



UNIVERSITY OF
TORONTO

COLLECTIVE AGREEMENT

-BETWEEN-

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

-AND-

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3902 (UNIT 3)



Term of Agreement: September 1, 2014 to August 31, 2017

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ARTICLE 1: GENERAL PURPOSE

1:01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and employees represented by the Union.

ARTICLE 2: RECOGNITION & COVERAGE

2:01 The University recognizes the Canadian Union of Public Employees, Local 3902, Unit #3, as the sole and exclusive bargaining agent for all persons in the employ of The Governing Council of the University of Toronto in the City of Toronto and the Region of Peel engaged in teaching, demonstrating, tutoring or marking/grading, save and except:

- (1) persons employed as clinical lecturers in the Faculties of Medicine, Nursing, Dentistry and Pharmacy;
- (2) persons employed in the delivery of non-degree-credit courses including but not limited to continuing education courses;
- (3) persons employed on Contractually Limited term Appointments (as defined in the University of Toronto Policy and Procedures on Academic Appointments, May 31, 2001);
- (4) persons employed on contracts of one year or more;
- (5) persons employed as athletic instructors or coaches;
- (6) persons holding continuing academic appointments at the University of Toronto teaching on overload;
- (7) retired faculty who, prior to their retirement, had an academic appointment at the University of Toronto;
- (8) persons employed in the Institute of Child Study and the University of Toronto Schools;
- (9) persons employed in the delivery of summer camp programmes;
- (10) status only appointments;
- (11) persons employed in the Faculties of Architecture, Engineering and Law who are licensed to practice their profession in the Province of Ontario where the assignment requires that they be so licensed;
- (12) persons designated as Visiting Professors who hold primary appointment of a full-time, permanent academic nature at another University and are on leave from that University;
- (13) persons engaged on an occasional basis by virtue of their particular special expertise to give an occasional or guest lecture or an occasional or guest seminar;
- (14) persons who exercise managerial functions or who are employed in a confidential capacity in matters related to labour relations;

- (15) persons for whom any other trade union held bargaining rights under the *Labour Relations Act* as of August 24, 2004.

ARTICLE 3: RESERVATION OF MANAGEMENT RIGHTS

3:01 The University 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 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.

ARTICLE 4: NO DISCRIMINATION

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, disability (including AIDS/HIV status), or academic school of thought, nor by reason of the employee's non-membership, membership or activity in the Union.
- (b) The University and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities, and people who because of their race, colour, sexual orientation or gender expression have been traditionally disadvantaged in Canada. The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University.

Sexual Harassment

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

4:03 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.
 - (b) Employees electing to proceed with a complaint under the University's Sexual Harassment Policy 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 under the University's Sexual Harassment Policy or 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 complaint/grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) months.
- 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 employee believes he/she has been the victim of sexual harassment, he/she may request, through the Union, to discontinue contact with the 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 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.
- 4:09 In the event that a grievance alleging sexual harassment is referred to arbitration in accordance with Article 13, the Chairperson of the Board of Arbitration shall be selected from among the following persons:

Paula Knopf
Kevin Burkett
Louisa Davie
Jasbir Parmar

Chairpersons shall be selected in rotation, commencing with the first person named. For each successive arbitration, the next person named shall be selected. 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.

WORKPLACE HARASSMENT

- 4:10 The University will provide an environment where members of the bargaining unit are not subjected to workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the University's 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.

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 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.

ARTICLE 5: NO STRIKES AND NO LOCKOUTS

- 5:01 The Employer undertakes that there will be no lockout as defined in the Labour Relations Act during the term of this Agreement. The Union undertakes that there will be no strike as defined in the Labour Relations Act during the term of this Agreement.

ARTICLE 6: UNION SECURITY

- 6:01 Membership in the Union shall be on a voluntary basis; however, as a condition of employment, each employee shall have deducted by the Employer from each monthly pay during the term of the Agreement an amount equivalent to the Union dues or any assessments as are uniformly levied upon all members of the Union in accordance with its Constitution and By-laws. The amount of such dues shall be certified to the Employer in writing by the Secretary-Treasurer of the Union. Notice of any change in dues must be provided in writing to the Employer by the Secretary-Treasurer of the Union. Where the change is solely a change in the percentage rate of dues deducted, it shall be effective on the first day of the month following the period of thirty (30) days from actual receipt of the notice; other changes shall be effective on the first day of the month following the period of sixty (60) days from actual receipt of the notice. The Employer shall not be required to implement any change in dues affecting only a portion of the monthly pay.

The Employer shall remit the amount deducted in accordance with this Article to the Union not later than ten (10) working days from the date on which the deduction has been made. Each remittance to the Union shall be accompanied by an electronic list of the employees from whose pay the deductions have been made. This list shall also include salaries; classifications; home addresses; home telephone numbers; e-mail addresses; and such Department-of-employment designations as arise from normal processing of employment forms in accordance with the practices and procedures established by the Employer. The provision of any information by the Employer shall be in the form and/or format determined by the Employer, which may be varied by the Employer at the Employer's sole discretion. The Employer agrees to provide the Union with two (2) months advance notice of its intention to alter the form and/or format.

- 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.
- 6:03 The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an employee(s) for amounts deducted from pay as provided for in this Article.
- 6:04 The University will pay to the Union by the 30th of April of each year an amount equivalent to two (2) times the minimum stipend rate for a Sessional Lecturer II for a "Y" course for the purposes of the costs associated with the administration of the Collective Agreement.
- 6:05 The Employer agrees to issue, upon request from the Union in writing, a library card (valid at both Robarts Library and Bora Laskin Law Library) to the Staff Representative(s) of the Union. There shall be no charge to the Union or to the Staff Representative(s) for the card. Use of the card 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]

Information to Employees

- 6:06 The Employer agrees to inform all new employees that a Collective Agreement is in effect. The collective agreement will be posted on the University's Human Resources & Equity website and a link to said website will be provided to all employees in the bargaining unit. The University will provide the Union with an electronic copy and one hundred (100) printed copies of the agreement.
- 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.

Information Provided by Department to the Union

- 6:08 Each employing Department shall provide the Union, via email, with copies of all accepted letters of offer made to members of the bargaining unit. Copies shall be provided within fifteen (15) working days after the receipt in the employing Department of the written acceptance of the position by the successful candidate, and earlier if possible. In the case of Sessional Lecturers I and II, and III inclusion of the academic rank shall satisfy the notice requirements of Article 14:15.

ARTICLE 7: ACADEMIC FREEDOM

- 7:01 All members of the University Community have the rights and obligations set forth in the Statement of Institutional Purpose and the Statement on Freedom of Speech, as they exist from time to time.
- 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: 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 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.
- 7:03 Sessional Lecturers' professional obligations and responsibilities to the University shall encompass teaching, which includes, without being restricted to, responsibilities as follows:

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

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.

- 7:04 The University acknowledges that bargaining unit members may carry out research under the rubric of private scholarship. The parties understand and agree that such research is not an aspect of employment in this bargaining unit, and is not an expectation or condition of employment. The parties are agreed that any research undertaken by a member of the bargaining unit as a private scholar is not under the obligation of the University of Toronto, which assumes no liability for any such research.

ARTICLE 8: CORRESPONDENCE

- 8:01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Labour Relations or designate, 215 Huron Street, 8th Floor, Toronto, and the Secretary or Chair of the Union. For purposes of administering this Collective Agreement, wherever Vice-President, Human Resources & Equity is referred to, it is understood that a designated representative may be recognized and dealt with in his/her stead.
- 8:02 Any such communications given under this Agreement shall be deemed given and received three working days after the date of posting.

ARTICLE 9: LABOUR/MANAGEMENT RELATIONS

- 9:01 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. The Employer shall not meet with any employee or group of employees undertaking to represent the Union without the proper authorization of the Union. In representing an employee or group of employees, a representative of the Union shall be the spokesperson. In order that this may be carried out, the Union shall supply the Employer with the names of its Officers and representatives. Likewise the Employer shall supply the Union with a list of its Designated Authorities and Chairs where the Chair is not the Designated Authority. Neither the Union nor the Employer shall be required to recognize such representatives until written notification has been received.

Labour/Management Committee

- 9:02 The Union and the Employer acknowledge the mutual benefit of joint consultation and agree, therefore, that there shall be a joint labour/management committee consisting of three (3) representatives from and selected by each party.

There shall be one (1) regularly scheduled Labour/Management Committee meeting in each four (4) month term or semester (January to April, May to August, September to December). In addition, meetings shall be arranged at the request of either party through the Labour Relations Department, by submitting in writing the topics to be discussed. Such meetings shall take place, at a mutually-agreeable time, within ten (10) working days of the receipt of the request for the

meeting. Meetings shall not be used to discuss matters which are the subject of a grievance nor to discuss any matters which are, at the time, the subject of collective bargaining. The committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions, and shall not have the power to add to or modify the terms of this agreement. A representative of each party shall be designated Co-Chairperson, and the two persons so designated shall alternate in presiding over meetings.

