

FRIDAY, DECEMBER 9th, 2022 @ 2:45AM

WITHDRAWN IF NOT ACCEPTED BY THURSDAY, DECEMBER 9TH @ 3:00PM

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

-BETWEEN-

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

-AND-

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

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.
2. The term of the renewal collective agreement shall be from September 1, 2021 to August 31, 2024.
3. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto.
4. The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except where retroactivity is expressly provided for.
5. All attached items numbered 1 to _____ are incorporated.

FOR THE UNIVERSITY

Kelly Haines
Allyson Brown
Shantrell
Dan M. Bl
B. J.

FOR THE UNION

Archie
DPS
Tom Y
Fredrick Vezina
KMcNeilly











DATED AT TORONTO THIS 9 DAY OF DECEMBER 2022

University of Toronto

- and -

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

Collective Bargaining 2022

Package for Settlement

**December 9, 2022
2:45 AM**

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

SETTLEMENT:

- All previously agreed-to language
- All proposals as attached to this document
- All other proposals not expressly agreed upon are withdrawn
- No provisions are retroactive unless expressly indicated
- The term of the agreement shall be from September 1, 2021 to August 31, 2024

- Wage proposal (see attached Appendix W)
 - Increase the wages for each employee category listed in Appendix W as follows:
 - Effective **(retroactive)** September 1, 2021 **4.00%**
 - Effective **(retroactive)** September 1, 2022 **4.00%**
 - Effective September 1, 2023 **3.00%**
 - For employees who are paid above the wage rates set out in Appendix W and in accordance with Article 21:03 who have been employed in the academic year preceding each of the dates set out above AND whose wage rate has not changed for any reason during that academic year, the above-noted wage increases will apply **(including retroactively)**.
 - **Effective on the date of ratification, increase the wage rate of Sessional Lecturer I – Long Term from 4.5% above the Sessional Lecturer I wage rate to 5.0% above the Sessional Lecturer I wage rate based on the Sessional Lecturer I wage rate in effect on September 1, 2020 (as per Appendix W)**
 - **Effective on the date of ratification, create the following new ranks and wage rates (see attached Appendix W):**
 - **Sessional Lecturer II – Long Term reserved for individuals who have taught at the rank of Sessional Lecturer II for three (3) or more years in any department**
 - **Sessional Lecturer III – Long Term reserved for individuals who have taught at the rank of Sessional Lecturer III for three (3) or more years in any department**
 - **Writing Instructor 2 – Long Term reserved for individuals who have instructed at the rank of Writing Instructor 2 for three (3) or more years in any department**
 - **Writing Instructor 2 (Priority) – Long Term reserved for individuals who have instructed at the rank of Writing Instructor 2 (Priority) for three (3) or more years in any department**
 - **Applied Music Sessional II – Long Term reserved for individuals who have taught at the rank of Applied Music Sessional II for three (3) or more years in any department**
 - **When a Music Professional achieves the rank of Music Professional – Long Term, then such Music Professional – Long Term shall be remunerated at the Music Professional – Long Term rank for any work they perform as a Music Professional.**

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

First 34 Hours or 0.17* FCE per plan year *Note: 0.17 may include rounding, i.e., from 1/6 FCE	Each additional 100 hours or 0.5 FCE per plan year	Maximum per plan year
\$500	\$350	\$1,900

- GRRSP
 - Each participating employee who is a Sessional Lecturer I, Writing Instructor 1, Applied Music Sessional I, Music Professional I or a Sessional Instructional Assistant and contributes 5% of eligible income will contribute 6% of eligible income and the Employer will match at 6%
 - Each participating Sessional Lecturer I – Long Term, Sessional Lecturer II, **Sessional Lecturer II – Long Term**, Writing Instructor 1 – Long Term, Writing Instructor 2, **Writing Instructor 2 – Long Term**, Applied Music Sessional I – Long Term, Applied Music Sessional II, **Applied Music Sessional II – Long Term**, and Music Professional I – Long Term and contributes 5% of eligible income will contribute 7% of eligible income and the Employer will match at 7%
 - Each participating Sessional Lecturer III, **Sessional Lecturer III – Long Term**, and Writing Instructor 2 (Priority), **Writing Instructor 2 (Priority) – Long Term** who contributes 6% of eligible income will contribute 8% of eligible income and the Employer will match at 8%
- RENEW: Unit 3 Fund (professional development) and increase to \$160,000 in Year 1, \$170,000 in Year 2 and \$180,000 in Year 3 of the Collective Agreement
- **Faculty of Music – payment for preparation time**
 - **Applied Music Sessionals will be paid four (4) hours of preparation time per student per academic year**
 - **Music Professionals will be paid one (1) hour of preparation time for every ten (10) hours of work as coaches and accompanists**
- **The Employer will provide employees access to HCSA for reimbursement for expenses incurred at any time during the plan year if feasible.**

Appendix W - CUPE Local 3902, Unit 3 Wages

Sessional Lecturers Minimum Stipend Rate per full course

	01.09.2020 Amount	01.09.2021 Amount	01.09.2022 Amount	01.09.2023 Amount	
Sessional Lecturer I	\$16,979.33	\$17,658.50	\$18,364.84	\$18,915.79	includes 4% vacation pay
Sessional Lecturer I - Long Term	\$17,828.30	\$18,541.43	\$19,283.09	\$19,861.58	includes 6% vacation pay
Sessional Lecturer II	\$18,171.15	\$18,897.99	\$19,653.91	\$20,243.53	includes 6% vacation pay
Sessional Lecturer II - Long Term	\$18,538.90	\$19,280.46	\$20,051.68	\$20,653.23	includes 6% vacation pay
Sessional Lecturer III	\$18,603.79	\$19,347.94	\$20,121.86	\$20,725.52	includes 6% vacation pay
Sessional Lecturer III - Long Term	\$18,975.87	\$19,734.90	\$20,524.30	\$21,140.03	includes 6% vacation pay

Minimum Hourly Rates

	01.09.2020 Amount	01.09.2021 Amount	01.09.2022 Amount	01.09.2023 Amount	
Writing Instructor I	\$47.94	\$49.86	\$51.85	\$53.41	excludes vacation pay
Writing Instructor I - Long Term	\$50.34	\$52.35	\$54.44	\$56.07	excludes vacation pay
Writing Instructor II	\$51.55	\$53.61	\$55.75	\$57.42	excludes vacation pay
Writing Instructor II - Long Term	\$52.58	\$54.68	\$56.87	\$58.58	excludes vacation pay
Writing Instructor II (priority)	\$53.06	\$55.18	\$57.39	\$59.11	excludes vacation pay
Writing Instructor II (priority) - Long Term	\$54.12	\$56.28	\$58.53	\$60.29	excludes vacation pay
Applied Music Sessional	\$95.48	\$99.30	\$103.27	\$106.37	excludes vacation pay
Applied Music Sessional - Long Term	\$100.25	\$104.26	\$108.43	\$111.68	excludes vacation pay
Applied Music Sessional II	\$102.64	\$106.75	\$111.02	\$114.35	excludes vacation pay
Applied Music Sessional II - Long Term	\$104.69	\$108.88	\$113.24	\$116.64	excludes vacation pay
Music Professional - Accompanist (non-teaching)	\$58.73	\$61.07	\$63.51	\$65.42	excludes vacation pay
Music Professional - Accompanist (non-teaching) - Long Term	\$61.66	\$64.13	\$66.70	\$68.70	excludes vacation pay
Music Professional - Adjudication	\$73.00	\$75.92	\$78.96	\$81.33	excludes vacation pay
Music Professional - Adjudication - Long Term	\$76.65	\$79.72	\$82.91	\$85.40	excludes vacation pay
Sessional Instructional Assistant	\$46.92	\$48.79	\$50.74	\$52.26	excludes vacation pay

The Employer and the Union agree to RENEW, AMEND or DELETE as specified below the following Letters of Agreement/Understanding/Intent for the term of the renewal Collective Agreement:

