SL2 and SL3: one-seventeenth (1/17th) of a stipend per FCE taught in the bargaining unit to a maximum payment equivalent to 4 FCE at the employee's current rate of regular pay. For clarity, an employee who fails to make application for Unit 3 work for which the employee is minimally qualified or, having been offered Unit 3 work declines such work, shall not be considered as having been "unsuccessful in obtaining work."

For Writing Instructors WI2: two (2) weeks' pay for each year (September 1 – August 31) worked to a maximum of thirty (30) weeks. A week's pay shall be calculated by taking the employee's wages as a WI2 in the most recent academic session and dividing by the number of weeks worked in that session.

In order to eligible for a severance payment, an employee must apply for such a payment in the manner specified by the University as soon as practicable after being unsuccessful in obtaining work (as defined in the first paragraph of this Article) but, in all cases, no later than the end of the second consecutive academic year in which the employee has been unsuccessful in obtaining bargaining unit work as defined above. eight (8) months after the start of an academic year.

~~Upon an employee's acceptance of the severance entitlement outlined above, the employment relationship will be terminated for all purposes; the individual will cease to hold the rank of Sessional Lecturer II or III or Writing Instructor II and will not be eligible to apply for any future CUPE 3902, Unit 3 work for two (2) full academic years.~~

30:02 A music professional employed in the area of applied lessons, who has worked for three (3) or more years in the bargaining unit and whose number of students assigned in the current academic year is more than two (2) below the employee's average number of students assigned over the previous three (3) academic years, shall be eligible for a severance payment calculated on the following basis:

- Two (2) weeks' pay for each year of service in the bargaining unit to a maximum of thirty (30) weeks.

For clarity, a week's pay shall be calculated by multiplying the music professional's current hourly rate for applied lessons by the average number of students assigned over the previous three (3) academic years.

In order to elect for the receipt of a severance payment, an employee must apply for such a payment in the manner specified by the University in accordance with the following:

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- Where the assignment of students has resulted in a reduction of the music professional's student assignments in accordance with the eligibility criteria outlined above, an application for the receipt of a severance payment must be submitted during the period of 1 April and 30 April of the current academic year. Eligibility for severance is subject to the music professional's employment for the duration of the current academic year.
- Where the assignment of students has resulted in the elimination of the music professional's student assignments, in accordance with the eligibility criteria outlined above, an application for the receipt of a severance payment must be submitted during the period of 1 September and 30 April of the current academic year.

30:03 Upon an employee's acceptance of the severance entitlement outlined above, the employment relationship will be terminated for all purposes; the individual will cease to hold the rank and/or status of Sessional Lecturer I – Long Term, Sessional Lecturer II, Sessional Lecturer III, Writing Instructor 2, or Writing Instructor 2 (priority) (if applicable) and will not be eligible to apply for or accept any future CUPE 3902, Unit 3 work for two (2) full academic years.

30:04 For clarity, any application for severance from an employee with entitlement to severance under both 30:01 and 30:02 shall result in a payment to the employee of the severance owing for both types of employment and a complete termination of employment as set out above.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

APPENDIX A: Process for Advancement to Sessional Lecturer II

Eligibility

Provided ~~he/she~~ a Sessional Lecturer I possesses an advanced degree or significant professional accomplishment, a Sessional Lecturer I is eligible for consideration to be advanced to the rank of Sessional Lecturer II:

Where the candidate has worked for one department, once ~~he/she~~ the candidate has taught at least ~~eight (8)~~ six (6) half courses or the equivalent in the prospective advancing department and has taught in at least four (4) of the past six (6) years.

Special Circumstances: Employment in ~~Two (2) or Three (3)~~ Multiple Departments

Where the candidate has worked for ~~two (2) or three (3)~~ multiple departments, once the candidate has taught at least four (4) half courses in the advancing department, and has taught at least a total of ~~four (4)~~ two (2) half courses in the other department(s), and has taught in at least four (4) of the past seven (7) years:

Prior to making his/her a written request to initiate the advancement process, the candidate may request that the Chair of one Department undertake to recognize the courses taught in the other Department(s) for the purpose of determining eligibility for an advancement application with respect to that Department only.

Such a request shall be at the candidate's option. The Chair shall give due consideration to such requests on a case by case basis. Granting of the request is at the sole discretion of the Chair of the Department to which the request is made. The candidate shall be informed of the Chair's decision without undue delay. In the event the candidate's request is denied by the Chair, the reasons therefor shall be provided to the candidate.

A maximum of three (3) half courses ~~or two (2) half courses in the case of initiating of the advancement process under the Special Circumstances clause~~, or the equivalent as a Course Instructor in Unit 1 may be included in calculating a candidate's eligibility. A maximum of two (2) FCE or equivalent taught as a member of UTFA may be included in calculating a candidate's eligibility.

Notification of Process

Reference to advancement eligibility, early initiation, and the advancement process as found in Appendix A shall be made in all letters of offer.

Initiation of Process

Once a candidate meets the eligibility criteria, the candidate may, by letter to the Chair of the employee's prospective advancing department, request the initiation of the advancement process. The candidate's letter must be received not later than September 30 for advancement consideration in the Fall term, or January 31 for advancement consideration in the Spring term.

On an exceptional basis only, those candidates who meet the eligibility criteria exclusively through employment in Summer academic sessions may, by letter to the Chair of the employee's prospective advancing department, request the advancement process be undertaken in a Summer academic session. In such cases, the candidate's letter must be received not later than May 1 and July 1 for advancement consideration in the relevant Summer academic session. In the event that sessional work in the Summer academic sessions is assigned after May 1 for the first Summer academic session or after July 1 for the second Summer academic session, and that work makes the employee eligible for advancement for the first time, an employee may request advancement in the Summer academic sessions by the date the class begins to meet.

Early Initiation of Process

Notwithstanding the foregoing, if a candidate requires only one (1) full course or one half (1/2) course of teaching to meet the eligibility criteria above (i.e. has taught at least ~~six (6)~~ **four (4)** half courses or ~~three (3)~~ **two (2)** full courses in the department) and has been in the department for at least three (3) of the last six (6) years, and if the candidate has then been appointed in a Winter academic session during which the candidate he/she will reach or exceed all eligibility criteria, the candidate may request to initiate the process for advancement early, that is, ~~he or she~~ the candidate may ask to be considered for advancement during that appointment in which ~~he or she is achieving the~~ candidate will achieve the eligibility criteria for advancement. The candidate's letter to the Chair requesting early initiation of process must be received no later than September 30 for F or Y courses, or January 31 for S courses.

Advance Request for Classroom Observation

If requested, in writing, by the candidate in advance of formal initiation of the advancement process, the Chair shall, subject to operational requirements, arrange for the classroom observation to be conducted during the candidate's final qualifying course or courses.

Advancement Process

Within ten (10) working days of receipt of the candidate's letter requesting advancement, the Chair of the candidate's advancing department will respond in writing to the candidate, advising the candidate of the names of the Advancement Committee, which shall be composed of the Chair (who shall act as Chair of the Committee), another relevant academic administrator, and two (2) or three (3) other members of the teaching staff, appointed by the Chair. Where possible, one of the members of the Committee shall be a member of the CUPE Local 3902 Unit #3 bargaining unit who holds the rank of Sessional Lecturer II or Sessional Lecturer III in the department, provided the member agrees to so serve. Where practicable, at least one of the Committee members will have a field of expertise closely related to the courses the candidate teaches. At the Chair's discretion, Committee member(s) may be drawn from more than one department. **Where the candidate will be reviewed under Special Circumstances and teaches in multiple departments, the Chair is encouraged to select Committee members in a manner that is representative of the Departments in which the candidate teaches.**

Within two (2) weeks of the date of the Chair's letter, the candidate may advise the Chair in writing of any express reservations with respect to the appointed members. The Chair will then advise the candidate in writing of the final composition of the Advancement Committee and the anticipated timing of its review and decision.

The Chair shall designate a member or members of the Committee to observe the candidate in the classroom as a critical and requisite part of the advancement process. The candidate shall be advised of the observer(s) and the date(s) of the observation(s). The observer(s) shall prepare a confidential written report for submission to the Advancement Committee.

Student evaluations considered by the Advancement Committee shall be provided by the advancing department. Such evaluations may include evaluations for courses taught outside the advancing Department. The candidate's employment file(s) shall also be available to the Committee.

The initial letter to the candidate will also identify the written material to be submitted by the candidate for the Committee's consideration, and will indicate the date by which the material needs to be submitted, which can be no less than four (4) weeks from the date of the letter:

- A curriculum vitae, which shall include a complete list of all courses taught in the past six (6) years (seven (7) years in the case of employment in more than one department)

- A teaching dossier, which shall include representative course outlines, bibliographies and assignments
- A statement from the candidate indicating how the material in the dossier and/or all curriculum vitae demonstrates the candidate's currency with and mastery of the subject matter and superior classroom teaching.

The focus of these submissions shall be to demonstrate the candidate's currency with and mastery of the subject matter and ~~his/her~~ superior classroom teaching. In addition, all those who are raised to the rank of Sessional Lecturer II shall demonstrate that they have adhered to the following principles:

An employee shall carry out ~~his or her~~ responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to ~~make himself or herself~~ **be** accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions and to comply with established procedures and deadlines for determining, reporting and reviewing the grades of ~~his or her~~ students.