Discussion

9:03 The parties are agreed that discussion and communication on matters of mutual concern between employees or the Union and Departments of employment shall be encouraged, recognizing that the format of these discussions will vary from Department to Department.

Management Training

9:04 The Union will be invited to send a representative to a Human Resources Management Seminar for new academic administrators to address the participants for fifteen (15) minutes on the Union's perspective of the content and workings of the Collective Agreement, and to set out the Union's major issues and concerns. The Union shall be notified of such training at least ten (10) working days in advance of the session.

ARTICLE 10: UNION REPRESENTATION

10:01 The Employer acknowledges the rights and duties of Union Stewards and the Grievance Committee and the Grievance Officer to assist in preparing and presenting grievances in accordance with the Grievance Procedure.

10:02 The Employer agrees to recognize the authority of the Grievance Officer, Union Stewards, and members of the Grievance Committee to assist in the administration of the Collective Agreement. Upon request from the Steward(s) and/or member of the Grievance Committee, the Designated Authority of the Department shall meet with the Steward(s) and/or other designated Union Official(s) within five (5) working days.

10:03 The Union shall notify the Employer, in writing, of the name of each Steward, the Steward's Department of employment, and the Department or Departments the Steward represents, and the names of the members of the Grievance Committee. Upon such notification the Employer shall be required to recognize such Stewards or Grievance Committee members. While employed, and for the eight (8) months immediately following the end of a period of employment, a Steward shall continue to be recognized until further written notice from the Union indicating otherwise.

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.

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. The Employer reserves the right to respond to serious circumstances as necessary, having regard for 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.
- 11:04 When the Chair or Designated Authority of a Department summons an employee for an interview to investigate a matter which is likely to lead to disciplinary action which will be recorded in the employee's employment file, the Chair or Designated Authority will inform the employee in writing of the employee's right to have the employee's Union Steward (or other Union Representative) present, and will inform the employee, in writing, of the nature of the allegations to be discussed. If the employee requests representation by the employee's Union Steward (or other Union Representative), the Chair or Designated Authority will arrange for such representation without undue delay, and without further discussion of the matter with the employee concerned.
- 11:05 If the investigation and/or meeting does not result in disciplinary action, including an oral or written warning, then all record of the matter and the interview will be destroyed. For clarity, the foregoing shall not apply to letters of coaching, expectation, and/or instruction which are deemed to be non-disciplinary in nature. The Employer will remove warnings and reprimands in an employee's personnel file after thirty-six (36) months or four (4) terms of active employment following the term in which the disciplinary action was administered, whichever comes first, unless the employee has a subsequent warning for an offence during that period.
- 11:06 All disciplinary investigations shall be treated as confidential.
- 11:07 Nothing in this Article shall be construed in such a manner as to prevent the normal discussion between supervisors and employees concerning standards, expectations, or performance of work. The supervisor may investigate, identify, and comment on unacceptable or unsatisfactory acts or omissions and set a reasonable time in which to correct the problem. [*See also Article 18: Employee Evaluation and Records*].
- 11:08 The Chair or Designated Authority of the employing Department shall be the sole Department authority responsible for issuing warnings, reprimands, or more serious disciplinary sanctions. The Chair may take into account, when setting a reasonable time for improvement, the discussions that have taken place between the supervisor and the employee on this matter.

ARTICLE 12: GRIEVANCE PROCEDURE

Definition

12:01

- (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. Employment under the provisions of the Collective Agreement is a prerequisite for the filing of a grievance.

Hiring Grievances

- (b) (i) A qualified applicant for a specified posted position of at least four (4) months' duration (two (2) months' duration if the position is for a half course offered over two (2) months in the summer academic session), shall have the right to file an individual grievance concerning the hiring decision, commencing at Step 1, in the event of a complaint of an improper hiring decision which resulted in the applicant not being selected for the position providing that one of the following conditions are met:

- The qualified applicant has been employed in the hiring Department for at least four (4) months within the past twenty-four (24) months (at least two (2) months if the employment was a half-course offered over two (2) months in the summer academic session);
- OR
- For at least four (4) months within the past twenty-four (24) months (at least two (2) months if the employment was a half-course offered over two (2) months in the summer academic session) the qualified applicant has been employed in another Department teaching a closely related course. For the purpose of this Article, closely related course shall be defined as a course that appears in the academic calendar as a 'course exclusion' for the course in question, effective starting with the academic calendar published for the 2014-2015 academic year;
- OR
- For at least four (4) months within the past twenty-four (24) months (at least two (2) months if the employment was a half-course offered over two (2) months in the summer academic session) the qualified applicant has been employed in another Department teaching a course which appears on a list of 'exclusion equivalent' courses identified and published by the hiring Department. 'Exclusion equivalent' courses shall be determined at the sole discretion of the Chair of the hiring Department. The list of 'exclusion equivalent' courses shall be reviewed on a regular basis and updated/amended as deemed appropriate by the Chair at his/her sole discretion. The list of 'exclusion equivalent' courses shall not be subject to the grievance procedure. The University will provide electronic copies of such lists to the Union.

Applicants shall state in their application for a specified posted position if they have taught a closely related course or a course on the 'exclusion equivalent' list in accordance with the above.

(b) (ii) - Sessional Lecturer II/III

A qualified applicant for a specified posted position of at least four (4) months' duration (two (2) months' duration if the position is for a half course offered over two (2) months in the summer academic session) who has been advanced to the rank of Sessional Lecturer II or III and who has been employed to teach in the hiring Department within the past five (5) years shall have the right to file an individual grievance concerning the hiring decision commencing at Step 1, in the event of a complaint of an improper hiring decision which resulted in the applicant not being selected for the position, provided that:

- a) the department posting the position in dispute is the department that previously advanced the applicant to Sessional Lecturer II or III status, or is a department in which the applicant has worked for at least three (3) of the past four (4) years.

Time Limits – Hiring Grievances

- (c) Hiring grievances shall be presented within fifteen (15) working days of the date of the notice of outcome of applications sent pursuant to Article 14:15, Article 15:14, or Article 17:11, as the case may be.

12:02 An earnest effort shall be made to settle grievances fairly and promptly in the following manner.

Statement of Grievance

- 12:03 The statement of grievance submitted by the Union or Employer, and signed by the grievor(s), must contain the following: date of filing, nature and type of grievance (e.g., hiring, group, individual, policy), the article(s) of the collective agreement alleged to have been violated, a statement of the particular facts relevant to the grievance, including dates, and the remedy sought. The grievance must be set out in a manner which is clearly identified as a grievance.

Copy to Labour Relations

- 12:04 The Union shall ensure that a copy of every grievance filed under this article is sent to the Director of Labour Relations or his/her designate at the time the grievance is filed.

Time Limits - Grievance Procedure

- 12:05 Time limits as specified in Article 12 (Grievance Procedure) are directive in nature within the context of the mutual desire of the parties to address grievances as quickly as possible. In the event that a grievance is filed after the time limit, the Employer reserves the right to dismiss the grievance on the basis of untimeliness; where no answer is given within the time limit specified, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure. Saturdays, Sundays, and University holidays will not be counted in determining the time within which action is to be taken or completed under the Grievance Procedure. No grievance may be submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure.

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 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.

Individual Grievances – Single Department Faculties

- 12:07 **Step 1:** If an employee has a grievance, the employee shall within forty (40) working days after the occurrence of the matter present a written grievance to the Dean or designate of the Faculty. The Dean or designate of the Faculty will give a written decision to the employee and the employee's Steward or other designated Union representative within ten (10) working days of receipt of the grievance at Step 1.

Step 2: If the grievance is not resolved at Step 1, then, within ten (10) working days, the written grievance may be referred to the Vice-President, Human Resources & Equity or designate, transmitted by a letter signed by the Chair or Grievance Officer of the Union. The Vice-President, Human Resources & Equity or designate will give a written decision to the Chair or Grievance Officer of the Union within ten (10) working days after receipt of the grievance at Step 2.

If the grievance is not resolved at Step 2, the Union may refer the grievance to arbitration pursuant to Article 13 of the Collective Agreement, within fifteen (15) working days thereafter.

Individual Grievances – Multi-Department Faculties

12:08 Step 1: If an employee has a grievance, the employee shall within forty (40) working days after the occurrence of the matter present a written grievance to the Chair or designate of the Department. The Chair or designate of the Department will give a written decision to the employee and the employee's Steward or other designated Union representative within ten (10) working days of receipt of the grievance at Step 1.