- Joint Letter of Intent: Union Dues/Membership – RENEW
- Joint Letter of Intent: Arbitration – DELETE
- Joint Letter of Intent: Duplicate Provisions – RENEW
- Letter of Intent: Employment Insurance Hours for Sessional Lecturers – RENEW
- Letter of Intent: Departmental Teaching Assistant Support Frameworks Statement – RENEW
- Letter of Intent: Workload Review – RENEW
- Letter of Intent: Transitional Professional Expense Program – RENEW
- Letter of Intent: Expense Reimbursement – RENEW
- Letter of Intent: Wages at OISE – RENEW
- Letter of Intent: CUPE 3902, Unit 3 Fund – **AMEND**
- Letter of Intent: Language to be Included in Letters of Offer – **RENEW-AMEND****
- Letter of Intent: Eligibility for Principal Investigators – RENEW
- Letter of Intent: Teaching Awards – **AMEND**
- Letter of Intent: Writing Centres – **RENEW AMEND**
- Letter of Intent: Transfer of Degree Program – **AMEND**
- Letter of Intent: Advancement Process – RENEW
- Letter of Intent: Hiring Grievances – Article 12:10(B)(I) - RENEW
- Letter of Understanding: Employment Equity - **AMEND**
- Letter of Intent: Multi-Site Joint Health and Safety Committee Structure – **RENEW AMEND**
- Letter of Intent: Departmental Meetings - **AMEND**
- Letter of Intent: Provostial Working Group to Review Writing Instructor 2 (Priority) - DELETE
- Letter of Intent: Sustainability Committee - RENEW
- Letter of Intent: Mutual Agreement to Waive Posting - RENEW
- Letter of Understanding: Online Courses - RENEW
- Letter of Intent: Sessional Lecturer I – Long Term – **RENEW AMEND**
- Letter of Intent: Advancement to the Rank of Sessional Lecturer II – **RENEW AMEND**
- Letter of Understanding: Writing Centres - **AMEND**
- Letter of Intent: Training - RENEW
- Letter of Intent: Legislative Changes - DELETE
- Letter of Intent: Course Evaluations - DELETE
- Letter of Intent: Job Postings - DELETE
- Letter of Intent: Office and Storage Space - RENEW

****Agree to amend Letter of Intent: Language to be Included in Letters of Offer to update Advancement criteria and GRRSP access for the various employee categories**

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

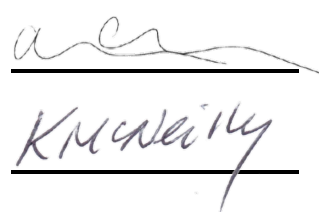
Housekeeping Items

- Replace all instances of “Human Resources & Equity” with “People Strategy, Equity & Culture”
- Replace all instances of “Executive Director, Labour Relations” with “Senior Executive Director, Labour Relations”
- Maintain original and latest amendment dates on all LOIs/LOUs
- Amend University to Employer where appropriate
- **Replace all instances of “Chair” (of CUPE 3902) with “President”**
- **Replace all instances of “Vice-Chair, Unit 3” with “the Vice-President for the Unit”**
- **Replace all instances of “chair@cupe3902.org” with “president@cupe3902.org”**
- **Replace all instances of “vc3@cupe3902.org” with “vp2@cupe3902.org”**
- **Replace all instances of “info@cupe3902.org” with “finance@cupe3902.org”**
- **Replace all instances of “Chair’s Designate” (of CUPE 3902) with “President’s Designate”**

For the University



For the Union



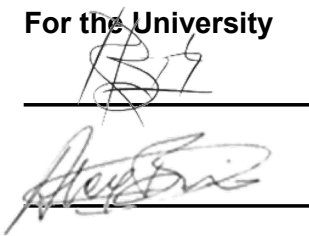
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

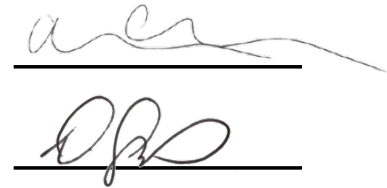
Housekeeping Items

- Replace all instances of “Human Resources & Equity” with “People Strategy, Equity & Culture”
- Replace all instances of “Executive Director, Labour Relations” with “Senior Executive Director, Labour Relations”
- Maintain original and latest amendment dates on all LOIs/LOUs
- Amend University to Employer where appropriate

For the University



For the Union



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

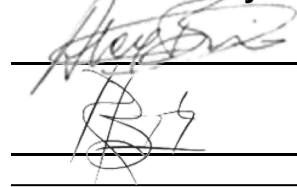
The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

ARTICLE 4: NO DISCRIMINATION

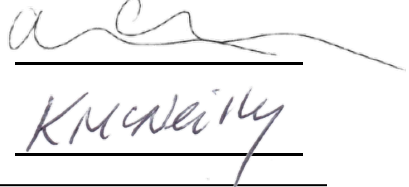
4.01

- (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, language of origin, citizenship, creed, religious or political affiliation or belief, sex, gender, personal appearance, mode of dress, sexual orientation, gender identity, gender expression, age, record of offences, marital status (as defined in law), same-sex partnership status, family status, parental status, number of dependents, disability (including AIDS/HIV status), physical attributes or academic school of thought, nor by reason of the employee's non-membership, membership or activity in the Union or any other practices prohibited by law.
- (b) The ~~University~~ Employer and the Union are committed to equal opportunity in employment for women, Indigenous Peoples ~~aboriginal people~~, people with disabilities, and people who because of their race, colour, sexual orientation or gender identity and expression have been historically, traditionally and continue to be 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. In support of this commitment, the University will gather information from employees, who will be requested to self-identify and participate on a voluntary basis. This information will be provided to the Union annually and discussed at subsequent meeting(s) of the Employment Equity Advisory Committee.
- (c) The Employer and the Union recognize that an individual has the right to determine their own gender identity and gender expression. This includes the right to determine their own pronoun(s).

For the University



For the Union



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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

Sexual Violence and Sexual Harassment

- 4:04 Employees making a Report under the University's Policy on Sexual Violence and Sexual Harassment shall be advised they have the right to be accompanied by a Union representative at any stage of the process.

~~The time limit for making a~~ Report under the University's Policy on Sexual Violence and Sexual Harassment ~~or filing a grievance~~ alleging sexual harassment ~~under this Collective Agreement may be filed at any time in accordance with the Policy on Sexual Violence and Sexual Harassment. For clarity, there is no time limit for filing a Report under the Policy. shall be no longer than six (6) months after the occurrence of the matter that is the subject of the Report/grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to make a Report or file a grievance shall extend to twelve (12) months.~~

An employee may file a grievance alleging sexual harassment or sexual violence if, after the University has exhausted available steps through the Policy, the employee is dissatisfied with the outcome; or if after sixty (60) working days have elapsed from the date the written Report was finalized, signed by the employee, and submitted to the University's Sexual Violence Prevention and Support Centre, the University has not provided the employee with a response to the Report; or if the employee did not file a Report under the Policy.

If an employee files a grievance under Article 4:04, such grievance shall be filed at Step 3 of the grievance procedure. The time limits set out in Articles 12:07 and 12:08 of the Collective Agreement shall not apply to such grievances. The time limit for the University to issue a Step 3 response under Article 4:05 shall be sixty (60) working days.

~~Notwithstanding Articles 12:06 and 12:07 of this Collective Agreement, a grievance alleging sexual violence or sexual harassment shall be filed at Step 3 (or Step 2 for single department faculties). The Vice-President, Human Resources & Equity (or designate) will give a written decision to the Chair or Grievance Officer of the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 13 of this Collective Agreement.~~

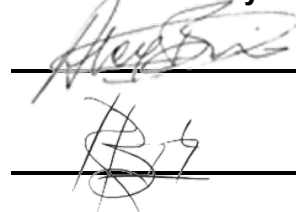
4:05 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

4:06 An employee who makes a Report of sexual violence or sexual harassment, and/or files a grievance alleging sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the Respondent. 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.

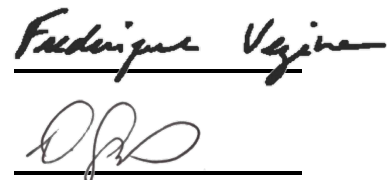
4:07 Witnesses who give information and/or evidence in a complaint of sexual violence or sexual harassment shall suffer no penalty of an academic or other nature.