In performance of their duties, they shall deal fairly and ethically with their colleagues, shall avoid discrimination, shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.

Confidentiality

The Committee's deliberations shall be confidential.

Outcomes

The Committee's recommendation must be approved by the Chair and by the Division Head.

The Chair shall advise the candidate in writing of the outcome of the advancement process by December 31st, or before if possible for F and Y courses, by April 30 for S courses, and by August 31 for any advancement process undertaken in a Summer academic session.

A candidate who is advanced to the rank of Sessional Lecturer II shall assume that rank for purposes of consideration for vacancies in the following academic session which are circularized to the pool after the date of the Chair's letter.

Where a Department does not adhere to the timelines for the written communication of the outcome of the advancement process, and where the candidate has fulfilled all of the obligations and requirements in accordance with the advancement process, then the candidate shall be entitled to be remunerated

at the advanced rate for position(s) held in the subsequent academic term. If the Departmental delay described above continues beyond that subsequent academic term then the candidate shall continue to be remunerated at the advanced rate until the end of the academic term in which the written communication of the outcome of the advancement process has been provided to the candidate.

A candidate who is not advanced to the rank of Sessional Lecturer II may be eligible for re-evaluation after a further two (2) years of employment and a minimum of four (4) further half courses or the equivalent. It is understood and agreed that a candidate who is not advanced to the rank of Sessional

Lecturer II remains eligible for appointment at the rank of Sessional Lecturer I. It is understood and agreed that the decision not to advance the candidate, in and of itself, will not be considered in future hiring decisions.

The letter to a candidate advising ~~her/him that she/he has not been advanced of an unsuccessful advancement~~ shall contain a summary of the reasoning and evidence that formed the basis for the decision.

Appeals

If a candidate is not advanced to the rank of Sessional Lecturer II, **he/she the candidate** may request, by letter to the Chair of the advancing department within twenty (20) working days of receiving notice to that effect from the Chair, a meeting with the Division Head (or designate) for the purpose of reviewing the reasons underlying the decision. The meeting will be arranged without undue delay. The candidate shall have the right to be accompanied or represented by a Union official.

The Division Head (or designate) shall have the authority to amend the advancement decision under review.

In the event that the candidate is not satisfied with the decision of the Division Head (or designate), **he/she the candidate** shall have the right to request, within ten (10) working days, through the Union, an appeal to the University of Toronto Advancement Review Panel.

University of Toronto Advancement Review Panel

A University of Toronto Advancement Review Panel (ARP) shall be established to review decisions which do not result in advancing the candidate to the rank of Sessional Lecturer II.

The Panel shall be composed of eight (8) full-time faculty members of the University of Toronto, each from a different Department, and one (1) Sessional Lecturer III. The Union and the University shall each propose the names of prospective members until nine (9) mutually-agreeable names have been identified.

A member of the Panel may not participate in a review originating in a Department with which ~~he/she~~ the member is affiliated. The Director of the Centre for Teaching Support and Innovation may be requested to serve in an ex-officio advisory capacity.

The parties shall by mutual agreement designate a Panel Chair.

The Panel Chair shall have the responsibility of selecting three (3) members from the agreed list of members to comprise the ARP Committee for a given appeal. It is understood and agreed that the University and the Union shall have the right to raise with the Panel Chair any concerns of a potential conflict of interest in respect of certain members in a given appeal. The Panel Chair shall give due consideration to such concerns in comprising the ARP Committee. The final composition of the ARP Committee in a given appeal shall be determined by the Panel Chair.

It is understood and agreed that the Panel Chair may select a designate to act as the Panel Chair should ~~he/she~~ the Panel Chair be in a conflict of interest in respect of certain members in a given appeal.

When a review is requested, the ARP Committee shall be provided with:

- The candidate's original application (including curriculum vitae, teaching dossier, and statement; any student evaluations and other documentation relied upon during the initial proceedings)
- The Chair's letter to the candidate
- A written submission from the candidate
- The Division Head's (or designate's) written response to the candidate's submission
- All evidence the Advancement Committee had before it in making its original decision

In addition, the candidate may include a response to the Division Head's response. The ARP Committee shall consider the material and submissions, and shall either confirm the Advancement Committee's decision or determine that the candidate is to be advanced to the rank of Sessional Lecturer II.

The ARP Committee's considerations will be arranged without undue delay, and its written decision, with reasons, shall be made in as expeditious a manner as possible.

Discussions or representations occurring during this process are without precedent or prejudice, and may not be relied upon in any subsequent proceeding. Its decisions shall

be final and binding. Normally, decisions shall be issued within ten (10) working days of finalizing the decision.

Definitions

For the purposes of this Appendix:

- "Year" shall mean the twelve months between September 1 and August 31.
- "Department" shall mean a department within a faculty, or a single-department faculty, on a specific campus (e.g. the Department of English in the Faculty of Arts and Science on the St. George Campus); or a multi-disciplinary unit on a specific campus (e.g. the Department of Historical Studies at UTM); or for a particular advancement application, an approved extra-departmental program on a specific campus *on a without prejudice basis* (e.g. Cinema Studies at Innis College on the St. George campus).
- "Chair" shall mean the head of the department as defined above.
- "Panel Chair" shall mean the Chair of the University of Toronto Advancement Review Panel.

For the University

For the Union

University of Toronto
24 November 2017

WITHOUT PREJUDICE

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Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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APPENDIX A-2: Process for Advancement to Sessional Lecturer III

Eligibility

Provided ~~he/she~~ a Sessional Lecturer II possesses an advanced degree or significant professional accomplishment, a Sessional Lecturer II is eligible for consideration to be advanced to the rank of Sessional Lecturer III once the following criteria have been met:

~~Where the candidate has worked for one (1) department, once he/she has taught at least an average of four (4) half courses or two (2) Full Course Equivalents~~

- The Sessional Lecturer II has taught at least an average of three (3) half courses or one and a half (1.5) Full Course Equivalents per year in the prospective advancing department over the previous three (3) academic years;
- and has taught at the rank of Sessional Lecturer II in the advancing department for at least three (3) academic years.

Special Circumstances: Employment in Two (2) or Three (3) Departments

~~Where the candidate working in two (2) or three (3) departments has taught an average of four (4) half courses or two (2) Full Course Equivalents (FCEs) per year at the level of Sessional Lecturer II over the previous three (3) academic years, and once the candidate has taught at least three (3) half courses per academic year in the advancing department at the level of Sessional Lecturer II:~~

~~Prior to making his/her written request to initiate the advancement process, the candidate may request that the Chair of one Department undertake to recognize the courses taught in the other Department(s) for the purpose of determining eligibility for an advancement application with respect to that Department only.~~

~~Such a request shall be at the candidate's option. The Chair shall give due consideration to such requests on a case by case basis. Granting of the request is at the sole discretion of the Chair of the Department to which the request is made. The candidate shall be informed of the Chair's decision without undue delay. In the event the candidate's request is denied by the Chair, the reasons therefor shall be provided to the candidate.~~

Notification of Process

Reference to advancement eligibility and the advancement process as found in Appendix A-2 shall be made in all letters of offer.

Initiation of Process

Once a candidate meets the eligibility criteria, the candidate may, by letter to the Chair of the employee's prospective advancing department, request the initiation of the advancement process. The candidate's letter must be received not later than September 30 for advancement consideration in the Fall term, or January 31 for advancement consideration in the Spring term.

On an exceptional basis only, those candidates who meet the eligibility criteria exclusively through employment in Summer academic sessions may, by letter to the Chair of the employee's prospective advancing department, request the advancement process be undertaken in a Summer academic session. In such cases, the candidate's letter must be received not later than May 1 and July 1 for advancement consideration in the relevant Summer academic session.

The Chair of the candidate's advancing department will respond in writing to the candidate, advising the candidate of the names of the Advancement Committee, which shall be composed of the Chair (who shall act as Chair of the Committee), another relevant academic administrator, and three (3) other members of the teaching staff, appointed by the Chair. Where possible, one of the members of the Committee shall be a member of CUPE Local 3902, Unit 3 who holds the rank of Sessional Lecturer III in the department, provided the member agrees to so serve. At least one member of the Committee shall be a faculty member from another Department or Division. Where practicable, at least one of the Committee members will have a field of expertise closely related to the courses the candidate teaches.

The Chair may also solicit an external review of the advancement file. The external reviewer shall receive copies of the entire advancement file and shall provide an evaluation to the Advancement Committee for use in their deliberations. Where the Chair decides to solicit an external review of the advancement file, the Chair's letter to the candidate will include a statement that an external reviewer will be engaged.

Within two (2) weeks of the date of the Chair's letter, the candidate may advise the Chair in writing of any express reservations with respect to the appointed members. The Chair will then advise the candidate in writing of the final composition of the Advancement Committee and the anticipated timing of its review and decision. Where the candidate has been advised that an external reviewer will be engaged, the candidate may submit up to two (2) names of potential external reviewers. Final determination of the external reviewer will be made by the Chair. The name of the external reviewer shall be kept confidential.