Step 2: If the grievance is not resolved at Step 1 (Departmental level), then, within ten (10) working days, the written grievance may be referred to the Dean or designate of the employee's Faculty. The Dean or designate of the employee's Faculty will give a written decision to the employee and the Grievance Officer within ten (10) working days after receipt of the grievance at Step 2. Grievances which would otherwise proceed from Step 1 to Step 2 may proceed from Step 1 to Step 3 if arranged by mutual agreement in writing between the parties hereto prior to the expiry of the initial time limit for referral to Step 2. When mutual agreement with respect to such a request is reached, the time limit for referral from Step 1 to the next step (Step 3) shall be extended by ten (10) working days to a total of twenty (20) working days, and the time limit for response at Step 3 shall be extended from ten (10) working days after receipt of the grievance at Step 3 to twenty (20) working days after the receipt of the grievance at Step 3.

Step 3: If the grievance is not resolved at Step 2, , then, within ten (10) working days, the written grievance may be referred to the Vice-President, Human Resources & Equity or designate, transmitted by a letter signed by the Chair or Grievance Officer of the Union. The Vice-President, Human Resources & Equity or designate will give a written decision to the Chair or Grievance Officer of the Union within ten (10) working days after receipt of the grievance at Step 3.

If the grievance is not resolved at Step 3, the Union may refer the grievance to arbitration pursuant to Article 13 of the Collective Agreement, within fifteen (15) working days thereafter.

Group Grievance

12:09 A group grievance, which is defined as an alleged violation of this Agreement concerning two (2) or more employees employed in the same Department, follows the same procedure as the individual grievance procedure.

Policy Grievance

12:10 A policy grievance of the University, or a policy grievance of the Union which is distinguished from an individual employee's grievance or a group grievance, and which is defined as a difference arising between the University and the Union as to the interpretation or alleged violation of a specified provision or provisions of this Agreement affecting the University or the Union as such, shall be produced in writing, signed by the Chair (or the designated representative of the Chair) of the Union, or the Vice-President, Human Resources & Equity or designate, as the case may be, and submitted to:

- (a) for cases involving one (1) or more Department(s), all within a multi-Department Faculty, to the Dean or designate of the employee's Faculty;
- (b) in all other cases, to the Vice-President, Human Resources & Equity or designate or Chair of the Union or designate, as the case may be;

within forty-five (45) working days after the occurrence of the matter which is the subject of the grievance. It is expressly understood that the provisions of this paragraph may not be used by the Union to institute or duplicate any individual or group grievance directly affecting an employee or employees (which such employee(s) could personally initiate, thereby passing or paralleling the regular grievance procedure, whether or not such individual or group grievance has been filed). The initiating party in its written grievance must state the nature and basis of the grievance clearly and fully. The responding party shall provide a written response within fifteen (15) working days after receipt of the grievance. If the grievance is not resolved, the initiating party may notify the other party in writing within a period of fifteen (15) working days that it intends to proceed to arbitration pursuant to Article 13 of this Collective Agreement.

Suspension or Discharge Grievance – Single Department Faculties

12:11 In the case of an employee who has been suspended or discharged, the employee may submit a grievance, in writing, signed by the employee, at Step 2 of the Grievance Procedure, within five (5) working days after the employee's suspension or discharge. The Vice-President, Human Resources & Equity or designate shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer in writing within a further period of five (5) working days that it intends to proceed to arbitration pursuant to Article 13 of this Collective Agreement.

Suspension or Discharge Grievance – Multi-Department Faculties

12:12 In the case of an employee who has been suspended or discharged, the employee may submit a grievance, in writing, signed by the employee, at Step 2 of the Grievance Procedure, within five (5) working days after the employee's suspension or discharge. The Dean or designate at Step 2 shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the University in writing within a further period of five (5) working days that it intends to proceed to Step 3 of the Grievance Procedure. The Vice-President, Human Resources & Equity or designate shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance at Step 3. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the University, in writing, within a further period of five (5) working days that it intends to proceed to arbitration pursuant to Article 13 of this Collective Agreement.

Discrimination Grievance

12:13 In the case of an employee who is grieving a violation of Article 4: No Discrimination, and where there is an individual party named who is also an employee of the University of Toronto and whose behaviour is alleged to be discriminatory, the Union may bring forward in writing to the Director of Labour Relations, a request on behalf of the grievor to discontinue contact with this person in their employment relationship on an interim basis. The Employer shall respond in writing and normally within five (5) working days of such a request. If the Employer agrees to such an arrangement to separate the parties, it shall be on a "without prejudice" basis. The Employer and the Union agree to treat requests to discontinue contact and responses to such requests as confidential to those directly involved.

ARTICLE 13: ARBITRATION

- 13:01 If a grievance is not settled at Step 3, either party may notify the other within a further period of fifteen (15) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a statement of the issue in dispute, and a statement of the type of remedy sought by the party from an arbitrator.
- 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
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.
- 13:03 An arbitrator shall not have the authority to make any decision which is inconsistent with the terms of the Agreement nor to add to or amend any of the terms of the Agreement. The jurisdiction of the arbitrator shall be confined to the issue in dispute. The decision of the arbitrator shall be final and binding upon the parties.
- 13:04 In the event that an arbitrator deals with a matter relating to discharge, suspension or disciplinary action, then the arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award he/she may deem just and reasonable which would be consistent with the terms of the Agreement.
- 13:05 The parties shall jointly and equally bear the fees and expenses of the arbitrator.
- 13:06 Either party may request the establishment of a board of arbitration in respect of any grievance submitted for arbitration. In such a case, the parties shall each appoint a nominee to the board of arbitration and the chairperson of the board of arbitration will be one of the arbitrators set out in Article 13:02 above or such other chairperson as the two nominees appointed by the parties otherwise agree. Each party shall bear the fees and expenses of its own nominee to an arbitration board, and the parties shall jointly and equally bear the fees and expenses of the Chairperson. The provisions of Articles 13:01, 13:03, 13:04, 13:07, and 13:08 apply to a board of arbitration. The decision shall be unanimous or one reached by the majority of the members of the board; provided, however, that if there is no majority decision of the board then the decision of the Chairperson shall constitute the final and binding decision of the board.

- 13:07 Saturdays, Sundays and University holidays will not be counted in determining the time within which action is to be taken or completed under the Grievance Procedure.
- 13:08 Time limits set forth in this article may be extended by mutual agreement in writing between the parties hereto.

ARTICLE 14: APPOINTMENTS: SESSIONAL LECTURERS

- 14:01 Posting and hiring of Sessional Lecturers shall be in accordance with the following provisions.
- 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 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 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.

Postings

- 14:03 Each Department that may engage Sessional Lecturers 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 sessional instructional staff are needed.
 - (2) The name, address and email address of the person designated to receive application.
 - (3) Information concerning when decisions regarding Winter, Fall, Spring and Summer courses are generally made.
 - (4) A note that unexpected vacancies may arise at any time.

- (5) A statement that preference in hiring is given to qualified persons holding the rank of Sessional Lecturer II and Sessional Lecturer III.
- (6) A statement that this notice is posted pursuant to the CUPE 3902 Unit 3 collective agreement.
- (7) A reference to the list of “exclusion equivalent” courses (if any) published by the hiring Department (including information on where such lists are published), and to the academic calendar for “course exclusion(s)” (if any) for courses identified in specific postings.

This notice shall also be posted on a Department’s web site.

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

Composition of Pool

14:04 Each Department shall maintain a pool consisting of:

- All Sessional Lecturers and Sessional Instructional Assistants who are teaching in that Department during the current academic year or who have taught for that Department within the previous twenty-four (24) months
- All Sessional Lecturers II and Sessional Lecturers III advanced to that rank by the hiring department who have taught for that Department 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 Sessional Lecturer, Sessional Instructional Assistant 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 department’s pool.

14:05 Where a Department determines that there is, or is likely to be, a course or courses available for delivery by Sessional Lecturers, 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 course enrolment
4. an estimate of the TA support
5. class schedule
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

Positions may be divided into units below the course-equivalent level where required, and will be clearly identified where this is the case.

All postings shall include the following statements: “This job is posted in accordance with the CUPE 3902 Unit 3 Collective Agreement.” And “Preference in hiring is given to qualified individuals advanced to the rank of Sessional Lecturer II and Sessional Lecturer III in accordance with Article 14:12.”

It is understood that some announcements of vacancies are tentative, pending final course determinations and enrolment.

- 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. A copy of the job posting shall also be posted on the Department’s bulletin board and/or on the Department’s web site.

The Union shall be copied on the email.

- 14:07 Departments shall post anticipated vacancies as far in advance as possible. To the extent possible, Departments shall announce positions to be filled in accordance with the following timelines:

- on or before June 30th for course(s) commencing in September;
- on or before October 24th for course(s) commencing in January; and
- on or before March 5th for all course(s) in the Summer academic session.