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

For the University



For the Union



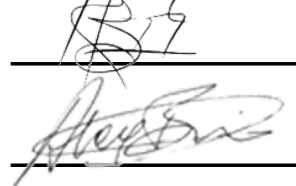
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

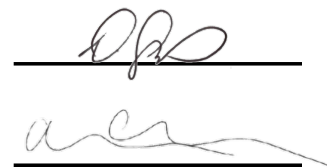
ARTICLE 6: UNION SECURITY

6:02 All enquiries concerning Union dues or dues deductions should be directed to CUPE/SCFP, Local 3902, ~~180~~ 208 Bloor Street West, Suite ~~803~~ 300, Toronto, Ontario ~~M5S—2V6~~ M5S 3B4, telephone: 416-593-7057, e-mail: info@cupe3902.org.

For the University



For the Union



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

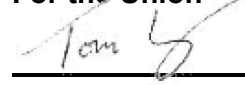
The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

ARTICLE 6: UNION SECURITY

6:04 The **University Employer** will pay to the Union by the 30th of April of each year an amount equivalent to ~~two (2)~~ **three (3)** 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.

For the University

For the Union





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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

Information to Employees

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

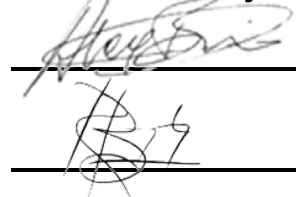
The collective agreement will be posted on the University's ~~Human Resources & Equity~~ **People Strategy, Equity & Culture** website in a searchable format and a link to said website will be provided to all employees in the bargaining unit.

The University will provide the Union with a searchable electronic copy and one hundred (100) ~~two hundred and fifty (250)~~ printed copies of the agreement.

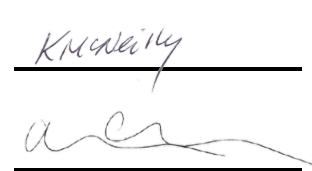
~~The Employer agrees to provide each hiring unit employing members of the bargaining unit with five (5) printed copies, per agreement year.~~

The parties agree to finalize the renewal collective agreement within six (6) months of the date of its ratification.

For the University



For the Union



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

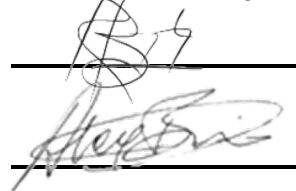
The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

Information Provided by Department to the Union

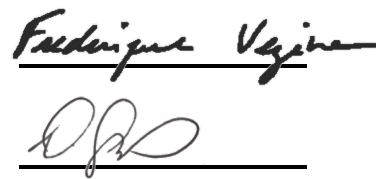
6:08 Each employing Department shall provide the Union, via email, with copies of all accepted letters of offer made to members of the bargaining unit. Copies shall be provided within fifteen (15) working days after the receipt in the employing Department of the written acceptance of the position by 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.

6:09 All information to be provided to the Union under the Collective Agreement, save matters listed under Article 6:02 and Article 8: Correspondence, shall be sent to office@cupe3902.org.

For the University



For the Union



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

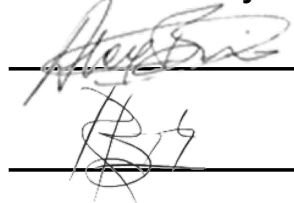
The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

ARTICLE 8: CORRESPONDENCE

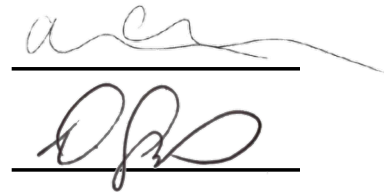
8:01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Senior Executive Director of Labour Relations or designate, ~~215 Huron Street, 8th Floor, Toronto~~, and the Vice-Chair Unit 3, Secretary or Chair of the Union or Chair's Designate. For purposes of administering this Collective Agreement, wherever Vice-President, ~~Human Resources & Equity People Strategy, Equity & Culture~~ is referred to, it is understood that a designated representative may be recognized and dealt with in their stead.

~~8:02 Any such communications given under this Agreement shall be deemed given and received three working days after the date of posting.~~

For the University



For the Union



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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

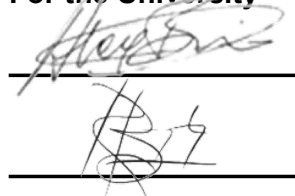
13:02 The provisions of this article shall be based on the use of a single arbitrator, unless the provisions of Article 13:06 are specifically invoked.

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:

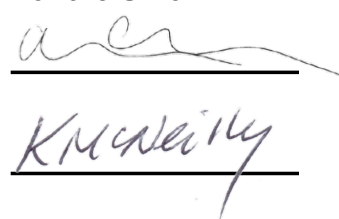
William Kaplan
Russell Goodfellow
Deborah Leighton
Brian Kellar
Eli Gedalof
Jasbir Parmar
Marilyn Nairn
Laura Trachuk

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

For the University



For the Union



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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

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 I – Long Term is reserved for individuals who have taught at the rank of Sessional Lecturer I for six (6) or more years in any Department.

The rank of Sessional Lecturer II is reserved for individuals with advanced degrees or with significant professional accomplishment, 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 this rank, following a review as specified in Appendix A-2: Advancement to Sessional Lecturer III and where a positive recommendation for advancement has been approved by the Chair and by the Division Head.

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

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)~~ **thirty-six (36)** 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)~~ **thirty-six (36)** 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
11. **The job posting will include a link/contact with instructions on how to access accommodations during the application and hiring processes, and throughout the duration of the appointment.**

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~~ **the position is posted**. The Union shall be copied on the email. A copy of the job posting shall also be posted on the University’s current opportunities web site. **The Union shall be given advanced notice of any changes to the location and/or URL of the University’s current opportunities website. For clarity, the sending of the email notification and the posting of the job shall occur as concurrently as practicable.**

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 **applicants** ~~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, teaching ability, academic qualifications, currency and mastery of the subject matter, **relevant professional experience**, 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~~ **applicants** 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~~ **applicant** who has the most experience teaching the particular course (or closely related course). In the event that each such ~~candidate~~ **applicant** has the same experience teaching the course (or closely related course), preference shall be given to the ~~candidate~~ **applicant** 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.

Candidates who are members of Indigenous, Black, racialized, and 2SLGBTQ+ communities, persons with disabilities, and other equity-deserving groups are encouraged to apply, and their lived experience shall be taken into consideration as applicable to the posted position.

Hiring decisions shall not be based on the consideration or assessment of criteria not listed above, with the exception of syllabi requested in accordance with Article 14:08. Previous satisfactory employment under the provisions of this Collective Agreement continues to be considered in the normal course.

- 14:13 It is understood and agreed that a posted position may remain unfilled at the discretion of the hiring department, or may ultimately be filled by an appointed faculty member.

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

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.

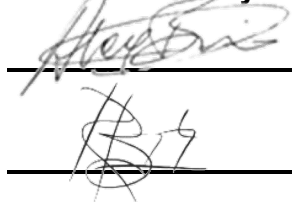
Within one (1) month of the commencement of each academic term, the Employer shall provide the Union a spreadsheet file containing the following information: fund centre, name of employee, personnel number, academic rank, course name and number, and FCE weight of appointment.

14:16 Once a position has been accepted by an applicant, if the position is eliminated, the Employer shall endeavour to offer a comparable position(s). No such offer shall 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 more than one (1) month prior to the commencement of the first class, the employee shall be paid **twenty five percent (25%) forty percent (40%)** 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 **forty percent (40%) fifty percent (50%)** 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 **seventy five percent (75%) one hundred percent (100%)** of the remaining wages applicable to the eliminated position.

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

For the University



For the Union



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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

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

14:18

- (a) The parties recognize that employees who have been advanced to the rank of Sessional Lecturer II in accordance with the provisions of Appendix A have demonstrated superior teaching in the advancing department.
- (b) Subject to paragraph (g) below, the **University Employer** commits that, upon advancement to Sessional Lecturer II, the Sessional Lecturer II will be offered the opportunity to teach one half (0.5) FCE per year in the advancing department in the academic year(s) following advancement in accordance with the provisions set out herein provided that the employee has been employed as a Sessional Lecturer II in the previous year, or was advanced to Sessional Lecturer II in the previous year, or was on leave in accordance with (c) below in the previous year. The determination of which course will be offered is at the discretion of the Chair or Chair's designate, after prior consultation with the Sessional Lecturer II.