The Chair shall designate a faculty member or members to observe the candidate in the classroom as a critical and requisite part of the advancement process. The candidate shall be advised of the observer(s) and the date(s) of the observation(s). The



observer(s) shall prepare a confidential written report for submission to the Advancement Committee. At the candidate's request, such observation may occur during the candidate's final qualifying course or courses.

Student evaluations considered by the Advancement Committee shall be provided by the advancing department. Such evaluations may include evaluations for courses taught outside the advancing Department. The candidate's employment file(s) shall also be available to the Committee.

The initial letter to the candidate will also identify the written material to be submitted by the candidate for the Committee's consideration:

- A curriculum vitae, which shall include a complete list of all courses taught since advancement to Sessional Lecturer II
- A teaching dossier, which shall include a teaching statement, representative course outlines, bibliographies and assignments
- A statement from the candidate indicating how the materials in the dossier and/or curriculum vitae demonstrates the candidate's continued currency with and mastery of the subject matter and continued superior classroom teaching.

The focus of these submissions shall be to demonstrate the candidate's continued currency with and mastery of the subject matter and ~~his/her~~ continued superior classroom teaching. In addition, all those who are raised to the rank of Sessional Lecturer III shall demonstrate that they have adhered to the following principles:

An employee shall carry out ~~his or her~~ responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to ~~make himself or herself~~ **be** accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions and to comply with established procedures and deadlines for determining, reporting and reviewing the grades of ~~his or her~~ students.

In performance of their duties, they shall deal fairly and ethically with their colleagues, shall avoid discrimination, shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.

Early Initiation of Process

Notwithstanding the foregoing, if a candidate requires only one (1) full course or one half (1/2) course of teaching to meet the eligibility criteria, and if the candidate has then been appointed in a Winter academic session during which ~~he/she~~ **the candidate** will reach or exceed all eligibility criteria, the candidate may request to initiate the process for advancement early, that is, ~~he or she~~ **the candidate** may ask to be considered for advancement during that appointment in which ~~he or she is achieving~~ the eligibility criteria for advancement **will be achieved**. The candidate's letter to the Chair requesting early initiation of process must be received no later than September 30 for F or Y courses, or January 31 for S courses.

Confidentiality

The Committee's deliberations shall be confidential.

Outcomes

The Committee's recommendation must be approved by the Chair and by the Division Head. The Chair shall advise the candidate in writing of the outcome of the advancement process by December 31st, or before if possible for F and Y courses, by April 30 for S courses, and by August 31 for any advancement process undertaken in a Summer academic session.

A candidate who is advanced to the rank of Sessional Lecturer III shall assume that rank for purposes of consideration for vacancies in the following academic session which are circularized to the pool after the date of the Chair's letter.

Where a Department does not adhere to the timelines for the written communication of the outcome of the advancement process, and where the candidate has fulfilled all of the obligations and requirements in accordance with the advancement process, then the candidate shall be entitled to be remunerated at the advanced rate for position(s) held in the subsequent academic term. If the Departmental delay described above continues beyond that subsequent academic term then the candidate shall continue to be remunerated at the advanced rate until the end of the academic term in which the written communication of the outcome of the advancement process has been provided to the candidate.

A candidate who is not advanced to the rank of Sessional Lecturer III may be eligible for re-evaluation after one (1) more year of employment and a minimum of two (2) further half courses or the equivalent.

The letter to a candidate advising ~~her/him that she/he has not been advanced of an~~ **unsuccessful advancement** shall contain a summary of the reasoning and evidence that formed the basis for the decision.

Appeals

If a candidate is not advanced to the rank of Sessional Lecturer III, ~~he/she the~~ **candidate** may request, by letter to the Chair of the advancing department within twenty (20) working days of receiving notice to that effect from the Chair, a meeting with the Division Head (or designate) for the purpose of reviewing the reasons underlying the decision. The meeting will be arranged without undue delay. The candidate shall have the right to be accompanied or represented by a Union official.

The Division Head (or designate) shall have the authority to amend the advancement decision under review.

In the event that the candidate is not satisfied with the decision of the Division Head (or designate), ~~he/she the~~ **candidate** shall have the right to request, within ten (10) working days, through the Union, an appeal to the University of Toronto Advancement Review Panel.

University of Toronto Advancement Review Panel

A University of Toronto Advancement Review Panel (ARP) shall be established to review decisions which do not result in advancing the candidate to the rank of Sessional Lecturer III.

The Panel shall be composed of eight (8) full-time faculty members of the University of Toronto, each from a different Department, and one (1) Sessional Lecturer III. The Union and the University shall each propose the names of prospective members until nine (9) mutually-agreeable names have been identified.

A member of the Panel may not participate in a review originating in a Department with which ~~he/she the~~ **member** is affiliated. The Director of the Centre for Teaching Support and Innovation may be requested to serve in an ex-officio advisory capacity.

The parties shall by mutual agreement designate a Panel Chair.

The Panel Chair shall have the responsibility of selecting three (3) members from the agreed list of members to comprise the ARP Committee for a given appeal. It is understood and agreed that the University and the Union shall have the right to raise with the Panel Chair any concerns of a potential conflict of interest in respect of certain members in a given appeal. The Panel Chair shall give due consideration to such

concerns in comprising the ARP Committee. The final composition of the ARP Committee in a given appeal shall be determined by the Panel Chair.

It is understood and agreed that the Panel Chair may select a designate to act as the Panel Chair should ~~he/she~~ the Panel Chair be in a conflict of interest in respect of certain members in a given appeal.

When a review is requested, the ARP Committee shall be provided with:

- The candidate's original application (including curriculum vitae, teaching dossier, and statement; any student evaluations and other documentation relied upon during the initial proceedings)
- The Chair's letter to the candidate
- A written submission from the candidate
- The Division Head's (or designate's) written response to the candidate's submission
- All evidence the Advancement Committee had before it in making its original decision

In addition, the candidate may include a response to the Division Head's response.

The ARP Committee shall consider the material and submissions, and shall either confirm the Advancement Committee's decision or determine that the candidate is to be advanced to the rank of Sessional Lecturer III.

The ARP Committee's considerations will be arranged without undue delay, and its written decision, with reasons, shall be made in as expeditious a manner as possible.

Discussions or representations occurring during this process are without precedent or prejudice, and may not be relied upon in any subsequent proceeding. Its decisions shall be final and binding. Normally, decisions shall be issued within ten (10) working days of finalizing the decision.

Definitions

For the purposes of this Appendix:

- "Year" shall mean the twelve months between September 1 and August 31.
- "Department" shall mean a department within a faculty, or a single-department faculty, on a specific campus (e.g. the Department of English in the Faculty of Arts and Science on the St. George Campus); or a multi-disciplinary unit on a specific campus (e.g. the Department of Historical Studies at UTM); or for a

particular advancement application, an approved extradepartmental program on a specific campus *on a without prejudice basis* (e.g. Cinema Studies at Innis College on the St. George campus).

- “Chair” shall mean the head of the department as defined above.
- “Panel Chair” shall mean the Chair of the University of Toronto Advancement Review Panel.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

APPENDIX B: ADVANCEMENT PROCESS – WRITING CENTRES

Eligibility

Provided ~~he/she~~ a Writing Instructor possesses an advanced degree or significant professional accomplishment, a Writing Instructor ~~I1~~ is eligible for consideration to be advanced to the status of Writing Instructor ~~II2~~:

Where the candidate has worked for one Writing Centre, once ~~he/she~~ the candidate has been employed for at least ~~six~~five hundred (~~500~~600) hours as a Writing Instructor 1 in the prospective advancing Writing Centre and has been employed in at least four (4) of the past six (6) years.

Special Circumstances: Employment in Two (2) Writing Centres

Where the candidate has worked for two (2) Writing Centres, once the candidate has been employed for at least three hundred (300) hours in each Writing Centre, and has been employed in at least four (4) of the past seven (7) years:

Prior to making ~~his/her~~ a written request to initiate the advancement process, the candidate may request that the Director of one Writing Centre undertake to recognize the hours of employment in the other for the purpose of determining eligibility for an advancement application with respect to that Writing Centre only.

Such a request shall be at the candidate's option. The Director shall give due consideration to such requests on a case by case basis. Granting of the request is at the sole discretion of the Director of the Writing Centre to which the request is made. The candidate shall be informed of the Director's decision without undue delay. In the event the candidate's request is denied by the Director, the reasons therefor shall be provided to the candidate.

Notification of Process

Reference to advancement eligibility, early initiation and the advancement process as found in Appendix B shall be made in all letters of offer.

Initiation of Process

Once a candidate meets the eligibility criteria, the candidate may, by letter to the Director of the employee's prospective advancing Writing Centre, request the initiation of the advancement process. The candidate's letter must be received not later than September 30 for advancement consideration in the Fall term, or January 31 for advancement consideration in the Spring term.

On an exceptional basis only, those candidates who meet the eligibility criteria exclusively through employment in Summer academic sessions may, by letter to the Director of the employee's prospective advancing Writing Centre, request the advancement process be undertaken in a Summer academic session. In such cases, the candidate's letter must be received not later than May 1 and July 1 for advancement consideration in the relevant Summer academic session.