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 to teach the course, or an unanticipated change in enrolment or funding) the posting shall remain in effect for at least fifteen (15) working days before the Department may fill the vacancy. Unanticipated vacancies may be filled after posting for fewer than fifteen (15) working days, but not fewer than two (2) working days.

Application

14:08

- (a) 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 Departments in which employment is sought. Syllabi may be requested from two (2) or more applicants deemed to be relatively equal. Applicants from whom a syllabus is requested shall have up to one week to submit a syllabus in response to such a request. The syllabus remains the property of the applicant.
- (b) All persons who are in a Department’s pool at the time of an unanticipated posting as described in 14:07 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.

- 14:09 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.

- 14:10 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 Department prior to the closing date specified. The parties agree 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) weeks prior to the start of the contract where practicable.

14:11

- (a) The posting and application process need not be followed in the following circumstances: writers in residence, music ensembles in residence, or other artists/professionals in residence, or persons engaged pursuant to the Scholars at Risk program.
- (b) The Department shall inform the Union, without undue delay, of the name of each person selected under 14:11(a), and the course(s) to be taught.

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, 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.

14:13 It is understood and agreed that a posted position may not be filled 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.

No Limitation Based on Length of Employment

14:14 It is understood and agreed that departments may, for pedagogic reasons, limit the number of times a specific course may be taught by the same person consecutively; however, an applicant may not be deemed ineligible for consideration or selection solely because of length or number of prior periods of employment.

Notice of Appointment

14:15 All applicants shall be advised in writing of the outcome of their applications within ten (10) working days after the receipt in the Department of employment of the written acceptance of the

position by the successful candidate, and earlier if practicable. This written communication shall also include the name of the successful candidate.

At the same time, the Union will be notified of the name and academic rank of the successful applicant.

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 another position or bundle of duties at least equivalent to the position originally accepted by the affected employee. Any such offer shall not be subject to the posting and selection provisions of this Article. In the event that no such position 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%) 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%) 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%) 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.

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 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.

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

14:18

- (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) 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 two (2) FCEs 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 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 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 rank as a Sessional Lecturer III. Should the employee apply to a position in the bargaining unit, he/she 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 32 (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 32 (Severance).

ARTICLE 15: APPOINTMENTS: SESSIONAL INSTRUCTIONAL ASSISTANTS

15:01 Posting and hiring of Sessional Instructional Assistants shall be in accordance with the following provisions.

15:02 The parties agree that with respect to the hiring of Sessional Instructional Assistants, the provision extending preference in hiring to students enrolled in the School of Graduate Studies of the University of Toronto or prospective graduate students who have made application to be so enrolled, contained in Article 16:03(a) of the collective agreement between the University of Toronto and CUPE Local 3902, Unit 1, shall be recognized as taking precedence as between CUPE Local 3902, Unit 3, and CUPE Local 3902, Unit 1. However, the foregoing will not preclude the employment of persons who are not students as established in past practice. Such persons, when employed as Sessional Instructional Assistants, shall be covered by the applicable provisions of the Unit 3 collective agreement with respect to their employment.

15:03 It is understood and agreed that the precedence extended to graduate students or prospective graduate students, as set out in Article 15:02, may preclude advance posting of vacancies for Sessional Instructional Assistants.

Postings

15:04 Each Department anticipating that it will hire a person or persons who would be employed as Sessional Instructional Assistants 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 Sessional Instructional Assistants 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 courses 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 Department's web site.

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

Composition of Pool

15:05 Each Department shall maintain a pool consisting of:

- All Sessional Instructional Assistants and Sessional Lecturers who are employed in the hiring Department during the current academic year or who have been employed in that Department within the previous twenty-four months
- Any person who has submitted a Curriculum Vitae and application within the past twenty-four months

It shall be the responsibility of the Sessional Lecturer, Sessional Instructional Assistant 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 department's pool.

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

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.

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. A copy of the job posting shall also be posted on the Department's bulletin board and/or on the Department's web site.

The Union shall be copied on the email.

15:08 Departments shall post anticipated vacancies as far in advance as possible. To the extent possible, Departments shall announce positions to be filled in accordance with the following timelines:

- on or before August 5th for course(s) commencing in September;
- on or before December 5th for course(s) commencing in January; and
- on or before April 20th for all course(s) in the Summer academic session.

Where possible, the posting shall remain in effect for at least ten (10) working days before the Department may fill the vacancy. Unanticipated vacancies (including those resulting from positions posted under the Unit 1 collective agreement but not filled) may be filled after posting for fewer than ten (10) working days, but not fewer than two (2) working days.

Application

15:09 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 Departments in which employment is sought. All persons who are in a Department's pool at the time of an unanticipated posting as described in 15:08 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.

15:10 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.

15:11 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 Department prior to the closing date specified.

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, suitability for the position, and past experience shall be the criteria used in selection of the most qualified applicant.

15:13 It is understood and agreed that a posted position may not be filled at the discretion of the hiring department.

Notice of Appointment

15:14 All applicants shall be advised in writing of the outcome of their applications within ten (10) working days after the receipt in the Department of employment of the written acceptance of the position by the successful candidate, and earlier if practicable. This written communication shall also include the name of the successful candidate.

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 The status of Writing Instructor II is reserved for individuals with advanced degrees or with significant professional accomplishment, who have been employed as Writing Instructors I for at least four (4) academic years and who have been so employed for a minimum of six hundred (600) 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 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 II 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
 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

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) working days before the Writing Centre may fill the vacancy. Unanticipated vacancies may be filled after posting for fewer than twenty (20) 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) 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 II 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 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.

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 II who has been advanced to that rank by the Writing Centre, 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 the assignment(s) and the name(s) of the person selected in each instance.

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.
- 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.
- 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.

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 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.

Student 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.

Employee Comments

- 18:06 The employee has the right to comment, in writing, on his/her 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.

Employment File

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

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

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

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

Union Conventions

- 19:02 Subject to the approval of the supervisor(s) concerned, and upon written request submitted at least twenty (20) working days in advance, leave of absence without pay shall be granted to not more than two (2) employees at any one time, who may be elected or selected by the Union to attend any authorized labour convention. Such leave of absence is to be confined to the actual duration of the convention and the necessary travelling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

Academic Conferences

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

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

Absence from Work for Union Business - Negotiations

19:04

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

Absence from Work for Union Business – Grievances

- 19:05 Where attendance at a grievance meeting or an arbitration hearing unavoidably conflicts with any scheduled contact hours arising from current employment in this bargaining unit, those Union Stewards, Officers, grievors and witnesses whose presence is required shall be entitled to attend without loss of pay. The affected member shall provide his/her supervisor(s) with as much advance notice as possible.
- 19:06 Without limiting the desirability of providing as much advance notice as possible, employees entitled to leave under Articles 19:04 and 19:05 shall endeavour to provide a minimum of two (2) working days' notice of the employee's anticipated absence to the employee's supervisor(s).

Union Leave

- 19:07 An employee who is appointed, selected or elected to work for the Union (including the CUPE National and/or any labour bodies to which the Union is affiliated) shall at the written request of the Union receive a temporary leave of absence for a period not to exceed the remainder of the employee's current period of employment, or the term of office, whichever is shorter. Employees on such leaves of absence will continue to be paid by the Employer, but the Union shall reimburse the Employer for such wages and benefit payments upon receipt of a statement of the amount owing.
- 19:08 Wherever possible, an employee entitled to leave under Article 19:07 shall provide one (1) month's notice of the employee's anticipated absence to the employee's supervisor(s). Union leave shall not be granted to more than two (2) employees at any one time.

Pregnancy Leave

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

19:09

- (a) A pregnant employee shall be granted a pregnancy leave of absence of up to seventeen (17) weeks upon written request submitted at least two (2) weeks in advance stating that she is pregnant and the probable date of delivery. Where the Department requests a certificate from a legally qualified medical practitioner (e.g. physician, obstetrician/gynaecologist, midwife) confirming this information, such certificate shall be provided without undue delay.
- (b) The employee and the employing Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of a leave may not extend beyond the ending date of the employee's current period of employment in that Department, except as otherwise provided for in this article.
- (c) Employees who are eligible for pregnancy leave per the paragraphs above are entitled to choose one of the two (2) following benefits:
 - A) Leaves of ten (10) weeks or less shall not result in an interruption of regular monthly instalments. Leaves longer than ten (10) weeks shall be without pay for the period which exceeds the first ten (10) weeks of such leave.