Notwithstanding the foregoing paragraph, subject to paragraph (g) below, the University commits that, upon advancement to Sessional Lecturer II, where the Sessional Lecturer II has taught in the advancing Department an average of one (1) or more FCE per in each of the previous three (3) academic years year in the qualifying years, the Sessional Lecturer II will be offered the opportunity to teach one (1) FCE per year in the advancing department in each of the academic year(s) following advancement in accordance with the provisions set out herein provided that the employee has been employed as a Sessional Lecturer II in each of the previous three (3) years, or was advanced to Sessional Lecturer II in the previous year, or was on leave in accordance with (c) below in the previous year. The determination of which course(s) will be offered is at the discretion of the Chair or Chair's designate, after prior consultation with the Sessional Lecturer II.

- (c) In order to facilitate instructional planning, **the Chair or Chair's designate of the advancing Department will ask in writing no later than March 1st if each Sessional Lecturer II must indicate to the advancing department in writing whether the Sessional Lecturer II wishes to be assigned teaching in the following academic year. The Sessional Lecturer II must respond in writing by March 31st confirming whether or not they wish to be assigned teaching in the following academic year. For clarity, in the event that the Sessional**

Lecturer II does not wish to be assigned teaching in the following academic year, then the commitment in paragraph (b) shall not be applicable for that academic year.

Alternatively, a Sessional Lecturer II may ~~request~~ **notify the Chair or the Chair's designate in writing of their intention to take** an unpaid leave of absence of no less than one (1) academic term and no more than ~~one (1)~~ **two (2)** academic years. Such **written** notification must be received by the Department no later than March 31. Renewal of such leave for a period longer than ~~one (1)~~ **two (2)** years shall be subject to approval of both the Division Head and the Vice-President, ~~Human Resources & Equity~~ **People Strategy, Equity & Culture**.

If a Sessional Lecturer II does not return after a ~~year-long~~ **two (2) year** or longer **approved** leave of absence, the Sessional Lecturer II shall be deemed to have resigned and shall lose the rank of Sessional Lecturer II. Should the employee apply to a position in the bargaining unit, the employee will be considered a Sessional Lecturer I. Failure to return from such a leave will be considered a break in service.

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

- (d) The commitment in (b) does not apply if, in any course taught in the previous academic year, the Sessional Lecturer II has not performed satisfactorily. In the case of a decision on the part of the advancing department not to apply the commitment on this basis, the affected individual may file a grievance under and in accordance with Article 12 (Grievance Procedure).
- (e) The foregoing commitment and process only applies with respect to courses in the advancing department. Nothing precludes the Sessional Lecturer II from applying for teaching appointments posted outside the advancing department nor for applying for additional appointments beyond the commitment within the advancing department.
- (f) The provisions of Articles 14:03 (Postings); 14:04-14:07 (Composition of the pool); 14:08 – 14:11 (Application); 14:12-14:13 (Hiring Criteria); 14:15 – 14:16 (Notice of Appointment); and 12:01 (b) (i) and (ii) (Hiring Grievances) do not apply to courses that are offered and/or filled in compliance with the terms of this Article.
- (g) Where a Department is unable to meet the commitment in (b) for a period longer than one (1) year, for reasons including but not limited to

the assignment of a course to a faculty member, changes in accreditation requirements, and/or curricular change etc., the Department will notify the employee and the Union by April 30th. Employees who receive such notification will be entitled to elect:

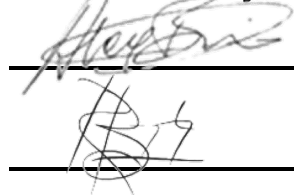
- i. To remain in the Department pool for the upcoming academic year and;
 - at the discretion of the Chair be appointed to a course as may become available as an unanticipated vacancy; and if no course becomes available,
 - receive payment in lieu ~~of the one half (0.5) FCE~~ of the difference between the course(s) offered and 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 29 (Severance).

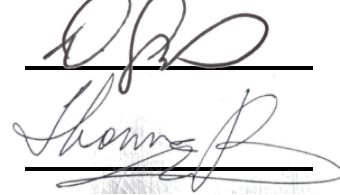
Or

- ii. To immediately elect to take payment in lieu of the **one half (0.5) FCE commitment** set out in paragraph (b) in addition to severance in accordance with Article 29 (Severance).

For the University



For the Union



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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

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

14:19

(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 four and a half (4.5) full course equivalents (FCEs) at the rank of Sessional Lecturer II for their department over the last three (3) years.~~

(b) Subject to paragraph (g) below, the **University Employer** commits that, upon advancement to Sessional Lecturer III, the Sessional Lecturer III will be offered the opportunity to teach:

- One and a half (1.5) FCE, where the advancement to Sessional Lecturer III was based on an average of 1.5 to 1.99 Full Course Equivalents per year in the qualifying years; OR
- Two (2) FCEs where the advancement to Sessional Lecturer III was based on an average of two (2.0) ~~or more~~ Full Course Equivalents per year in the qualifying years; **OR**
- **Two and one half (2.5) FCEs where the advancement to Sessional Lecturer III was based on an average of more than two (2.0) Full Course Equivalents per year in the qualifying years.**

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

(c) In order to facilitate instructional planning, **the Chair or Chair's designate of the advancing Department will ask in writing no later than March 1st if each Sessional Lecturer III must indicate to the advancing department in writing whether the Sessional Lecturer III wishes to be assigned teaching in the following academic year. The Sessional Lecturer III must respond in writing by March 31st confirming whether or not they wish to be assigned teaching in the following academic year. For clarity, in the event that the Sessional Lecturer III does not wish to be assigned teaching in the following academic year, then the commitment in paragraph (b) shall not be applicable for that academic year.**

Alternatively, a Sessional Lecturer III may **request notify the Chair or the Chair's designate in writing of their intention to take** an unpaid leave of absence of no less than one (1) academic term and no more than ~~one (1)~~ **two (2)** academic years. Such **written** notification must be received by the Department no later than March 31. Renewal of such leave for a period longer than ~~one (1)~~ **two (2)** years shall be subject to approval of both the Division Head and the Vice-President, ~~Human Resources & Equity~~ **People Strategy, Equity & Culture**.

If a Sessional Lecturer III does not return after a **year-long two (2) year** or longer **approved** leave of absence, the Sessional Lecturer III shall be deemed to have resigned and shall lose the rank of Sessional Lecturer III. Should the employee apply to a position in the bargaining unit, the employee will be considered a Sessional Lecturer II. Failure to return from such a leave will be considered a break in service.

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

- (d) The commitment in (b) does not apply if, in any course taught in the previous academic year, the Sessional Lecturer III has not performed satisfactorily. In the case of a decision on the part of the advancing department not to apply the commitment on this basis, the affected individual may file a grievance under and in accordance with Article 12 (Grievance Procedure).
- (e) The foregoing commitment and process only applies with respect to courses in the advancing department. Nothing precludes the Sessional Lecturer III from applying for teaching appointments posted outside the advancing department nor for applying for additional appointments beyond the commitment within the advancing department. In such competitions, the Sessional Lecturer III candidate will have no greater preference than Sessional Lecturer II. However, if successful in any such applications, the Sessional Lecturer III will be compensated at the applicable Sessional Lecturer III rate set out in Article 21 (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:

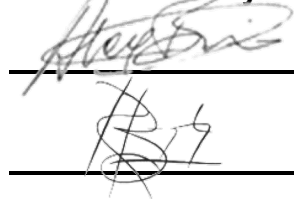
- i. To remain in the Department pool for the upcoming academic year and;
 - at the discretion of the Chair be appointed to a course or courses as may become available as an unanticipated vacancy; and,
 - receive payment in lieu for the difference between the number of courses offered and the number 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 29 (Severance).

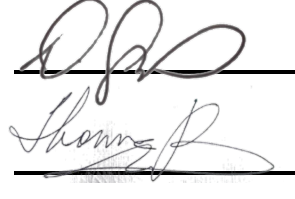
Or

- 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 29 (Severance).