Early Initiation of Process

Notwithstanding the foregoing, if a candidate requires fifty (50) or fewer hours to meet the eligibility criteria above (i.e. has taught at least ~~five~~four hundred and fifty (~~54~~50) hours in the Writing Center) and has been in the Writing Center for at least three (3) of the last six (6) years, and if the candidate has then been appointed in a Winter academic session during which ~~he/she~~ the candidate will reach or exceed all eligibility criteria, the candidate may request to initiate the process for advancement early, that is, ~~he or she~~ the candidate may ask to be considered for advancement during that appointment in which ~~he or she is achieving the~~ candidate will achieve the eligibility criteria for advancement. The candidate's letter to the Director requesting early initiation of process must be received no later than September 30 for the fall term or January 31 for the spring term.

Advance Request for Candidate Observation

If requested, in writing, by the candidate in advance of formal initiation of the advancement process, the Committee Co-chairs shall, subject to operational requirements, arrange for the observation of the candidate in the course of ~~his/her~~ the candidate's Writing Centre duties to be conducted during the candidate's final qualifying period of employment.

Advancement Process

The Director of the candidate's advancing Writing Centre will respond in writing to the candidate, advising the candidate of the name of the academic administrator who, as co-chair with the Director, shall act as the Advancement Committee. Where possible, an additional member of the Committee shall be a member of the CUPE Local 3902 Unit #3 bargaining unit who holds the status of Writing Instructor ~~#2~~ in the advancing Writing Centre, provided the member agrees to so serve. At the co-chairs' discretion, an additional Committee member may be drawn from the advancing Writing Centre or another Writing Centre. The names of any such additional members will also be provided to the candidate.

Within two (2) weeks of the date of the Director's letter, the candidate may advise the Committee Co-chairs in writing of any express reservations with respect to the appointed members. The Committee Co-chairs will then advise the candidate in writing of the final composition of the Advancement Committee and the anticipated timing of its review and decision.

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The Committee Co-chairs shall designate a member or members of the Committee to observe the candidate in the course of ~~his/her~~ the candidate's Writing Centre duties as a critical and requisite part of the advancement process. The member or members observing the candidate shall prepare a confidential written report for submission to the Advancement Committee.

Writing Centre student evaluations considered by the Advancement Committee shall be provided by the advancing Writing Centre. Such evaluations may include evaluations of employment in Writing Centres outside the advancing Writing Centre. The candidate's employment file(s) shall also be available to the Committee.

The initial letter to the candidate will also identify the written material to be submitted by the candidate for the Committee's consideration:

- A curriculum vitae, which shall include a complete summary of all Writing Centre employment in the past six (6) years (seven (7) years in the case of employment in more than one Writing Centre)
- A writing instruction dossier, which shall include any relevant instructional or reference materials prepared by the candidate

A statement from the candidate indicating how the material in the dossier and/or curriculum vitae demonstrates the candidate's currency with and mastery of the subject matter and superior critiquing, analytical and instructional skills.

The focus of these submissions shall be to demonstrate the candidate's currency with and mastery of writing instruction and ~~his/her~~ superior critiquing, analytical and instructional skills. In addition, all those who are raised to the status of Writing Instructor ~~H2~~ shall demonstrate that they have adhered to the following principles:

An employee shall carry out ~~his or her~~ responsibility for writing instruction in a Writing Centre with all due attention to the establishment of fair and ethical dealings with students, taking care to ~~make himself or herself~~ be accessible to students for consultation where so assigned, to maintain consultation schedules or appointments in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling; and to comply with established procedures and deadlines established by the Writing Centre.

In performance of their duties, they shall deal fairly and ethically with their colleagues, shall avoid discrimination, and shall observe appropriate principles of confidentiality.

Confidentiality

The Committee's deliberations shall be confidential.

Outcomes

The Committee's recommendation must be approved by the academic administrator responsible for the advancing Writing Centre, and reported for information to the Division Head.

The Committee Co-chairs shall advise the candidate in writing of the outcome of the advancement process by December 31st, or before if possible for fall term, by April 30 for spring term, and by August 31 for any advancement process undertaken in a Summer academic session.

A candidate who is advanced to the status of Writing Instructor **#2** shall assume that status for purposes of consideration for vacancies in the following academic session which are circularized to the pool after the date of the Committee Co-chairs' letter.

Where a Writing Centre does not adhere to the timelines for the written communication of the outcome of the advancement process, and where the candidate has fulfilled all of the obligations and requirements in accordance with the advancement process, then the candidate shall be entitled to be remunerated at the advanced rate for position(s) held in the subsequent academic term. If the Writing Centre's delay described above continues beyond that subsequent academic term then the candidate shall continue to be remunerated at the advanced rate until the end of the academic term in which the written communication of the outcome of the advancement process has been provided to the candidate.

A candidate who is not advanced to the status of Writing Instructor **#2** may be eligible for re-evaluation after a further two (2) years of employment and a minimum of three hundred (300) further hours of employment. It is understood and agreed that a candidate who is not advanced to the rank of Writing Instructor **#2** remains eligible for appointment at the rank of Writing Instructor **#1**. It is understood and agreed that the decision not to advance the candidate, in and of itself, will not be considered in future hiring decisions.

The letter to a candidate advising ~~her/him that she/he has not been advanced of an~~ **unsuccessful advancement** shall contain a summary of the reasoning and evidence that formed the basis of the decision.

Appeals

If a candidate is not advanced to the status of Writing Instructor **#2**, **he/she the candidate** may request, by letter to the academic administrator responsible for the advancing Writing Centre within twenty (20) working days of receiving notice to that effect from the Committee Co-chairs, a meeting with the Division Head (or designate) for the purpose of reviewing the reasons underlying the decision. The meeting will be arranged without undue delay. The candidate shall have the right to be accompanied or represented by a Union official.

The Division Head (or designate) shall have the authority to amend the advancement decision under review.

In the event that the candidate is not satisfied with the decision of the Division Head (or designate), he/she the candidate shall have the right to request, within ten (10) working days, through the Union, an appeal to the University of Toronto Advancement Review Panel.

University of Toronto Advancement Review Panel

It is agreed that the University of Toronto Advancement Review Panel as set out in Appendix A shall encompass the review of decisions which do not result in advancing the candidate to the status of Writing Instructor H2.

A member of the Panel may not participate in a review originating in a Writing Centre with which he/she the member is affiliated. The Director of the Centre for Teaching Support and Innovation may be requested to serve in an ex-officio advisory capacity.

When a review is requested, the Panel shall be provided with:

- The candidate's original application (including curriculum vitae, writing instruction dossier, and statement; any student evaluations and other documentation relied upon during the initial proceedings)
- The Committee Co-chairs' letter to the candidate
- A written submission from the candidate
- The Division Head's (or designate's) written response to the candidate's submission
- All evidence the Advancement Committee had before it in making its original decision.

In addition, the candidate may include a response to the Division Head's response.

The ARP Committee shall consider the material and submissions, and shall either confirm the Advancement Committee's decision or determine that the candidate is to be advanced to the status of Writing Instructor H2.

The ARP Committee's considerations will be arranged without undue delay, and its written decision, with reasons, shall be made in as expeditious a manner as possible.

Discussions or representations occurring during this process are without precedent or prejudice, and may not be relied upon in any subsequent proceeding. Its decisions shall be final and binding. Normally, decisions shall be issued within ten (10) working days of finalizing the decision.

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Definitions

For the purposes of this Appendix:

- “Year” shall mean the twelve months between September 1 and August 31.
- “Director” shall mean the administrative head of a Writing Centre.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Appendix B-2: Writing Instructor 2 (priority)

1. Granting of priority status: The terms of this Appendix apply to individuals who have been advanced to the status of Writing Instructor 2 (WI2) and who have served at that rank for at least **fivefour (54)** consecutive years in a single Writing Centre, with a minimum average of 300 hours per academic year based on the three (3) most recent years in that Writing Centre. A WI2 who meets these criteria will be considered a WI2 (priority).

2. Implementation of priority status: A WI2 (priority) will have priority for employment in the Writing Centre in which they were working when they met the criteria in paragraph 1 on the following terms:

- (a) The WI2 (priority) will have priority in the three consecutive years following first meeting the criteria set out in paragraph (1), or any successful review as set out in paragraph 1(c).
- (b) Each WI2 (priority) will be offered a contract of employment of no fewer than 300 hours in an academic year, normally over a period of two terms. For clarity, this contract of employment will be offered without the assignment being posted under Article 16:05 of the Collective Agreement.
- (c) In the third consecutive year of the three years referred to in paragraph 2(a), the Writing Centre Director shall review the employee's performance. The review shall take into account performance during the current and previous two academic years. If the Director concludes that the employee's performance has been and continues to be superior, the WI2 (priority) will be given priority for a further three consecutive years, and another review will take place in the third year.
- (d) Notwithstanding paragraph 2(b), the employee and the University may agree to an employment contract of fewer than 300 hours in an academic year.
- (e) Notwithstanding the requirement in paragraph 2(a) that priority apply to consecutive academic years, if the employee accepts an academic position at the University or elsewhere, the employee may request that a contract be deferred to the subsequent academic year. Such a request is subject to the Writing Centre Director's approval. The Writing Centre Director intends to act reasonably in considering such requests. If approval is granted, the term "consecutive years" in paragraph 2(a) will apply to three consecutive academic years in which the employee works for the University as a writing instructor.
- (f) If the Writing Centre is unable to offer a contract, or is only able to offer a contract for fewer than 300 hours, during one of the three consecutive years during which a WI2 (priority) has priority status, the University will pay the

employee the difference between the hours worked and 300 hours for that academic year.