Or

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

Parental Leave

19:10

- (a) An employee who has been employed for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay for up to thirty-five (35) weeks following (a) the birth of the child; or (b) the coming of the child into the custody, care and control of a parent for the first time.
 - (b) An employee who has not taken pregnancy leave is entitled to a leave of absence without pay of up to thirty-seven (37) weeks.
 - (c) Application for such leave shall be submitted in writing to the employing Department at least two (2) weeks in advance, indicating the date on which the leave is to begin. Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. Parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
 - (d) In the case where the employee who is the parent of a child stops working because the child comes into the custody, care and control of the parent for the first time sooner than expected, the employee must provide written notice that he/she wishes to take leave within two (2) weeks of stopping work.
 - (e) The employee and the employing Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of the leave may not extend beyond the ending date of the employee's current period of employment in that Department.
 - (f) An employee may return to work within the original period of employment upon giving four (4) weeks' notice in writing of his/her intention to do so or upon confirming his/her previous arrangement for return. The employee shall be reinstated to his/her position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of his/her original period of employment.
 - (g) Employees who are eligible for parental leave per the paragraphs above are entitled to choose one of the two (2) following benefits:
 - (a) Leaves of one (1) month or less during the term of an appointment shall not result in an interruption of regular monthly instalments. Leaves longer than one (1) month during the term of the appointment shall be without pay for the period which exceeds the end of the term of employment. No payment will be made which exceeds the end of the term of employment.
- Or
- (b) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit, a supplementary benefit will be provided. The University will pay the employee ninety-five (95) percent of regular pay during the two (2) week waiting period for Employment Insurance benefits, and, for the next eight (8) weeks, or until the end of the appointment (whichever comes first) will pay the difference between Employment Insurance benefits and ninety-five (95) percent of the actual salary which she or he was receiving on the last day worked prior to the commencement of the parental

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

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

Non-Birth Parent Leave

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

Duration of Leave

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

Bereavement Leave

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

Compassionate Leave

- 19:14 Upon request, an employee shall be granted leave without loss of pay for up to one (1) week to attend to an ill relative, spouse, or close associate, at the employee's request once per academic year. Unpaid compassionate leaves under this article may be granted during the same academic year.

Jury Duty Leave

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

Sick Leave

19:16

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

More than one (1) FCE per academic session	Eight (8) days of sick leave per academic session.
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To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify his/her supervisor and the Chair or Designated Authority of the employing Department as to the expected duration of the illness/injury.

- (b) Sessional Instructional Assistants, Writing Centre Instructors and other Music Professionals who are unable to attend regularly scheduled classroom or contact hours due to illness or injury, shall be granted sick leave on the following basis:

Employed for 240 hours or more per academic session:	Up to three (3) days
Employed for 140 – 239 hours per academic session:	Up to two (2) days
Employed for 50 – 139 hours per academic session:	Up to one (1) day

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

- (c) Notwithstanding the foregoing, in the event that an employee is expected to mark and/or grade during a period of sickness, every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading after his/her sickness.
- (d) Sick leave credits shall not accumulate from one period of employment to another. Employees may be required to provide a physician's certificate, at the Employer's expense, upon return to work. All certifications by medical practitioners respecting sickness or injury shall be confidential.

Serious Illness, Surgery and Hospitalization

19:16

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

Substitution During Absence

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

Gender Reassignment Surgery Leave

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

ARTICLE 20: HOLIDAYS

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

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

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

ARTICLE 21: CANCELLATION OF HOURS

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

ARTICLE 22: WAGES

22:01

(a) Sessional Lecturers I

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

(b) Sessional Lecturers I – Long Term

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

Effective September 1, 2016, the minimum stipend rate inclusive of vacation pay shall be: \$14,885.91
 Effective January 1, 2017, the minimum stipend rate inclusive of vacation pay shall be: \$14,997.00

(c) **Sessional Lecturers II**

Effective September 1, 2014, the minimum stipend rate inclusive of vacation pay shall be: \$15,301.50
 Effective September 1, 2015, the minimum stipend rate inclusive of vacation pay shall be: \$15,378.01
 Effective January 1, 2016, the minimum stipend rate inclusive of vacation pay shall be: \$15,454.52
 Effective September 1, 2016, the minimum stipend rate inclusive of vacation pay shall be: \$15,531.79
 Effective January 1, 2017, the minimum stipend rate inclusive of vacation pay shall be: \$15,647.70

(d) **Sessional Lecturers III**

Effective September 1, 2014, the minimum stipend rate inclusive of vacation pay shall be: \$16,008.50
 Effective September 1, 2015, the minimum stipend rate inclusive of vacation pay shall be: \$16,088.54
 Effective January 1, 2016, the minimum stipend rate inclusive of vacation pay shall be: \$16,168.59
 Effective September 1, 2016, the minimum stipend rate inclusive of vacation pay shall be: \$16,249.43
 Effective January 1, 2017, the minimum stipend rate inclusive of vacation pay shall be: \$16,370.70

(e) **Faculty of Music – Other Music Professionals**

Category	Effective Date	Minimum Hourly Rate
Applied Lessons/Music Coaching	September 1, 2014	\$86.43
	September 1, 2015	\$86.86
	January 1, 2016	\$87.29
	September 1, 2016	\$87.73
	January 1, 2017	\$88.38
Accompanist (non-teaching)	September 1, 2014	\$53.16
	September 1, 2015	\$53.43
	January 1, 2016	\$53.69
	September 1, 2016	\$53.96
	January 1, 2017	\$54.36
Recital Adjudication	September 1, 2014	\$66.08
	September 1, 2015	\$66.41
	January 1, 2016	\$66.74
	September 1, 2016	\$67.07
	January 1, 2017	\$67.57

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

(f) **Writing Instructors I**

Effective September 1, 2014, the minimum hourly rate shall be: \$43.40
 Effective September 1, 2015, the minimum hourly rate shall be: \$43.62
 Effective January 1, 2016, the minimum hourly rate shall be: \$43.83
 Effective September 1, 2016, the minimum hourly rate shall be: \$44.05
 Effective January 1, 2017, the minimum hourly rate shall be: \$44.38

Writing Instructors II

Effective September 1, 2014, the minimum hourly rate shall be:	\$46.66
Effective September 1, 2015, the minimum hourly rate shall be:	\$46.89
Effective January 1, 2016, the minimum hourly rate shall be:	\$47.13
Effective September 1, 2016, the minimum hourly rate shall be:	\$47.37
Effective January 1, 2017, the minimum hourly rate shall be:	\$47.72

The rate of pay for Writing Instructors I & II shall include an additional 4% as vacation pay payable with each pay.

(g) Sessional Instructional Assistants

Effective September 1, 2014 the minimum hourly rate shall be:	\$42.47
Effective September 1, 2015 the minimum hourly rate shall be:	\$42.68
Effective January 1, 2016 the minimum hourly rate shall be:	\$42.89
Effective September 1, 2016 the minimum hourly rate shall be:	\$43.10
Effective January 1, 2017 the minimum hourly rate shall be:	\$43.43

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).

ARTICLE 23: GENERAL**Office Space**

- 23:01 The Employer recognizes the need for the Union local to have a central location for files and normal office equipment for the purpose of conducting business with the University. Accordingly, office space will be provided rent free to the Canadian Union of Public Employees, Local 3902, in accordance with the following conditions:
- (a) This privilege may be withdrawn if the local Union uses or allows the office space to be used for purposes other than set out in this Article of the Collective Agreement.
 - (b) The Union will occupy the space in a manner consistent with the rules and regulations in the lease between the Landlord and the University of Toronto.
 - (c) The space allocation is subject to change if it is required by the Employer. In this event, alternate accommodation will be found. Unless a situation arises which is beyond the

control of the Employer, the Employer will give no fewer than three (3) calendar months' notice that the Union will be required to change offices.

- (d) The Employer will provide cleaning service and campus mail service at no cost to the Union.
- (e) The Employer will make available University recycling services to the Union.

[See Joint Letter of Intent – Duplicate Provisions]

Bulletin Boards

23:02 In each Department where employees are employed, the Employer shall provide a reasonable amount of space on bulletin boards marked “Canadian Union of Public Employees, Local 3902” for official Union notices.

[See Joint Letter of Intent – Duplicate Provisions]

Office Facilities

23:03

- (a) Departments shall ensure that insofar as possible, consistent with the physical facilities available to the Department, employees shall be provided with an appropriate place for 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. 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) 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.
- (c) 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, the University will meet with the member and where the criteria reasonably appear to have been met, will issue the form.

Mailboxes

23:04 Each employee shall have access to an individual mailbox for mail located conveniently within the Department of employment. The Employer agrees to allow each individual to maintain either a mailbox or a file folder for mail, depending upon the physical facilities available, for a period of four (4) months after the end of his/her last appointment.

Books and Materials

23:05 For Sessional Instructional Assistants, the Employer will provide employees with such books and the use of such materials as are deemed by the supervisor to be necessary for the performance of their duties. These books and materials shall remain the property of the Employer.