For the University



For the Union



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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

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, academic qualifications, ~~demonstrable suitability for the position, past relevant professional~~ experience, and teaching ability shall be the criteria used in selection of the most qualified applicant.

Each individual job posting shall list all the hiring criteria. Each applicant who possesses the minimum threshold qualifications for the posted position shall be assessed by the hiring Department against the criteria in a consistent manner.

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

Candidates who are members of Indigenous, Black, racialized, and 2SLGBTQ+ communities, persons with disabilities, and other equity-deserving groups are encouraged to apply, and their lived experience shall be taken into consideration as applicable to the position.

Hiring decisions shall not be based on the consideration or assessment of criteria not listed above. Previous satisfactory employment under the provisions of this Collective Agreement continues to be considered in the normal course.

15:13 It is understood and agreed that a posted position may ~~not be~~ **remain unfilled** 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.

Within one (1) month of the commencement of each academic term, the Employer shall provide to the Union a spreadsheet file containing the following information: fund centre, name of employee, personnel number,

course name and number, and the number of hours assigned to each employee in each course.

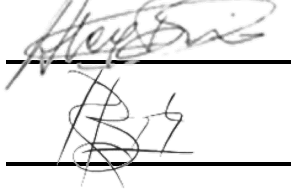
- 15:15 Each Sessional Instructional Assistant shall receive a written description of the position, including the nature of the duties and the number of hours the supervisor anticipates the employee will need to complete each duty, within fifteen (15) working days after a position is offered. All duties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

These duties may include, for example, but are not limited to: preparation for classes, preparation of written or audio-visual materials, designing and maintaining course websites, attending lectures, teaching, leading discussions and supervising laboratories, rating students' work, holding office hours, consulting with students (including electronic consultation), writing and grading tests, examinations and lab sets, grading essays and term papers, setting up experiments, conducting field trips, and conferring with the supervisor in charge, as required by the employee's teaching duties.

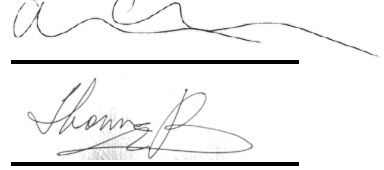
During the term of employment the Employer shall not decrease the total number of hours as set out in the employee's letter of offer. With the express written agreement of the employee, the Employer may increase the total number of hours. It is understood that the employee shall have the right to refuse such changes without suffering any loss of employment or pay.

It is agreed that the employee and employee's supervisor have a mutual responsibility to ensure that the total hours of work set out in the offer of employment are not exceeded. Where a Sessional Instructional Assistant has any reason to believe that the employee may be unable to perform the duties specified in the job description within the hours specified thereon, the employee shall deliver a Workload Review Form (Appendix X) to the employee's supervisor without delay. A discussion is encouraged, but in any event, the supervisor shall respond within ~~five (5)~~ **three (3)** working days of receipt of the form by returning the form to the employee. The supervisor shall meet with the employee within an additional ~~five (5)~~ **three (3)** working days to discuss the supervisor's response. If no agreement can be reached, the employee may file an individual grievance commencing at Step 1 of the Grievance Procedure (Article 12). In the event the grievance is not settled and proceeds to arbitration, the arbitration board or sole arbitrator may award payment for additional hours worked, provided, however, that no such payment may be awarded where the additional hours resulted from the employee's choice of approach to the employee's duties, and/or where the additional hours were worked prior to the employee's delivery of the Workload Review Form to the employee's supervisor. **It is agreed that there may be some circumstances where an employee may not be in a position to commence a Workload Review (e.g., health reasons or exceptional circumstances). This language will not limit an employee from filing a grievance.**

For the University



For the Union



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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

NEW

Hours of Work

15:16 (a) The Employer shall not require or schedule work on Saturdays or Sundays, unless mutually agreed upon in advance by the Employer and employee. However, work may be scheduled on Saturdays and/or Sundays for the purposes of Exam invigilation. Reasonable notice will be provided in cases where work on Saturdays and/or Sundays is required.

(b) Sessional Instructional Assistants shall be granted a reasonable period of time in which to grade student coursework. Turnaround times shall be set at the start of the appointment.

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

ARTICLE 16: APPOINTMENTS: WRITING CENTRES

- 16:01 Posting and hiring of Writing Instructors in Writing Centres shall be in accordance with the following provisions.
- 16:02 Writing Instructors are individuals with advanced degrees or significant professional accomplishment, who are employed in Writing Centres to instruct students on written and oral academic, analytical, and professional communication skills as determined by the hiring Writing Centre(s).

The status of Writing Instructor 1 – Long Term (LT) is reserved for individuals who have been employed as Writing Instructor 1 for six (6) or more years in any Writing Centre at the University.

The status of Writing Instructor 2 is reserved for individuals ~~with advanced degrees or with significant professional accomplishment, who have been employed as Writing Instructors 1 for at least four (4) academic years and who have been so employed for a minimum of five hundred (500) hours; and who have been advanced to this status following a review process as specified in Appendix B: Advancement Process – Writing Centres, and where a positive recommendation for advancement has been approved by the Chair and by the Division Head.~~

The status of Writing Instructor 2 (Priority) is reserved for individuals who have advanced to this status following a review process as specified in Appendix B-2: Writing Instructor 2 (Priority).

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

Composition of Pool

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

- All Writing Instructors who are employed in the hiring Writing Centre during the current academic year or who have been employed by that Writing Centre within the previous ~~twenty-four (24)~~ thirty-six (36) months
- All Writing Instructors 2 and Writing Instructors 2 (Priority) advanced to that status by the hiring Writing Centre who have been employed by that Writing Centre within the previous ~~three (3) academic years~~ thirty-six (36) months
- Any person who has submitted a Curriculum Vitae and application within the past ~~twenty-four (24)~~ thirty-six (36) 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 position
2. an estimate of the number of positions available
3. an estimate of the number of total hours
4. an estimate of the anticipated hours of work per position
5. schedule information, including anticipated distribution of hours of work over the dates of appointment, if available
6. sessional dates of appointment
7. salary
8. minimum qualifications and preferred qualifications (if any)
9. a brief description of the duties
10. the closing date and procedure for a pool member to indicate interest in being considered for the position

11. an employment equity statement inviting all qualified applicants to make application
12. **the job posting will include a link/contact with instructions on how to access accommodations during the application and hiring processes, and throughout the duration of the appointment.**

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 the position is posted**. The Union shall be copied on the email. A copy of the job posting shall also be posted on the University's current opportunities web site. **For clarity, the sending of the email notification and the posting of the job shall occur as concurrently as practicable.**
- 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 fifteen (15) working days before the Writing Centre 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

- 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~~ applicants shall be notified no less than four (4) weeks prior to the start of the contract where practicable.

Hiring Criteria

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

Preference in hiring shall be given to persons holding the rank of Writing Instructor 2 and Writing Instructor 2 (Priority) 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, relevant professional experience, ~~demonstrable suitability for the position and~~ past experience, and teaching ability shall be the criteria used in selection of the most qualified applicant.

When choosing between two qualified ~~candidates~~ applicants who are relatively equal, preference shall be given to the ~~candidate~~ applicant who has the most experience in the hiring Writing Centre. In the event that each such ~~candidate~~ applicant has the same experience in the hiring Writing Centre, preference shall be given to the applicant whose experience is most recent.

Candidates who are members of Indigenous, Black, racialized, and 2SLGBTQ+ communities, persons with disabilities, and other equity-deserving groups are encouraged to apply, and their lived experience shall be taken into consideration as applicable to the posted position.

Hiring decisions shall not be based on the consideration or assessment of criteria not listed above. Previous satisfactory employment under the provisions of this Collective Agreement continues to be considered in the normal course.

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

Notice of Appointment

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

practicable. This written communication shall also include the name of the successful candidate.

(b) Within one (1) month of the commencement of each academic term, the Employer shall provide to the Union a spreadsheet file containing the following information: fund centre where the employee is hired, name of employee, personnel number, academic rank, and the number of hours assigned to each employee for each contract.