- (g) A WI2 (priority) will be entitled to enrol in the Group RRSP available to sessional lecturers in accordance with Article 25 of the Collective Agreement, provided the employee is eligible and elects to participate in accordance with 25:03(b) and 25:03(c). Each participating WI2 (priority) will contribute six percent (6.0%) of eligible income and a matching amount will be contributed by the University. The University's contribution will be added to the participant's T4 income and then deducted as a contribution, and is subject to statutory payroll deductions. Provisions 25:03(g) to 25:03 (j) of the Collective Agreement will apply to those participating in the Group RRSP.

3. Cessation of priority status/employment

- (a) If, as a result of the review set out in paragraph 2(c), the Writing Centre Director concludes that the employee's performance has not been or is not superior, the employee will no longer be considered a WI2 (priority) and will have no further entitlement under this Letter.
- (b) The Director's determination under paragraph 2(c) shall not be subject to the grievance and/or arbitration provisions of the Collective Agreement.
- (c) If the Director concludes that the employee's performance has not been or is not superior, the employee shall have the right to utilize the appeals process in Appendix B, as set out under the headings "Appeals" and "University of Toronto Advancement Review Panel", with the following modifications:
- All references to "Writing Instructor **HI2**" will be interpreted as references to "Writing Instructor 2 (priority)".
 - All references to "the Advancement Committee" will be interpreted as references to "the Director".
 - All references to advancement to the status of Writing Instructor **HI2** will be interpreted as references to being considered a WI2 (priority).
 - The materials with which the Panel will be provided will not include an "original application" but will include written documentation, if any, that was relied upon by the Director in reaching their determination, as well as the items listed in the second, third and fourth bullet points in the applicable provision of Appendix B.
 - The remaining provisions of the relevant sections of Appendix B apply to any appeal under this paragraph including the fact that the University of Toronto Advancement Review Panel's decisions are final and binding.

- (d) If a WI2 (priority) declines an offer of employment that is made in accordance with this Appendix (except where a deferral for one year is granted under paragraph 2(e)) the WI2 (priority) will lose their priority status and have no further entitlement under this Appendix. Such a loss of priority will not prevent an employee from requalifying for priority status in the future if the employee again meets the criteria set out in paragraph 1.
- (e) A WI2 who ceases to be entitled to priority status in accordance with this paragraph continues to have the entitlements of a WI2 within the terms of the Collective Agreement.
- (f) If the Writing Centre or program closes, an effort will be made to offer a contract in order to fulfill the guaranteed hours for the WI 2 (priority) at another Writing Centre. If such effort is unsuccessful priority status terminates effective upon closure.
- (g) In the event that for a second consecutive year the Writing Centre is unable to offer a contract no further payment will be made (beyond the one-year payment contemplated in paragraph 2(f)), and the WI2 (priority) will be entitled to apply for severance under Article 30:01 of the Collective Agreement.
- (h) A WI2 (priority) will be entitled to elect severance under Article 30:01 of the Collective Agreement in the event that, for a second or subsequent consecutive academic year, the Writing Centre is only able to offer the WI2 (priority) a contract for fewer than 300 hours. If the WI2 (priority) elects to accept a contract for fewer than 300 hours in an academic year, they may elect severance in a subsequent year if in consecutive years fewer than 300 hours per academic year continue to be offered.
- (i) Nothing in this paragraph prevents the WI2 (priority) from applying for severance under the terms of Article 30:01 of the Collective Agreement if the terms of that Article apply in the circumstances.

4. Other

For clarity, nothing in this Appendix prevents the University from applying Article 11: Progressive Discipline to an employee during a contract that was obtained through the application of this Appendix, nor does this Appendix prevent the employee from filing a grievance in the normal course relating to any disciplinary measure(s) that may be imposed.

Nothing in this Appendix prevents a WI2 (priority) from applying for and accepting additional work within the hiring Writing Centre or elsewhere in accordance with the terms of the Collective Agreement.

Nothing in this Appendix prevents the University from assessing the employee's performance at a time other than the third contract.

The only grievances that may be filed in respect of this Appendix are ones that allege that the University has breached one or more of the following obligations:

- to offer a contract as set out in paragraphs 2(a) and 2(b),
- to act reasonably in considering a request under paragraph 2(e)
- to make the payment contemplated in paragraph 2(f),
- to make the contributions set out in paragraph 2(g), and/or
- to pay severance in accordance with paragraph 3(g).

Except as specifically set out in this Appendix, no grievances of any kind may be filed in relation to this Appendix.

This Appendix is agreed to notwithstanding the scope clause of the Collective Agreement.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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LETTER OF INTENT: CUPE 3902, UNIT 3 FUND

February 18, 2015

Chair, Canadian Union of Public Employees, Local 3902, Unit 3

The parties agree that the employer shall pay to the Union by September 15 of each year in which this collective agreement is in effect, an amount of \$140,000 in year 1 of the collective agreement, \$140,000 in year 2, and \$140,000 in year 3, and \$140,000 in year 4 for the establishment of a CUPE 3902, Unit 3 Fund. Unused portions of the fund shall be carried forward into the following academic year.

In the ~~2014-15~~ **2017-18** year, payment shall be made no later than ~~July 1, 2015~~ one month following ratification of the renewal collective agreement.

The Union shall establish criteria for the Fund, subject to the provision that the Fund be allocated, on an objective basis, to members of CUPE, local 3902, unit 3.

The University recognizes that the ongoing professional development of bargaining unit members (including but not limited to research, advanced study, and other related professional activities) is of mutual benefit to individual members and the University. Accordingly, The parties agree that the criteria will be based on support for attendance at an academic and/or pedagogical conference related to the members' teaching, or professionally-related expenses (e.g. membership in professional associations, journal subscriptions, professional musical equipment, etc).

The Union shall bring the proposed criteria to the Labour/Management Committee for discussion prior to adoption by the Union. The Union shall provide copies of the adopted criteria to the Employer.

The Union shall ensure that the fund is kept in a separate account and is audited on an annual basis. Copies of the audited report shall be provided to the employer on an annual basis.

Angela Hildyard

Kelly Hannah-Moffat

Vice-President, Human Resources & Equity
University of Toronto

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

LETTER OF INTENT: Provostial Working Group to Review Writing Instructor 2 Priority

Chair, Canadian Union of Public Employees, Local 3902, Unit 3

This letter is written to reflect our discussions in this round of collective bargaining concerning Writing Instructors 2 Priority.

The University will create a Provostial Working Group, co-chaired by the Vice-Provost, Faculty and Academic Life and the Vice-Chair of Unit 3 or designate. In addition, the membership of the Working Group will include up to five (5) members of the University and five (5) members of the Union. The University members will include the Vice-President, Human Resources & Equity.

The Working Group will review the Writing Instructor 2 Priority model. The Working Group will make recommendations to the Provost.

In addition, the Working Group may recommend revisions to the Collective Agreement in respect of Writing Instructors which, if approved by the Provost and agreed to by the Union, will replace the existing provisions upon the signing of a memorandum of agreement incorporating such changes.

The Working Group will be established by September 1, 2018. Recommendations from the Working Group will be forwarded to the Provost no later than April 30, 2019.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

LETTER OF INTENT: Sustainability Committee

The University and the Union recognize the importance of protecting the environment and promoting environmentally sustainable practices in the workplace. To that end, during the life of this Collective Agreement, the parties agree to meet and discuss establishing a sustainability committee with the aim of exploring initiatives and practical measures that address issues related to sustainability, climate change, the University's carbon footprint, and minimizing the unnecessary consumption of resources.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

LETTER OF INTENT: Mutual Agreement to Waive Posting

The University will encourage departments to use the provisions of Article 14:17 Mutual Agreement to Waive Posting.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Letter of Understanding: Online Courses

The parties agree that all provisions of the CUPE 3902 Unit 3 Collective Agreement extend to the delivery of online courses.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Letter of Intent: Advancement to the Rank of Sessional Lecturer II

The University commits to undertaking a review, during the 2017-18 academic year, of all CUPE 3902 Unit 3 employees holding the ranks of Sessional Lecturer I and Sessional Lecturer I Long Term, in an effort to:

- (1) identify those employees who currently meet the eligibility criteria required to be considered for advancement to the rank of Sessional Lecturer II, and;
- (2) identify those employees who will meet the eligibility criteria required to be considered for advancement to the rank of Sessional Lecturer II under an early initiation of process in the employee's next appointment.

Employees identified as a result of the review will be notified in writing of their eligibility status, and will be encouraged to request consideration for advancement in the next appointment for which the employee is employed.

Advancement requests made as a result of this Letter of Intent, will be considered in accordance with Appendix A: Process for Advancement to Sessional Lecturer II.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Letter of Intent: Sessional Lecturer I – Long Term

The University commits to undertaking a review, during the 2017-18 academic year, of all CUPE 3902 Unit 3 employees holding the rank of Sessional Lecturer I in an effort to identify those employees who currently meet the conditions for the Sessional Lecturer I – Long Term designation. Employees identified as a result of the review will be notified in writing of their designation.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.