Library Cards

23:06 Employees covered by this agreement shall be issued library cards with appropriate borrowing privileges, in accordance with University administrative procedures.

Upon proof of having been hired for a course or courses, an employee or a person who has accepted an offer of future employment in the bargaining unit, shall have access to a University of Toronto library card, and email services, for the academic term preceding the term of employment and ceasing at the end of the academic term subsequent to the term of employment.

Individuals who have attained the rank of Sessional Lecturer III shall have access to a University of Toronto library card, and email services, for as long as he/she holds the rank of Sessional Lecturer III.

Internet Access

23:07 Employees covered by this Agreement shall be given access to the University of Toronto computer and wireless network on the same basis as other course instructors.

Technology Training

23:08 Employees shall receive paid training in Blackboard and any online technology required for the performance of their assigned duties, to be paid at the hourly SIA rate.

Course Calendars

23:09 Names of Sessional Lecturers appointed to courses shall appear in all online course calendars and in hardcopy course calendars where possible.

Listservs

23:10 Employees shall be included on general teaching-related departmental listservs on the same basis as other members of the teaching staff in their department of employment.

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) 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. The cost of the core certification training programme 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.

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 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 Sessional Lecturer I 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 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.
- (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.

University of Toronto Pension Plans

- 25:04 Persons who were enrolled and actively participating in the University of Toronto Pension Plans as of April 4, 2005, shall continue to participate in the UTPPs, in accordance with its regulations. Members will not be eligible to participate in both the UTPPs and the GRRSP.

ARTICLE 26: HEALTH CARE SPENDING ACCOUNT

- 26:01 The University agrees to provide a Health Care Spending Account (HCSA) for each eligible employee in accordance with the following provisions.

Administration

- 26:02 The Health Care Spending Account shall be administered by an external provider selected by the Employer. The plan year is September 1 through August 31.

Eligibility

- 26:03 Eligible employees are:
- (a) Sessional Lecturers who are employed to teach one half-course or more in an academic year
 - (b) Employees paid on an hourly basis (Sessional Instructional Assistants, Writing Instructors and Other Music Professionals) who are employed for a minimum of no less than fifty (50) hours in an academic year.

Enrollment

- 26:04 Enrollment is required in order to receive coverage under the HCSA. An eligible employee must complete and submit an enrollment form provided by the Employer for this purpose.

Features

- 26:05 The HCSA shall have the following features:
- (a) The HCSA is for reimbursement for eligible medical expenses, which are those considered eligible expenses under the *Income Tax Act*, such as crutches, prescription eyewear, prescription drugs, some OTC medications, physiotherapy or registered massage therapy, chiropractic treatments, cost of private health care premiums.
 - (b) Original receipts must accompany all claims for reimbursement.
 - (c) Eligible expenses must be incurred on or after the date of the employee's HCSA allocation, and on or before the end of the plan year for which the allocation is made.

- (d) Eligible claims may be submitted not later than sixty (60) days beyond the end of the plan year. Any unused balance remaining after this period will be forfeited.
- (e) The reimbursements are not taxable under current Income Tax Act rules.

Access After Allocation

26:06 Once allocated, funds in a HCSA may be accessed within the specified time frame (the plan year) whether or not the account holder is actively employed by the University. If an account holder becomes eligible for an additional HCSA allocation(s) during an academic year, any additional allocation will also expire at the same time as the initial allocation.

Allocations

26:07

<u>Plan Year</u>	Sessional Lecturers (per half course)
September 1, 2014 - August 31, 2015	\$275 (to a maximum of \$1,375)
September 01, 2015 – August 31, 2016	\$325 (to a maximum of \$1,625)
September 1, 2016 - August 31, 2017	\$325 (to a maximum of \$1,625)

<u>Plan Year</u>	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)
September 1, 2014 - August 31, 2015	0	\$275.00	\$275.00	\$275.00
September 01, 2015 – August 31, 2016	\$162.00	\$325.00	\$487.00	\$650.00
September 1, 2016 - August 31, 2017	\$162.00	\$325.00	\$487.00	\$650.00

University of Toronto Health and Dental Plans

26:08 Persons who were eligible and enrolled in the University of Toronto Health and Dental Plans as of April 4, 2005, shall be allowed to continue to participate in these plans, in accordance with applicable regulations and shall not be eligible to participate in both the University Benefit Plans and the HCSA.

ARTICLE 27: TERM OF AGREEMENT

27:01 This Agreement shall continue in full force and effect until August 31, 2017, and thereafter shall automatically renew itself for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

Negotiations

27:02 In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within fifteen (15) days following receipt of such notification and thereafter both parties shall negotiate in good faith.

27:03 If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement, or on the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until all conciliation proceedings prescribed under the *Ontario Labour Relations Act* have been completed, whichever date should first occur.

ARTICLE 28: DEFINITIONS**Working Day**

28:01 Whenever the term “working day” is used in this Collective Agreement it shall be considered to mean a regular University of Toronto working day.

Department

28:02 Whenever the term “Department” is used in this Collective Agreement it shall be considered to mean:

- (a) a department within a faculty, or a single-department faculty, on a specific campus; or
- (b) a multi-disciplinary unit on a specific campus; or
- (c) (in the case of a particular advancement application, where applicable), an approved extra-departmental program on a specific campus on a without prejudice basis.

Supervisor

28:03 Whenever the term “supervisor” is used in this Collective Agreement it shall be considered to mean whoever is the immediate supervisor of an employee.

Academic Session

28:04 The term “academic session,” as used in this Collective Agreement, refers to that period of time which begins with undergraduate registration (usually in September) and continues through to the last day for completion of marking of final examinations (usually in May); or that period of time which begins with undergraduate registration (usually in May) and continues through to the last day of completion of marking of final examinations (usually in August). Each academic session consists of two terms; in the Winter session, the “Fall term” (September to December), and the

“Spring term” (January to May). The dates applicable to a given employee will be those appropriate to the particular Department in which the employee is employed.

Academic Year

28:05 The term “academic year,” as used in this Collective Agreement, refers to the period from September 1 to August 31, inclusive.

Immediate Family

28:06 The term “immediate family,” as used in this Collective Agreement, shall mean spouse, parent, brother, sister, child, child of a spouse, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchild, or grandparent. “Spouse” shall include partners in same-sex relationships.

ARTICLE 29: REMUNERATION FOR TEACHING-RELATED SERVICE

29:01 Sessional Lecturers shall be remunerated for additional work required to be performed arising directly out of an appointment under this Collective Agreement and which is required to take place following the normal ending date of the appointment, such work limited to marking of deferred examinations or assignments or providing information regarding allegations of academic offences by student(s) to disciplinary reviews, hearings, or tribunals.

Remuneration will be on an hourly basis at the S.I.A. rate for no less than one (1) hour, with the hours to be determined and agreed upon by the employee and her/his supervisor in advance of the hours being worked, based on divisional practices and with the approval of the Department Chair. In the event that additional work in regard to academic offences exceeds the agreed-upon hours due to unforeseen circumstances, the employee and the Chair shall, by mutual agreement, revise the allocation of hours accordingly.

Where a Department requires a Sessional Lecturer to perform additional duties arising directly out of an appointment under this Collective Agreement and where such duties exceed the normal duties of a Sessional Lecturer in the Department, the Chair shall make an adjustment in the stipend commensurate with these additional duties.

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 in an academic term shall be eligible for a severance payment calculated on the following basis: For 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 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 be 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 but, in all cases, no later than 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.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on February 18, 2015.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Vice President, Human Resources & Equity

Secretary, Governing Council

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902 UNIT 3

Chair

Secretary – Treasurer

APPENDIX A: PROCESS FOR ADVANCEMENT TO SESSIONAL LECTURER II**Eligibility**

Provided he/she 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 has taught at least eight (8) 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) Departments

Where the candidate has worked for two (2) or three (3) 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) 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 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) half courses or three (3) 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 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 may ask to be considered for advancement during that appointment in which he or she is achieving 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.

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 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.

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 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 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 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 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 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.

APPENDIX A-2: PROCESS FOR ADVANCEMENT TO SESSIONAL LECTURER III**Eligibility**

Provided he/she 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:

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 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 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 will reach or exceed all eligibility criteria, the candidate may request to initiate the process for advancement early, that is, he or she may ask to be considered for advancement during that appointment in which he or she is achieving 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.

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.

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 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 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 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 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 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.

APPENDIX B: ADVANCEMENT PROCESS – WRITING CENTRES**Eligibility**

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

Where the candidate has worked for one Writing Centre, once he/she has been employed for at least six hundred (600) hours as a Writing Instructor 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 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 hundred and fifty (550) 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 will reach or exceed all eligibility criteria, the candidate may request to initiate the process for advancement early, that is, he or she may ask to be considered for advancement during that appointment in which he or she is achieving 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 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 II 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.