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

Additional Hours

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

Mutual Agreement to Waive Posting

- 16:17 Where a Writing Centre determines there is an available position(s) which may be filled by a particular Writing Instructor **1-LT, Writing Instructor 2, or Writing Instructor 2 (Priority)** who has been advanced to that rank by the Writing Centre, the Employer may seek the Union's agreement to waive the posting and application process for such position(s). Where mutual agreement is reached, the parties will confirm their agreement in writing, specifying the session dates of the assignment(s) and the name(s) of the person selected in each instance.

Description of Duties

- 16:18 The Employer shall provide Writing Instructors with written descriptions of their duties and responsibilities prior to their first day of employment. During the term of employment the Employer shall not decrease the total number of hours as set out in the employee's letter of offer. With the express written agreement of the Employee, the Employer may increase the total number of the Writing Instructor's

work hours. It is understood that the Employee shall have the right to refuse such changes without suffering any loss of employment or pay.

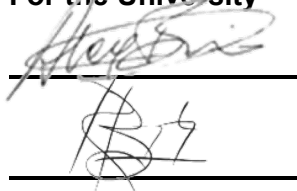
Hours of Work

16:19 The Employer shall not require or schedule work on Saturdays or Sundays, unless mutually agreed upon in advance by the Employer and employee.

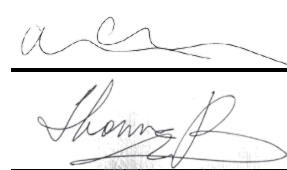
Scheduling Changes

16:1920 Once a schedule has been created and communicated to a Writing Instructor, any changes thereto shall be communicated to the Writing Instructor no fewer than five (5) working days prior to the change. **Written requests from employees in respect of scheduling shall be given due consideration and responded to in writing in no more than five (5) working days.**

For the University



For the Union



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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

ARTICLE 17: APPOINTMENTS: APPLIED MUSIC SESSIONALS & MUSIC PROFESSIONALS

This article applies to all music ~~professionals~~ instructors 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 (the “Department(s)”).

- 17:01 Posting and hiring of Unit 3 staff in the ~~Faculty of Music~~ Department(s) 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 of Sessional Lecturers for classroom teaching positions in areas such as theory, history, performance, and ensemble 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 for Sessional Lecturers 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~~ Department. The ~~Faculty~~ Department will give due consideration to an employee's previous relevant appointments ~~to positions in music coaching or performance music~~.
- 17:05 It is understood and agreed that some persons, in addition to employment as Sessional Instructional Assistants and Sessional Lecturers I, II or III, may also be further employed ~~in the areas described in 17:06~~ as Music Professionals and/or Applied Music Sessionals.
- 17:06 ~~Other~~ Employment of Applied Music Sessionals and mMusic pPprofessionals, 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.

Composition of Pool

- 17:07 In addition to the pools maintained for Sessional Instructional Assistants, and for Sessional Lecturers, the ~~Faculty~~ Department 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)~~ Applied

Music Sessionals I, I-LT, II, and Music Professionals I and I-LT who are employed in the **Faculty Department** during the current academic year or who have been employed in the **Faculty Department** within the previous ~~three (3)~~ **academic years thirty-six (36) months**

- Any person who has submitted a Curriculum Vitae and application within the past ~~twenty-four (24)~~ **thirty-six (36)** months with respect to such employment

It shall be the responsibility of the **Other Applied Music Sessional and** 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.

Other Music Professionals

17:068 **Music Professionals provide support as needed to Sessional Lecturers, Applied Music Sessionals, and faculty members as coaches, adjudicators, and accompanists, and are required to be specialists with a mastery of the subject area. Duties may include preparation.**

The rank of Music Professional I – Long Term is reserved for individuals who have been employed as Music Professional I for six (6) or more years in any Department.

~~Other e~~**Employment of m**~~M~~**usic p**~~P~~**rofessionals, 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 **or Article 17:13 to 17:20.** 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

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.

Where the Department determines that there is, or is likely to be, a need for employment of Music Professionals in the areas of short-term adjudications or as accompanists, persons in the pool shall be given preference.

Written confirmation of selection of Music Professionals shall be provided at the earliest possible date.

Applied Music Sessionals

17:09 Applied Music Sessionals provide one-on-one applied lessons, and are required to be superior applied lesson teachers and to maintain a mastery of the subject area. The duties of Applied Music Sessionals shall include the normal duties associated with the teaching of University degree applied lessons. These may include preparation and the delivery of lessons; studio classes if required by the Department; duties related to student dress rehearsals and recitals if required by the Department; the marking and grading of student work and the submission of grades.

The rank of Applied Music Sessional I – Long Term is reserved for individuals who have taught at the rank of Applied Music Sessional I for six (6) or more years in any Department.

The rank of Applied Music Sessional II is reserved for individuals who have been advanced to this rank following a review process as specified in Appendix M.

17:0810 Where the ~~Faculty~~ **Department** determines that there is, or is likely to be, a need for employment of ~~music professionals~~ **Applied Music Sessionals** in the areas of applied lessons, ~~movement coaching, short-term adjudications or as accompanists~~, as per Article 17:06, persons in the pool shall be given preference.

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

For clarity, ~~music professionals~~ **Applied Music Sessionals** engaged in the areas of applied lessons or ~~movement~~ coaching shall receive additional payment in accordance with Article 21:01 (e) when also engaged in the areas of short-term adjudications or as accompanists.

Hiring Criteria – Other Applied Music Sessionals and Music Professionals

17:1011 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.

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

Each individual job posting shall list all the hiring criteria. Each applicant shall be assessed by the Department against the hiring criteria in a consistent manner.

When choosing between two qualified applicants who are relatively equal, preference shall be given to the applicant who has the most experience in applied music instruction. In the event that each such applicant has the same experience in applied music instruction, preference shall be given to the applicant with the most recent experience.

Applicants who are members of Indigenous, Black, racialized, 2SLGBTQ+ communities, persons with disabilities, and other equity-deserving groups are encouraged to apply, and their lived experience shall be taken into consideration as applicable to the posted position.

17:12 It is understood and agreed that a posted position may remain unfilled at the discretion of the Department.

Job Postings

17:13 Where the **Faculty Department** determines that there is, or is likely to be, a need for employment of ~~music professionals~~ **Applied Music Sessionals**, the following job posting will be compiled for each such assignment:

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

10. the posting will include a link/contact with instructions on how to access accommodations during the application and hiring processes, and throughout the duration of the appointment.

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 enrolment.

17:14 An email notification of each such job posting will be sent to each person forming part of the pool on the date the position is posted. The Union shall be copied on the email. A copy of the job posting shall also be posted on the University’s current opportunities website. For clarity, the sending of the email notification and the posting of the job shall occur as concurrently as practicable.

17:15 Departments shall post anticipated vacancies as far in advance as possible.

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

Application

17:16 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 Departments in which employment is sought.

17:17 All persons who are in a Department’s pool at the time of an unanticipated posting as described in 17:15 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.

17:18 Persons not in a Department’s 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.

17:19 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 applicants shall be notified no less than three (3) weeks prior to the start of the contract where practicable.

17:~~0920~~

- (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:~~0920~~(a), and the course(s) to be taught.

Notice Of Appointment – Other Applied Music Sessionals and Music Professionals

17:~~1112~~ ~~Written confirmation of selection shall be provided at the earliest possible date.~~ 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 the written acceptance of the position by the successful candidate, and earlier if practicable. This written communication shall also include the name and academic rank of the successful applicant. The Union shall be copied on the communication.

17:14 Within one (1) month of the commencement of each academic term, the Employer shall provide to the Union a spreadsheet file containing the following information: fund centre where the employee is hired, name of the employee, personnel number, academic rank, and the number of hours assigned to each employee for each contract.

17:15 During the term of employment of an Applied Music Sessional, the Employer shall not decrease the total number of hours as set out in the employee's letter of offer. With the express written agreement of the Applied Music Sessional, the Employer may increase the total number of work hours. It is understood that the Applied Music Sessional shall have the right to refuse such changes without suffering any loss of employment or pay.

The Employer shall include with all letters of offer for Applied Music Sessionals a student list indicating the number of students assigned to the employee for the duration of the contract.