Letter of Understanding: Writing Centres

As of the date of ratification of this Collective Agreement, the following units are Writing Centres for the purpose of the Collective Agreement:

Daniels Writing Centre, in the John H. Daniels Faculty of Architecture, Landscape and Design
Engineering Communication Program
English Language Development Centre (UTSC)
Graduate Centre for Academic Communication (formerly the ELWS @ SGS)
Health Sciences Writing Centre
Innis College Writing Centre
New College Writing Centre
OISE Student Success Centre
Philosophy Department Essay Clinic
The Robert Gillespie Academic Skills Centre
University College Writing Centre
UTSC Writing Centre
Woodsworth College Academic Writing Centre

The University agrees to notify the Union in the event that there is a revision to this list.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Letter of Intent: Training

The University will make available to the Designated Authorities responsible for the hiring of CUPE 3902 Unit 3 employees the unconscious bias training available to Chairs.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

LETTER OF INTENT: Legislative Changes

If Bill 148, Fair Workplaces, Better Jobs Act, 2017 legally requires any adjustment(s) to any of the wage rates in Article 22:01 in order to bring the University in compliance with said legislation, then any such adjustment(s) will be implemented and will be effective on May 1, 2019, notwithstanding the applicable provision of Bill 148 which may permit a later effective date.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

NEW: Letter of Intent: Course Evaluations

By September 1, 2018, the Parties agree to establish a Course Evaluation Working Group with the aim of exploring initiatives and practical measures that address equity issues related to students' responses to course evaluations.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

University of Toronto
24 November 2017

WITHOUT PREJUDICE

The University and the Union agree to RENEW, AMEND or NOT RENEW as specified below the following Letters of Intent for the term of the renewal Collective Agreement:

Joint LOI: Union Dues/Membership	RENEW
Joint LOI: Arbitration	RENEW
JOINT LOI: Duplicate Provisions	RENEW
LOI: EI Hours for Sessional Lecturers	RENEW
LOI: Teaching Assistant Support Framework Statements	RENEW
LOI: Workload Review	RENEW
LOI: Transitional Professional Expense Program	RENEW
LOI: Expense Reimbursement	RENEW
LOI: Wages at OISE	RENEW
LOI: Matters Referred to the Labour-Management Committee	NOT RENEW
LOI: Unit 3 Fund	AMEND
LOI: Information Requests	NOT RENEW
LOI: Language to be Included in Letters of Offer	<u>AMEND</u>
LOI: Reading and Research Courses	NOT RENEW
LOI: Eligibility for Principal Investigators	RENEW
LOI: Teaching Awards	RENEW
LOI: Form T2200	NOT RENEW
LOI: Advancement Process Outcomes	NOT RENEW
LOI: Working Group Unit 3 Job Postings	NOT RENEW
LOI: Writing Centres	RENEW
LOI: Transfer of Degree Program	RENEW
LOI: Advancement Process	<u>RENEW</u>
LOI: Student Evaluations	NOT RENEW
LOI: Hiring Grievances – Article 12:01(b)(i)	<u>RENEW</u>
LOU: Employment Equity	RENEW
LOI: Terms of Reference for a Provostial Working Group on Writing Instructors	NOT RENEW
LOI: Provostial Guidelines	NOT RENEW
LOI: Multi-site JHSC	RENEW
LOI: Department Meetings	RENEW
LOI: Information about Postings	NOT RENEW

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

LETTER OF INTENT: LANGUAGE TO BE INCLUDED IN LETTERS OF OFFER

February 18, 2015

Chair, Canadian Union of Public Employees, Local 3902, Unit 3

The parties agree that the following language shall be included in letters of offer to Sessional Lecturers and Writing Instructors:

Re: Advancement

You could be eligible for consideration for advancement to the next rank if you meet the following criteria:

If you are a Sessional Lecturer I and with this appointment you will have taught in four (4) of the last six (6) years and at least ~~eight (8)~~ six (6) half courses;

If you are a Writing Instructor I and with this appointment you will have worked four (4) of the last six (6) years and at least ~~six~~ five hundred (~~600~~500) hours;

If you are a Sessional Lecturer II and with this appointment you are beginning your fourth year at the rank of Sessional Lecturer II, and have taught an average of ~~four (4)~~ three (3) half courses per year in the preceding three (3) years.

Complete eligibility criteria can be found in the Collective Agreement. Please contact CUPE 3902 or visit www.cupe3902.org for more information. The deadline to initiate the advancement process is either September 30 or January 30. I encourage you to apply for advancement when you meet the criteria.

RE: GRRSP

As part of your terms of employment, you are eligible to participate in a Group Registered Retirement Savings Plan (GRRSP). If you join the Plan, you will contribute five (5%) (six (6%) in the case of Sessional Lecturer III and Writing Instructor 2 (priority)) of eligible income and a matching amount will be contributed by the University. For further information about the Plan, visit www.hrandequity.utoronto.ca. To enroll, please complete the enclosed form and send it to Central Benefits at 215 Huron Street, 8th Floor.

Additionally, the parties agree that the following language shall be included in letters of offer to Sessional Lecturers:

Any additional work required that arises out of this appointment (e.g. deferred exams) and which is required to take place following the normal ending date of this appointment will be compensated in accordance with Article 29: Remuneration for Teaching-Related Service.

For the University

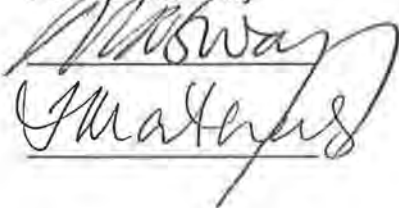
For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

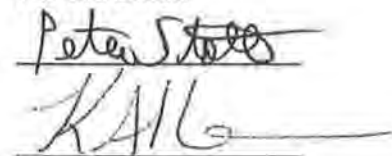
ARTICLE 3: RESERVATION OF MANAGEMENT RIGHTS

3:01 The **University Employer** retains the right to manage the University in all respects except to the extent specifically modified by the terms of this Collective Agreement. Without limiting the generality of the foregoing statement, the **University Employer** has the right to: manage all aspects of the academic and business enterprise of the University; to hire, classify, transfer, promote, demote, layoff, discipline, suspend or discharge employees; to enforce reasonable rules and regulations, not inconsistent with this Collective Agreement, which govern the conduct of employees; and to determine the courses to be offered, the frequency and number of such courses, the academic standards for such courses, requirements for credits and degrees, enrolment, and deployment of academic and other resources for the delivery of such courses. The Employer agrees to exercise these rights in a manner which is fair, reasonable, equitable and consistent with the provisions of this Agreement.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

4.:01

- (a) The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, or harassment exercised or practiced in any matter concerning the application of the provisions of this Agreement by reason of: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religious or political affiliation or belief, sex, gender, sexual orientation, gender identity, gender expression, age, record of offences, marital status (as defined in law), same-sex partnership status, family status, parental status, number of dependants, disability (including AIDS/HIV status), physical attributes, or academic school of thought, nor by reason of the employee's non-membership, membership or activity in the Union.

For the University

A handwritten signature in black ink, appearing to be 'M. Swan', written over a horizontal line.

For the Union

A handwritten signature in black ink, appearing to be 'Peter Stoll', written over a horizontal line.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

WORKPLACE HARASSMENT

4:10 The University will provide an environment where members of the bargaining unit are not subjected to workplace harassment. **Bargaining unit employees will not engage in workplace harassment.** In assessing whether workplace harassment may have occurred, the definitions and standards set out in the **Occupational Health and Safety Act and the University's Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct, and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time**~~Civility Guidelines and the applicable statute(s)~~, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. **For clarity, the current Occupational Health and Safety Act defines "workplace harassment" as: "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome."**

For clarity, workplace harassment may occur while on University of Toronto premises and in work-related activities or social events occurring off-campus. For clarity, workplace harassment that occurs through electronic means is covered by this Article.

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after sixty (60) working days have elapsed from the date the written complaint was finalized, signed by the employee and submitted to the University, specifying the conduct alleged to constitute workplace harassment, the University has not provided the employee with a response to the complaint. Such grievance will be filed at Step 3 **(or Step 2 in the case of single department faculties)** of the grievance procedure. ~~If not resolved at Step 3, the parties may agree to mediation or facilitation before an agreed-upon mediator or facilitator before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.~~

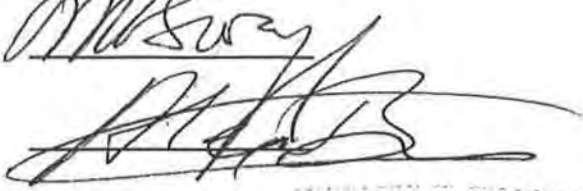
During any internal steps taken to resolve the situation, employees shall be informed in writing of their right to be accompanied by a Union representative.

University of Toronto
August 2, 2017

WITHOUT PREJUDICE

90

For the University

Two handwritten signatures in black ink, one above the other, on a horizontal line.

For the Union

Two handwritten signatures in black ink, one above the other, on a horizontal line.