The Committee Co-chairs shall designate a member or members of the Committee to observe the candidate in the course of his/her 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 II 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 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 II 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.

A candidate who is not advanced to the status of Writing Instructor II 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 II remains eligible for appointment at the rank of Writing Instructor 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 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 II, he/she 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 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 II.

A member of the Panel may not participate in a review originating in a Writing Centre with which he/she 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 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.
- "Director" shall mean the administrative head of a Writing Centre.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO (THE EMPLOYER)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902 (THE UNION)**

1. This Memorandum is deemed to be incorporated into both Collective Agreements between the Union and the Employer. This Memorandum only applies to Course Instructor or Sessional Lecturer positions. Where this Memorandum and either Collective Agreement conflict, this Memorandum prevails to the extent of the conflict. This Memorandum of Understanding is subject to the grievance procedure of this Collective Agreement.
2. Notwithstanding any other provision in the Memorandum, the parties agree that all positions that are required to be posted to CUPE 3902 Unit 1 shall continue to be posted to CUPE 3902 Unit 1.
3. Subject to the provisions of the Collective Agreement, the parties agree that work may be posted to Unit 1 or Unit 3 at the discretion of the Department. There shall be no concurrent postings to both Unit 1 and Unit 3.
4. The parties are agreed that if no qualified applicants are found in an initial posting, the Employer may post to the other unit using the emergency postings provision of that unit's Collective Agreement.
5. The parties are agreed that, for multiple section courses, different sections of which have been posted to different units, the Employer shall, in default of having sufficient qualified candidates in one unit, be allowed to fill open positions with qualified applicants from the other unit.

LETTERS OF INTENT

JOINT LETTER OF INTENT: UNION DUES/MEMBERSHIP

February 18, 2015

The Employer recognizes that matters concerning Union dues or Union membership are properly matters relating to the internal administration of the CUPE, Local 3902. Therefore, the Employer, its agent, or persons acting on its behalf, will not publicize or post any publications dealing with the matter of Union membership or Union dues. In the event the Union brings to the attention of the Employer, in writing, notice of such publications being posted, that publication(s) will be removed forthwith.

The Union agrees that the Employer, its agents or any persons acting on its behalf in the various Departments may inform employees orally about matters concerning Union dues in response to specific requests without this constituting a violation of this letter of intent.

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

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

JOINT LETTER OF INTENT: ARBITRATION

February 18, 2015

The parties discussed the issue of “reasonable time” as it is used in Article 13:02 and have agreed that nine (9) months is a reasonable time, given arbitrators’ schedules, within which to hold a hearing.

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

Angela Hildyard
President, Human Resources & Equity
University of Toronto

JOINT LETTER OF INTENT: DUPLICATE PROVISIONS

February 18, 2015

It is understood and agreed by the parties that the provisions listed below shall not result in duplication of services or benefits where such provisions are also contained in any other collective agreement(s) between the parties to this agreement (the University of Toronto and CUPE Local 3902).

6:06 The Employer agrees to issue, upon request from the Union in writing, a library card (valid at both Robarts Library and Bora Laskin Law Library) to the Staff Representative(s) of the Union. There shall be no charge to the Union or to the Staff Representative(s) for the card. Use of the card 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.

Office Space

23:01 The Employer recognizes the need for the Union local to have a central location for files and normal office equipment for the purpose of conducting business with the University. Accordingly, office space will be provided rent free to the Canadian Union of Public Employees, Local 3902, in accordance with the following conditions:

- (a) This privilege may be withdrawn if the local Union uses or allows the office space to be used for purposes other than set out in this Article of the Collective Agreement.
- (b) The Union will occupy the space in a manner consistent with the rules and regulations in the lease between the Landlord and the University of Toronto.
- (c) The space allocation is subject to change if it is required by the Employer. In this event, alternate accommodation will be found. Unless a situation arises which is beyond the control of the Employer, the Employer will give no fewer than three (3) calendar months' notice that the Union will be required to change offices.
- (d) The Employer will provide cleaning service and campus mail service at no cost to the Union.
- (e) The Employer will make available University recycling services to the Union.

Bulletin Boards

23:02 In each Department where employees are employed, the Employer shall provide a reasonable amount of space on bulletin boards marked "Canadian Union of Public Employees, Local 3902" for official Union notices.

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

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: EMPLOYMENT INSURANCE HOURS FOR SESSIONAL LECTURERS

February 18, 2015

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

This letter will confirm the substance of our discussion at this round of negotiations with regard to Employment Insurance hours for CUPE Local 3902 Sessional Lecturers.

The parties agree that for Employment Insurance purposes only, a course instructor for a full course will be deemed to have worked 460 hours, and a course instructor for a half course will be deemed to have worked 230 hours.

In no case shall an employee be deemed to have worked more than 2,000 hours in a 12-month period.

Further, the parties agree that this agreement is strictly for Employment Insurance purposes only, and is without prejudice to the positions of the parties, and shall in no way affect the interpretation, application, and administration of the Collective Agreement provisions and any University policies and practices, and shall not be relied on or referred to in any proceedings other than those under the *Employment Insurance Act or Regulations*.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

**LETTER OF INTENT: DEPARTMENTAL TEACHING ASSISTANT SUPPORT
FRAMEWORK STATEMENTS**

February 18, 2015

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

Within 120 days of ratification, each department employing Sessional Lecturers in the CUPE 3902 Unit 3 bargaining unit during the 2014-2015 academic session, shall prepare a teaching assistant support framework statement in accordance with the following outline. The Employer shall supply a copy of these statements to the Union.

These statements shall not form part of this Collective Agreement, and are therefore not subject to the grievance and arbitration procedures of the Collective Agreement (Articles 12 and 13). However, an alleged failure to provide such statements would be subject to the grievance and arbitration process. In the event that a department alters its written policy, the Employer shall supply the Union with a copy of such alteration.

The parties recognize that these statements are illustrative rather than absolute, and that variables such as budget, course type, and departmental priorities may result in an outcome different from that which the framework might predict. The parties also recognize the value of placing teaching assistant support information in context by setting out the key considerations affecting the allocation of teaching assistant resources.

1. Does this department use a formula(e) for determining teaching assistant support?

_____ Yes

_____ No

2. If yes, please provide the formula(e) below.

3. Please list the principal considerations which affect assignment of teaching assistant support:

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: WORKLOAD REVIEW

February 18, 2015

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

The parties agree that where, in a Department, a reasonable basis for concern is identified with respect to the workload associated with an assignment, including the level of TA support, the Steward for that Department or other designated Union representative and the Designated Authority shall meet to discuss the concern.

These discussions shall be without prejudice and shall not be the subject of a grievance, nor will the fact that a discussion has taken place preclude an employee from filing an individual grievance thereafter in accordance with this Collective Agreement.

Such meetings shall not preclude any other discussions of such concerns between employees and departmental administrators.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: TRANSITIONAL PROFESSIONAL EXPENSE PROGRAM

February 18, 2015

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

Members of the CUPE Local 3902 bargaining unit who are currently in receipt of Professional Expense Development Account shall be eligible to receive payments in accordance with the schedule below, provided that they teach a minimum of 1.5 full courses in the twelve (12) month period between September 1 and August 31:

For those employed to teach 1.5 full courses within the year:	\$250.00
For those employed to teach 2 to 3 full courses within the year:	\$400.00
For those employed to teach more than 3 full courses within the year:	\$500.00

These payments shall be made annually.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: EXPENSE REIMBURSEMENT

February 18, 2015

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

Out-of-pocket costs of teaching materials that are deemed appropriate, reasonable and necessary by the Chair or Designated Authority, and that have been approved in advance by same, will be reimbursed by the Department upon presentation of receipts. These teaching materials shall remain the property of the Employer.

This Letter of Intent does not apply to those eligible for the Transitional Professional Expense Reimbursement Program.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: WAGES AT OISE

February 18, 2015

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

Employees in this bargaining unit employed by the University of Toronto at OISE as Sessional Lecturers in the Initial Teacher Education program will, for the life of this collective agreement, continue to be paid in accordance with OISE's current practice and pay will not be reduced unless triggered by a corresponding reduction in the appointment.

Employees who received a lump sum adjustment in 2005-2006 arising out of having been 'disadvantaged' by the new arrangement, shall continue to receive the same lump sum payment in each of 2012-13 and 2013-14.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: MATTERS REFERRED TO THE LABOUR-MANAGEMENT COMMITTEE

February 18, 2015

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

The parties agree that the following matters are referred to the Labour Management Committee:

- Hiring of recent PhD.s
- Posting of Writing Centre Writing Instructor positions
- Exclusion equivalent lists and status of roll-out

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

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 \$100,000 in year 1 of the collective agreement, \$100,000 in year 2, and \$100,000 in year 3 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 year, payment shall be made no later than July 1, 2015.