Mutual Agreement to Waive Posting

17:~~X~~ Where a Department determines there is an available position(s), including unanticipated vacancies, which may be filled by a particular Applied Music Sessional I, Applied Music Sessional I-Long Term or Applied Music Sessional II, the Employer and Union agree that the Union will waive the

posting and application process for such position(s). In such cases, the Employer will inform the Union of the session dates of appointment(s) and the name(s) of the person(s) selected in each instance.

Hours of Work

17:16 The Employer shall not require or schedule work on Saturdays or Sundays, unless mutually agreed to. However, work may be scheduled on Saturdays and/or Sundays for the purposes of adjudications, rehearsals, or performances. Reasonable notice shall be provided in cases where work on Saturdays and/or Sundays is required.

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

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, **a minimum of one (1) week** 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 personnel file unless the employee so requests.

Unsatisfactory Performance

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

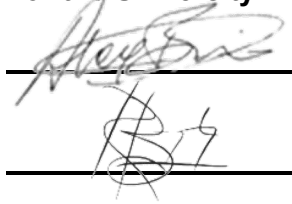
Where the first evaluation indicates an overall rating of unsatisfactory, a second evaluation is mandatory, provided that sufficient time remains before the end of the appointment. If insufficient time remains within the current appointment to complete a second (follow up) evaluation, the evaluation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

Student Evaluations

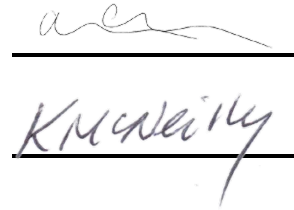
18:04 Where they are available, student evaluations, ~~whether~~ conducted by the Department ~~or by a student organization or by any other means~~, shall not be ~~admissible as~~ the sole determining factor to demonstrate unsatisfactory performance in ~~either~~ the discipline procedure, ~~or in~~ arbitration, hiring, or advancement. 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.

For the University



For the Union



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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

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~~ them 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 and Seminars

19:02 Subject to the approval of the supervisor(s) concerned, and upon written request submitted at least fifteen (15) working days in advance, leave of absence without pay shall be granted to not more than ~~two (2)~~ three (3) employees at any one time, who may be elected or selected by the Union to attend any authorized labour convention, educational seminar, or conference. 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 the employee's 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~~ 26:01 and 26:02, 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 the supervisor(s) with as much advance notice as possible.

Absence from Work for Union Business – Grievances and Other Union Business

19:05 Where attendance at a grievance meeting, ~~or~~ an arbitration hearing, **Labour/Management Committee meeting, any other Joint Committee or Task Force established by the parties, or a Labour Board hearing or meeting** 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 the 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)~~ **three (3)** 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 the employee is qualified. Further, the Employer agrees that:

19:09

(a) A pregnant employee shall be granted a pregnancy leave of absence of up to seventeen (17) weeks **(or longer if the employee is entitled to a longer leave in accordance with the *Employment Standards Act*)** upon written ~~request~~

notice submitted at least two (2) weeks in advance stating that the employee is pregnant and the probable date of delivery. **An employee shall have the right to commence the pregnancy leave not more than seventeen (17) weeks before 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 that the employee is pregnant and the probable date of delivery**, such certificate shall be provided without undue delay. **Such certificate shall be at the Department's expense.**

- (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~~ **four (4) months** or less shall not result in an interruption of regular monthly instalments. Leaves longer than ~~ten (10) weeks~~ **four (4) months** shall be without pay for the period which exceeds the first ~~ten (10) weeks~~ **four (4) months** 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 Employer** will pay the employee ninety-five (95) percent of regular weekly pay during the one (1) week waiting period **if any** for Employment Insurance benefits, and, for the next sixteen (16) weeks, or until the end of the appointment (whichever comes first), will pay the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of the actual weekly salary which the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits.

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

benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. **Pregnancy leaves that exceed the duration of the paid benefit set out above will be unpaid after the paid benefit ends.**

- (d) An employee may return to work within the original period of employment upon giving two (2) weeks' notice in writing of the employee's intention to do so or upon confirming the previous arrangements for return. The employee shall be reinstated to the position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of the original period of employment.
- (e) In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may **take pregnancy leave in accordance with the Employment Standards Act. In such circumstances, the employee may begin the leave immediately, but and** shall notify the employing Department as soon as possible, but no later than ~~ten (10) working days~~ **two (2) weeks** subsequent to the first day of leave. 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. **For clarity, an employee does not lose their right to pregnancy leave or the benefits described in this Article if they do not provide notice in advance of these circumstances.**
- (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 Lectures (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/Adoption 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 **parental** leave of absence **following the birth of the child or the coming of the child into a parent's custody, care and control for the first time, without pay for up to thirty-five (35) weeks following (a) the birth of the child; or (b) the coming of the child into the custody, care and control of a parent for the first time.** Both parents **The parents of the child** will be eligible to take a parental leave as follows:

- i. Up to ~~thirty-five~~ **sixty-one (61) consecutive** weeks of parental leave for employees who ~~take~~ **took** pregnancy leave;
 - ii. Up to ~~thirty-seven~~ **sixty-three (63) consecutive** weeks of parental leave for all other new parents;
 - iii. Such shorter or longer period of time as might be required under the *Employment Standards Act, 2000* from time to time.
- (b) ~~Application for such~~ **Notice of** leave shall be submitted in writing to the employing Department at least two (2) weeks in advance, indicating the date on which the leave is to begin. Parental leave may begin no ~~more later~~ than ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. **For clarity, parental leave has to be started, but does not have to be completed, within this seventy-eight (78) week period.** Parental leave of an employee who takes a pregnancy leave must **ordinarily** 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. **In the latter situation, the employee can either commence parental leave when the pregnancy leave ends or choose to return to work and start parental leave later. If they choose to return to work, they will be able to start their parental leave any time within seventy-eight (78) weeks of the birth or the date the child comes into the custody, care, and control of the parent for the first time.**
- (c) 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 the employee wishes to take leave within two (2) weeks of stopping work.
- (d) 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, **except as otherwise provided for in this Article.**
- (e) An employee may return to work within the original period of employment upon giving ~~four (4)~~ **two (2)** weeks' notice in writing of the employee's intention to do so or upon confirming the previous arrangements for return. The employee shall be reinstated to the position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of the original period of employment.
- (f) 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)~~ **four (4)** months or less during the term of an appointment shall not result in an interruption of regular monthly

instalments. Leaves longer than ~~one (1)~~ **four (4)** months during the term of the appointment shall be without pay for the period which exceeds the ~~end of the term of employment~~ **four (4) months of such leave**. No payment will be made which exceeds the end of the term of employment.

Or

(b) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit, and who provide the **University Employer** with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the **University Employer** will provide the following:

- i. For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
- ii. For an employee who takes parental leave for which a one week waiting period has already been served in respect of the same child, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
- iii. For an employee who takes parental leave and is required to serve a one (1) week waiting period, ninety-five (95) percent of salary during the one (1) week waiting period, and the difference between employment Insurance parental benefits and ninety-five (95) percent of salary for nine (9) weeks;
- iv. The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e., 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

Parental leaves that exceed the duration of the paid benefit as set out above will be unpaid after the paid benefit ends.

- (g) ~~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.~~

19:11 Employee access to the Health Care Spending Account described in Article 25 will not be impacted by a Pregnancy or Parental/Adoption Leave taken pursuant to Articles 19:09 and/or 19:10, unless the employee provides written notice that they do not wish to be enrolled in such benefits during Pregnancy/Parental/Adoption leave.

Non-Birth Parent Leave

- 19:14~~2~~**Upon request, an employee shall be entitled to up to one (1) week without loss of pay within ~~four (4)~~ six (6) weeks of the birth of the employee's child, or coming into the care, custody, and control of a parent for the first time.** Such requests shall be made as far in advance as possible.