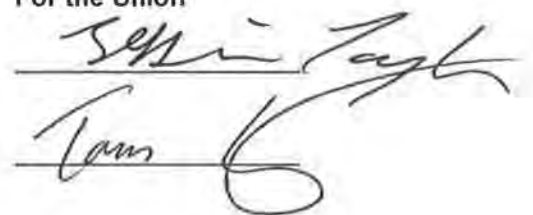
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

6:02 All enquiries concerning Union dues or dues deductions should be directed to CUPE/SCFP, Local 3902, 180 Bloor Street West, Suite 803, Toronto, Ontario M5S 2V6, telephone: 416-593-7057, e-mail: info@cupe3902.org.

For the University

A handwritten signature in black ink, appearing to read "M. Smith", written over a horizontal line.

For the Union

A handwritten signature in black ink, appearing to read "S. Taylor", written over a horizontal line.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

6:05 The Employer agrees to issue, upon request from the Union in writing, to the Staff Representative(s) of the Union:

(a) aA library card (valid at both Robarts Library and Bora Laskin Law Library) to the Staff Representative(s) of the Union.

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

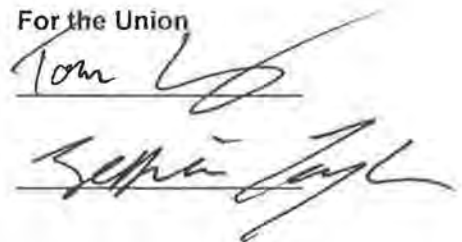
There shall be no charge to the Union or to the Staff Representative(s) for the card and/or wireless access. Use of the card and wireless network shall be subject to the general regulations made from time to time by the University and/or the Library. Access to the Bora Laskin Law Library shall include 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.

[See Joint Letter of Intent – Duplicate Provisions]

For the University

A handwritten signature in black ink, appearing to be "M. S. ...", written over a horizontal line.

For the Union

A handwritten signature in black ink, appearing to be "Tom ...", written over a horizontal line.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Information to Employees

6:06 The Employer agrees to inform all new employees that a Collective Agreement is in effect. **A searchable electronic copy shall be provided to each new employee at the email address provided by the employee.**

The collective agreement will be posted on the University's Human Resources & Equity website **in a searchable format** and a link to said website will be provided to all employees in the bargaining unit.

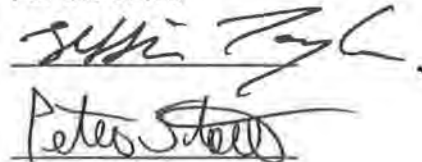
The University will provide the Union with ~~an~~**a** searchable electronic copy and ~~one~~ **two** hundred ~~and fifty~~ **(400 250)** printed copies of the agreement.

The Employer agrees to provide each hiring unit employing members of the bargaining unit with five (5) printed copies, per agreement year.

For the University

Two handwritten signatures in black ink, one above the other, representing the University.

For the Union

Two handwritten signatures in black ink, one above the other, representing the Union. The top signature appears to be "Suzanne Fyfe" and the bottom one "Peter Steels".

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

6:07 ~~The hiring Department shall provide to all employees a link to a one-page (letter size, single or double sided) statement about the Union, prepared by the Union, provided that the statement is first forwarded to the Director, Labour Relations (or his/her designate) for information and approval as to its factual accuracy. If the Director, Labour Relations (or designate) does not provide notification of errors or inaccuracies to the Union within two (2) weeks of receiving the statement, the information shall be presumed to be acceptable. The statement shall be provided at or prior to the time the employee receives his/her letter of offer with respect to employment in this bargaining unit.~~

(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, 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."

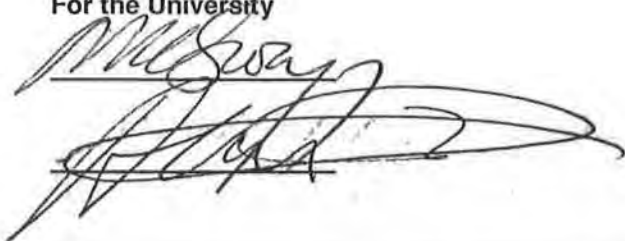
the MBST
(b) In the event that Department makes written employment offers to individuals for appointments covered by this Agreement that are not sent electronically, the Department shall provide the following statement to the individual in an electronic correspondence: "A statement about the Union, along 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 no event, no later than the start date of employment.

(c) The placeholder "[WEB ADDRESS]" referred to in paragraphs a) and b) shall contain the web address for the CUPE Local 3902, Unit 3 home page that is a central hub for navigating information concerning CUPE Local 3902, Unit 3 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 3 home page that is a central hub for navigating information concerning CUPE Local 3902, Unit 3. For clarity, neither the placeholder "[WEB ADDRESS]" nor the

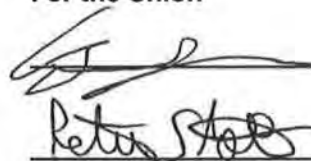
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embedded link shall link the user directly to any particular document(s).

For the University

A handwritten signature in black ink, appearing to be 'M. S. ...', written over a horizontal line.

For the Union

A handwritten signature in black ink, appearing to be 'Peter ...', written over a horizontal line.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

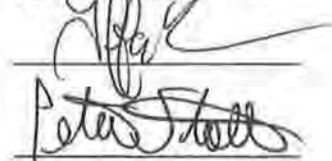
7:02 Further, the parties to this Agreement acknowledge that the University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, they agree to abide by the principles of academic freedom as expressed in the following statement with respect to Sessional Lecturers, and Writing Instructors, and Other Music Professionals: academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without reference to prescribed doctrine, as well as the right to criticize the University, and society at large. Specifically, and without limiting the above, academic freedom entitles Sessional Lecturers, and Writing Instructors, and Other Music Professionals to:

- (a) freedom in carrying out their assigned teaching;
- (b) freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather academic freedom makes such commitment possible.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

ARTICLE 11: PROGRESSIVE DISCIPLINE

11:01 The Employer shall not discipline without just cause, and shall have due regard for the principles of progressive discipline.

Discipline will normally follow investigation and discussion with the employee, and will normally proceed through the following steps, with the objective of resolving the matter and/or correcting the behaviour as early as possible:

Step I: Oral Warning

Step II: Written warning or letter of reprimand

Step III: Unpaid short suspension

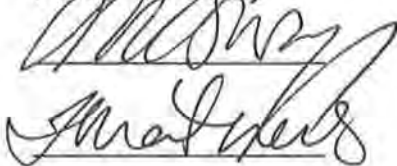
Step IV: Unpaid long suspension

Step V: Discharge

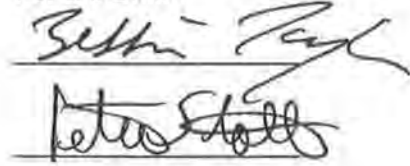
11:02 ~~Progressive discipline refers to the concept of disciplinary measures being corrective in nature, proportional to the seriousness of the issue, and normally increasing in severity in the event of repetition of the same or similar occurrences.~~ Disciplinary measures shall be proportional to the seriousness of the issue and shall normally increase in severity with repetition of the same or similar occurrences. The Employer reserves the right to skip one or more steps outlined above, respond to serious circumstances as necessary, having regard for the severity of the conduct in question and the relevant mitigating and aggravating factors, if any.

11:03 An employee who is disciplined shall receive a copy of any written disciplinary notice, and the reasons therefor. The Union will also be sent an electronic copy of the notice within one (1) working day (24 hours) of the notice being sent to the employee.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Complaint Stage (Optional)

12:06 If an employee has an employment-related complaint which could become the subject of a grievance, the employee may, as soon as possible after the occurrence of the matter which is the subject of the complaint, request a meeting with the employee's immediate supervisor in order to give the immediate supervisor an opportunity to adjust the complaint. The employee may have ~~her/his~~ a Union representative present at such a meeting. If a resolution to the complaint is arrived at as a result of the meeting, the employee shall be allowed to request a statement of the resolution, in writing, from the supervisor. In the event that an employee requests such a statement in writing, the supervisor shall comply without undue delay. The parties agree that a written statement provided in response to such a request shall not be relied upon or referred to by either party as having any precedential or interpretative value, and shall be considered to have been made on a "without prejudice" basis.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

14:06 An email notification of each such job posting will be sent to each person forming part of the pool on the date of the email. The Union shall be copied on the email. A copy of the job posting shall also be posted on the University's current opportunities Department's bulletin board and/or on the Department's web site.

~~The Union shall be copied on the email.~~

For the University



M. S. Singh

For the Union



K. A. G.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

14:16

Once a position has been accepted by an applicant ~~more than two (2) months prior to the commencement of the first class~~, if the position is eliminated ~~less than two (2) months prior to the commencement of the first class~~, the Employer shall endeavour to offer a another comparable position(s) or bundle of duties at least equivalent to the position originally accepted by the affected employee. Any No such offer shall ~~not~~ be subject to the posting and selection provisions of this Article. In the event that no such position(s) can be offered, the Employer shall pay the affected employee according to the following scale:

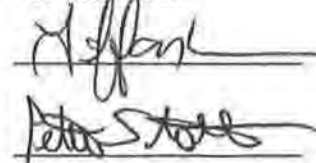
- (1) where the position has been eliminated ~~less than two (2) months and~~ more than one (1) month prior to the commencement of the first class, the employee shall be paid ~~fifteen percent (15%)~~ twenty five percent (25%) of the amount of the wages applicable to the eliminated position.
- (2) where the position has been eliminated less than one (1) month prior to the commencement of the first class, the employee shall be paid ~~thirty percent (30%)~~ forty percent (40%) of the amount of the wages applicable to the eliminated position.
- (3) where the position has been eliminated after the commencement of the first class, in addition to any wages paid, the employee shall be paid ~~fifty percent (50%)~~ seventy five percent (75%) of the remaining wages applicable to the eliminated position.