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 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
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: INFORMATION REQUESTS

February 18, 2015

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

The Employer agrees to create a Working Group to be chaired by a Vice-Provost or designate to explore and determine what information may be provided to the Union in light of the availability of such information. The Working Group shall be comprised of two (2) representatives from the University in addition to the Chair, and two (2) representatives of the Union.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

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) 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 hundred (600) 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) 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) of eligible income and a matching amount will be contributed by the University. For further information about the Plan, visit www.brandequity.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.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: READING AND RESEARCH COURSES

February 18, 2015

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

The parties agree to refer to the Labour Management Committee the matter of Unit 3 instructors teaching reading and research courses. The Committee will recommend principles that Academic Departments may use when considering applications from Unit 3 members for such teaching.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: ELIGIBILITY FOR PRINCIPAL INVESTIGATORS

February 18, 2015

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

With the understanding that Sessional Lecturers are employed for teaching but at the same time may conduct or engage in scholarly activity as independent scholars, and that such scholarly activity benefits both the employee and the Employer, Sessional Lecturers will be eligible to act as Principal Investigators to the extent that the University's Guidelines Regarding Eligibility to be a Principal Investigator allow.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: TEACHING AWARDS

February 18, 2015

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

The Employer and the Union acknowledge that teaching awards are an important way to recognize the outstanding achievements and contributions of those directly involved in the teaching mission of the University to the quality of education and the learning experience of students in the classroom.

The parties agree that Sessional Lecturers shall be eligible for teaching awards on the same basis as other members of the teaching staff.

The Employer undertakes to communicate this broadly to Principals, Deans, Academic Directors and Chairs.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: FORM T2200

February 18, 2015

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

The parties agree to refer to the Labour/Management Committee for discussion and review on a without prejudice basis any disputes arising from a University decision not to issue a form T2200 to a bargaining unit member pursuant to Article 23:03(c) of the Collective Agreement.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: ADVANCEMENT PROCESS OUTCOMES

February 18, 2015

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

The parties agree that where a Department does not adhere to the timelines for the written communication of the outcome of the advancement process pursuant to Appendices 'A', 'A-2' and 'B', 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.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: WORKING GROUP UNIT 3 JOB POSTINGS

February 18, 2015

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

The University agrees to establish a working group to explore options for the electronic posting of Unit 3 positions. The working group will include two (2) representatives from the Union and two (2) representatives from the University. Recommendations will be forwarded to the Vice-President, Human Resources & Equity with a goal that approved recommendations will be implemented for January, 2014.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: WRITING CENTRES

February 18, 2015

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

The University will give due consideration on a case by case basis as to whether it is reasonable and appropriate to recognize the experience and rank of a Writing Instructor II for the purposes of hiring where work is transferred from the hiring unit to another unit.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: TRANSFER OF DEGREE PROGRAM

February 18, 2015

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

The University will give due consideration on a case by case basis as to whether it is reasonable and appropriate to recognize the experience and rank of Sessional Lecturers II and III for the purposes of hiring and advancement where a degree program is transferred from the hiring/advancing Department to another Department.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: ADVANCEMENT PROCESS

February 18, 2015

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

The parties agree that the Labour/Management Committee may be used as a forum to discuss matters concerning the implementation of the Advancement Process set out in Appendices 'A', 'A-2' and 'B'.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: STUDENT EVALUATIONS

February 18, 2015

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

The University agrees that course evaluations will be distributed to Unit 3 members in accordance with relevant departmental and divisional guidelines and practices.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: HIRING GRIEVANCES – ARTICLE 12:01(B)(I)

February 18, 2015

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

The parties agree that for the duration of the current collective agreement that the third bullet under Article 12:01(b)(i) shall read as follows:

For at least four (4) months within the past thirty-six (36) months (at least two (2) months if the employment was a half-course offered over two (2) months in the summer academic session) the qualified applicant has been employed in another Department teaching a course which appears on a list of 'exclusion equivalent' courses identified and published by the hiring Department. 'Exclusion equivalent' courses shall be determined at the sole discretion of the Chair of the hiring Department. The list of 'exclusion equivalent' courses shall be reviewed on a regular basis and updated/amended as deemed appropriate by the Chair at his/her sole discretion. The list of 'exclusion equivalent' courses shall not be subject to the grievance procedure.

The parties further agree to review the effectiveness of the process described in Article 12:01(b)(i) during the 2015-16 academic year and provide recommendations to the Provost. Recommendations approved by the Provost shall be implemented as soon as practicable.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF UNDERSTANDING: EMPLOYMENT EQUITY

February 18, 2015

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

To act on its commitment to employment equity under the University's Employment Equity Policy the University agrees to continue a joint Employment Equity Advisory Committee with the Union. The Committee will be composed of four (4) representatives each of the Union and the University. The Committee's mandate shall be to make recommendations to the Vice-President Human Resources and Equity regarding the continuing achievement of employment equity within the bargaining unit.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: TERMS OF REFERENCE FOR A PROVOSTIAL WORKING GROUP ON WRITING INSTRUCTORS

February 18, 2015

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.

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 examine delivery models in the University's Writing Centres and other academic support activities. 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 within thirty (30) days after ratification of the Collective Agreement. Recommendations from the Working Group will be forwarded to the Provost no later than December 31, 2015.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: PROVOSTIAL GUIDELINES

February 18, 2015

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

This letter is to confirm our discussions in this round of collective bargaining concerning the development of clarity and consistency in the application of:

- Currency with the subject matter
- Mastery of the subject matter
- Superior classroom teaching
- Continued currency with the subject matter
- Continued mastery of the subject matter
- Continued superior classroom teaching

The Vice-Provost, Faculty and Academic Life will consult broadly and develop Provostial Guidelines to assist divisions in operationalizing these criteria. CUPE Local 3902 Unit 3 will be included in these consultations and provided with the opportunity to provide input into the development of the guidelines and an opportunity to provide feedback on draft documents.

Divisions may develop Divisional Guidelines that are consistent with the Provostial Guidelines.

The University will endeavour to develop the Provostial Guidelines by 1 September 2015. In the event the revised guidelines are not in place by 1 September, 2015, any candidate who was denied advancement under the existing collective agreement language may re-apply for advancement on the basis of the revised guidelines when they come into effect.

A comparable process with respect to Writing Instructors will be followed with the intention of developing clarity and consistency in the application of:

- Currency with writing instruction
- Mastery of writing instruction
- Superior critiquing, analytical and instructional skills

In the event that Provostial Guidelines are subsequently revised, CUPE Local 3902 Unit 3 will be included in consultations prior to adoption of revised Guidelines.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: MULTI-SITE JOINT HEALTH AND SAFETY COMMITTEE STRUCTURE

February 18, 2015

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

During the current collective bargaining negotiations, the parties continued their discussions regarding the necessity for and benefits of, a multi-site Joint Health and Safety Committee (JHSC) structure at the University, given the multitude and geographic dispersion of buildings/workplaces at the University.

The parties agree in principle that a multi-site JHSC structure is appropriate, necessary and beneficial in the circumstances. The parties recognize that such a structure would help ensure compliance with legislative requirements in respect of workplace inspections, JHSC meetings and other related activities in a more efficient and effective manner, while at the same time helping to foster a healthy and safe work environment across the University.

In the six (6) months immediately following the date of ratification of this collective agreement, the parties will continue discussions intended to result in a multi-site JHSC structure and implementation plan that the parties agree will be presented to the Ministry of Labour for approval. It is understood and agreed that in view of the fact that the University's health and safety obligations apply to all University employees including those represented by other bargaining agents, such discussions may include representatives from other unions/bargaining units at the University, whose agreement will also be sought before the multi-site JHSC structure and implementation plan is presented to the Ministry of Labour for approval.

In the event that the parties' discussions have not resulted in the Union's approval of a multi-site JHSC structure and implementation plan, the parties agree to mediation by William Kaplan.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: DEPARTMENTAL MEETINGS

February 18, 2015

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

Sessional Lecturers and Writing Instructors shall be included in Departmental meetings that are open to all staff and faculty.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: INFORMATION ABOUT POSTINGS

February 18, 2015

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

Where a course or a section of a course has been taught exclusively by member(s) of CUPE 3902 Unit 3 in the prior five (5) years and the Department decides to post this course or section of a course to CUPE 3902 Unit 1, the Department will inform the Union of the course code and title of this course at least two (2) weeks prior to the posting of this work to the CUPE 3902 Unit 1 bargaining unit.

Angela Hildyard
Vice-President, Human Resources & Equity
University of Toronto

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