Where more than one position has been offered and accepted, any changes will be dealt with on a per-course basis.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

15:06 Where a Department determines that there is, or is likely to be, a need for employment of Sessional Instructional Assistants, the following job posting will be compiled for each such course:

1. the title and number of the course
2. the course description
3. an estimate of the number of positions available
4. an estimate of the course enrolment
5. hours of work
6. class schedule
7. sessional dates of appointment
8. salary
9. minimum qualifications and preferred qualifications (if any)
10. a brief description of the duties
11. the closing date and procedure for a pool member to indicate interest in being considered for the position
12. **an employment equity statement inviting all qualified applicants to make application.**

All postings shall include the following statement: "This job is posted in accordance with the CUPE 3902 Unit 3 Collective Agreement." It is understood that some announcements of vacancies are tentative, pending final course determinations and enrolment.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

15:07 An email notification of each such job posting will be sent to each person forming part of the pool on the date of the email. The Union shall be copied on the email. A copy of the job posting shall also be posted on the University's current opportunities Department's bulletin board and/or on the Department's web site.

~~The Union shall be copied on the email.~~

For the University




For the Union




Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

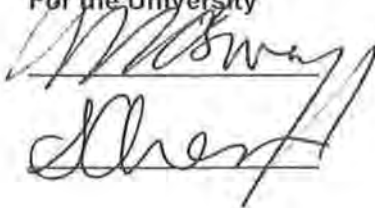
Hiring Criteria

15:12 Teaching excellence is a crucial component of the academic mission of the University of Toronto. Subject to the provisions of Article 15:02, applicants for positions shall be selected in furtherance of that goal.

In considering the applicants who possess the qualifications required for a position, ~~ability~~, academic qualifications, demonstrable suitability for the position, and past experience, and teaching ability shall be the criteria used in selection of the most qualified applicant.

When choosing between two qualified candidates who are relatively equal based on the criteria set out in the posting and in this Collective Agreement, preference shall be given to the candidate who has the most experience with the particular course (or closely related course). In the event that each such candidate has the same experience with the particular course (or closely related course), preference shall be given to the candidate whose experience is most recent.

For the University

A handwritten signature in black ink, appearing to be 'M. Brown', written over a horizontal line.

For the Union

A handwritten signature in black ink, appearing to be 'Peter Stoll', written over a horizontal line.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

- 16:06 An email notification of each such job posting will be sent to each person forming part of the pool on the date of the email. The Union shall be copied on the email. A copy of the job posting shall also be posted on the University's current opportunities Writing Centre's bulletin board and/or on the Writing Centre's web site. ~~The Union shall be copied on the email.~~

For the University




For the Union




Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

18:06 **The Each** employee has the right to comment, in writing, on **his/her the employee's** performance evaluation and shall be informed of this right. The evaluation, including comments, if any, from the employee, shall be placed in the employee's employment file, **except in the case of formative evaluations conducted pursuant to Article 18:02 above.**

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

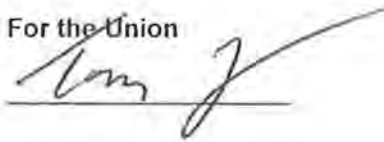
Union Conventions

19:02 Subject to the approval of the supervisor(s) concerned, and upon written request submitted at least ~~twenty (20)~~ fifteen (15) 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.

For the University




For the Union




Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

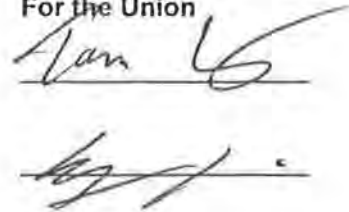
Academic Conferences

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 **the employee's** obligations at the conference.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Absence from Work for Union Business - Negotiations

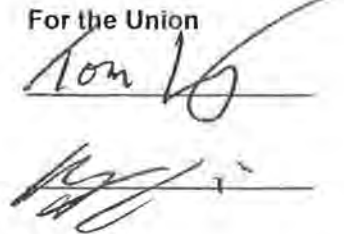
19:04

- (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 the supervisor(s) with as much advance notice as possible.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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 the supervisor(s) with as much advance notice as possible.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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 the employee has a further appointment in the immediate consecutive term, the employee shall be eligible to continue his/her the leave, if there is any entitlement remaining, into that next appointment.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

111

Jury Duty Leave

19:15 Upon written request, supported by a copy of his/her the 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 the employee shall provide his/her the supervisor with written confirmation of the date(s) and time(s) on which he/she the employee appeared and/or served, signed by an appropriate official of the Court.

For the University

A handwritten signature in black ink, appearing to be 'M. Dwyer', written over a horizontal line.

For the Union

A handwritten signature in black ink, appearing to be 'Sally Fyfe', written over a horizontal line.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

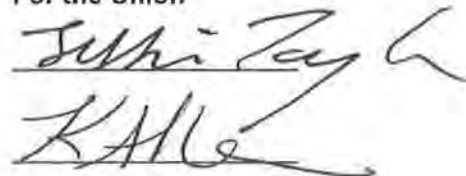
Substitution During Absence

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, 16 and 17 shall not be applicable.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Office Facilities and Resources

23:03

- (a) ~~Departments~~Divisions shall ensure that insofar as possible, consistent with the physical facilities available to the ~~Department~~Division, employees shall be provided with an appropriate place for holding office consultations with students, and with the use of such other facilities and equipment as are required for the performance of their duties, with due regard for the need for student confidentiality.
- (b) Such facilities shall include access to a computer (including Internet) and a telephone where such access is required for the performance of assigned duties. ~~Departments shall ensure that employees have secure storage space in the Department for the storage of course materials.~~
- (b)(c) Employees shall have the right to use general departmental photocopy, printing and other regular office equipment on the same basis as other members of the teaching staff in their Department of employment as required for the performance of their assigned duties.
- (d) Divisions shall ensure that employees have secure storage space in the Division for the storage of course materials.
- (e) ~~In the event that a member of the bargaining unit believes that he or she may be entitled to a home office tax credit under income tax legislation that would require the issuance of a form T2200, Upon request, the University will meet with members of the bargaining unit to discuss the issuance of a form T2200. the member and w~~Where the criteria for a home office tax credit under income tax legislation reasonably appear to have been met, the University will issue the form.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

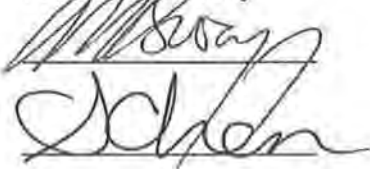
ARTICLE 24: HEALTH AND SAFETY

24:01 No employee shall be required to act, nor shall any employee act in the course of the employment, in a manner which constitutes a health or safety hazard. The Employer recognizes a responsibility to provide sufficient facilities, supplies, and services to protect the health and safety of employees as they carry out their duties. The parties agree that the Employer shall provide, and employees shall make use of, protective equipment and training wherever the same are required for the safe and effective performance of an employee's duties. The Union shall have the right to elect or appoint employees to safety committees in areas where they perform duties.

24:02

- (a) The number of members appointed by the Employer to the Joint Health and Safety Committees shall not exceed the total number of worker members on the Committees, including workers represented by the other bargaining units.
- (b) Bargaining unit members on Joint Health and Safety Committees shall be remunerated on an hourly basis at the S.I.A. rate for time required to carry out their duties.
- (c) During the term of the renewal Collective Agreement, the Union may appoint up to two ~~(2)~~ **four (4)** members within the Bargaining Unit to become Certified Worker Representative(s). Such appointed member(s) must be serving on a Joint Health and Safety Committee. **In the event that such an appointed member ceases to be a member of the Bargaining Unit, the Union shall be entitled to appoint another employee to become a certified worker representative in the place of such former bargaining unit member.** The cost of the core-certification training programme **(Part I, Part II and refresher as required to maintain certification)** for the appointed employee(s) shall be borne by the University and the time spent in such certification training shall be treated as work time.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Letter of Intent: Job Postings

In addition to the requirements stated in Articles 14:06, 15:07 and 16:07, during the lifetime of the [DATE] Collective Agreement, a URL Link to the University's current opportunities web site will be posted on the Department's bulletin board and the Department's web site.

For the University

Handwritten signature of a University representative, appearing to be 'S. Chen'.

For the Union

Handwritten signature of a Union representative, appearing to be 'KALG'.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Letter of Intent: Office and Storage Space

Within 90 days of ratification of the [DATE] Collective Agreement, the Divisions will complete a review of office space and storage facilities available to CUPE 3902 Unit 3 employees for compliance with Article 23:03. The results of Divisional reviews will be submitted for discussion at the Unit 3 Labour Management Committee meeting. Where appropriate space is identified, the University will assign secure space for the storage of personal effects.

For the University

Two handwritten signatures in black ink, one above the other, both appearing to be in cursive script.

For the Union

Two handwritten signatures in black ink, one above the other, both appearing to be in cursive script.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.