Duration of Leave

- 19:12~~3~~**Where an employee who qualifies for leave under Article 19:09 and/or 19:10 and/or Article 19:14~~2~~ commences said leave during one appointment, and the employee has a further appointment in the immediate consecutive term, the employee shall be eligible to continue the leave, if there is any entitlement remaining, into that next appointment. Further, if an employee in this circumstance has not exhausted their entitlement to a Pregnancy and/or Parental/Adoption leave payment as described in options (A) and (B) in this Article, the employee's chosen entitlement shall continue into the immediately consecutive term subject to the terms including maximum duration of benefit set out in options (A) and (B).**

Bereavement Leave

- 19:13~~4~~**In the event of a death in the immediate family i.e., employee's spouse, partner, child, grandchild, parent, sibling or grandparent, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g., a close friend), an employee who holds a position which involves contact hours shall be entitled to, upon request in advance, if possible, up to five (5) consecutive days leave from scheduled contact hours per session without loss of pay. Bereavement leave may be extended without pay at**

the request of the employee. **For clarity, the foregoing is inclusive of step and in-law relations and relations regardless of gender.**

Compassionate Leave

19:14**5** Upon request, an employee shall be granted leave without loss of pay for up to **one (1) week five (5) working days per academic year** to attend to an ill relative, spouse, or close associate, at the employee's request ~~once per academic year~~. **With approval from the supervisor, an employee's compassionate leave may be taken over non-consecutive days.** Unpaid compassionate leaves under this article may be granted during the same academic year.

Jury Duty Leave

19:15**6** Upon written request, supported by a copy of the summons, an employee shall be granted leave without loss of pay for up to the duration of the current period of employment to appear for, sit for, or serve jury duty, or ~~Crown~~ witness service, provided that upon return to work the employee shall provide the supervisor with written confirmation of the date(s) and time(s) on which the employee appeared and/or served, signed by an appropriate official of the Court.

Sick Leave

19:16**7**

- (a) All Sessional Lecturers who are unable to ~~attend regularly scheduled classroom or contact hours~~ **perform their duties** 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. **For clarity, an academic session is either Fall/Winter or Summer.**

More than one (1) FCE per academic session: Eight (8) days of sick leave **without loss of pay** per academic session.

To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify their supervisor **and or** 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, **Applied Music Sessionals** and ~~other~~ Music Professionals who are unable to ~~attend regularly scheduled classroom or contact hours~~ **perform their duties** due to illness or injury, shall be granted sick leave on the following basis:

Employed for ~~240~~ 200 hours or more per academic session: Up to three (3) days

Employed for ~~140 — 239~~ 100-199 hours per academic session: Up to two (2) days

Employed for ~~50 — 139~~ 30-99 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 their supervisor ~~and~~ or 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~~ No employee is expected to mark and/or grade during a period of sickness. ~~e~~Every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading after their sickness, including extending administrative deadlines if practicable.
- (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, and Serious Physical or Mental Illness

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

Domestic or Sexual Violence Leave

19:18 Employees are entitled to Domestic or Sexual Violence leave pursuant to the Employment Standards Act, 2000 (ESA). All provisions of the Act pertaining to this leave shall apply.

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

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

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

Substitution During Absence

19:17 In the event of an employee's absence by reason of any of the provisions in Article 19 – Leaves, or for any other reason, where substitution or coverage is not otherwise arranged and approved, the Employer shall be entitled to replace the absent employee for the duration of the absence. The provisions of Articles 14, 15, 16 and 17 shall not be applicable.

Statutory Leaves and Advancement Eligibility

19:20 Where an employee of this bargaining unit takes a statutory leave in excess of one (1) week, such time on leave shall not count against the eligibility period for advancement to any Sessional Lecturer, Writing Instructor, or

Applied Music Sessional rank. For clarity, during any statutory leave in excess of one (1) week, the “clock will stop” for the duration of said leave.

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

ARTICLE 23: HEALTH AND SAFETY

23:01 ~~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.~~

The Employer is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe conditions on its premises. The Employer endeavours to provide a hazard free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programmes and procedures.

The Employer requires that health and safety be a primary objective in every area of its operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.

The Employer shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community. In the event the University produces a report respecting occupational health and safety in the workplace, within the meaning of the *Occupational Health and Safety Act*, the University will provide the results of the report to the Union and those employees who are directly affected by the findings.

23:02

(a) The Employer recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work where there is an immediate danger to their health and safety or health and safety of others in accordance with the *Occupational Health and Safety Act*.

(b) The Union shall have the right to elect or appoint bargaining unit employees to Joint Health and Safety Committees in areas where they perform duties.

23:03

- (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 four (4) members within the Bargaining Unit to become Certified Worker Representative(s). Such appointed member(s) must be serving on a Joint Health and Safety Committee. In the event that such an appointed member ceases to be a member of the Bargaining Unit, the Union shall be entitled to appoint another employee to become a certified worker ~~entitled to appoint another employee to become a certified worker~~ representative in the place of such former bargaining unit member. The cost of the certification training programme (Part I, Part II and refresher as required to maintain certification) for the appointed employee(s) shall be borne by the University and the time spent in such certification training shall be treated as work time.

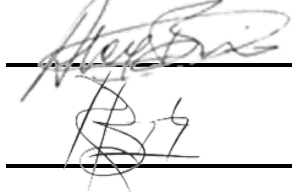
23:04

The Union shall receive copies of the minutes from JHSC meetings, all committee reports, and investigation reports from all the committees. The Employer shall ensure that these materials are provided as soon as practicable and, in any event, no later than thirty (30) days following receipt of the report by the Employer. The Employer shall notify the Union of workplace testing conducted for the purpose of occupational health and safety of which the JHSC has been notified pursuant to OHSA. Further, the University will provide the Union with the results of a report respecting health and safety that has been provided to the JHSC pursuant to OHSA.

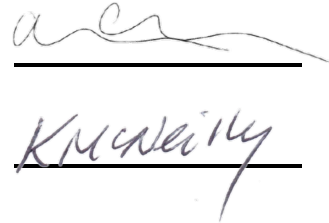
- (a) The University will inform the Union of all Ministry of Labour visits to any work site where any bargaining unit employees are regularly employed.**
- (b) The Employer shall provide the Union with copies of all Workplace Safety and Insurance Board (WSIB) Form 7 Employers' Report of Injury/Illness for members injured on the job within the timeframe specified in the applicable legislation for filing a report with the WSIB.**

(c) It is understood that should there be amendments to the *Occupational Health and Safety Act* that affect employees in the bargaining unit, if requested by the Union the parties will meet to discuss such changes.

For the University



For the Union



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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

ARTICLE 24: GROUP RRSP

24:01 The University agrees to provide a Group RRSP (GRRSP) with the following features:

Administration

24:02 The Group RRSP shall be administered by an external provider selected by the Employer. The plan year is September 1 through August 31.

Features

24:03 The GRRSP shall have the following features:

- (a) Participation will be open to Sessional Lecturers, Writing Instructors, Other Music Professionals, and Sessional Instructional Assistants in the CUPE Local 3902 Unit #3 bargaining unit who are employed for a minimum period of four (4) months.
- (b) Participation in the GRRSP will be voluntary. Each participant is independently responsible for ensuring 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 who is a Sessional Lecturer I, Sessional Lecturer I – Long Term, Sessional Lecturer II, Writing Instructor 1, Writing Instructor 2, Other Music Professional, or a Sessional Instructional Assistant will contribute five percent (5.0%) of eligible income and a matching amount will be contributed by the University. The University's contribution will be added to the participant's T4 income and then deducted as a contribution, and is subject to statutory payroll deductions.
- (e) Each participating employee holding the rank of Sessional Lecturer III and Writing Instructor 2 (priority) will contribute six percent (6.0%) of eligible income and a matching amount will be contributed by the University. The 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) Participating employees may transfer other RRSP funds into the GRRSP, subject to tax rules and any regulations of the external provider of the GRRSP.
- (g) Administration and investment management fees will be borne by the participating employees.
- (h) 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.
- (i) Participating employees will not remove funds from the GRRSP during the plan year. However, **at within 30 days from** 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. **In addition, at any time during the plan year, a former employee may withdraw the funds from their GRRSP or have funds redirected to a financial institution of the former employee's choice.** The employee (or former employee) assumes sole responsibility for any such choice and its consequences, including any taxes payable.
- (j) **Notwithstanding paragraph 24:03(i), participating employees may remove funds from the GRRSP in exceptional circumstances that include but are not limited to the Federal Homebuyers Plan, and/or life events, e.g., birth or adoption of a child, or a change in marital status.**

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

ARTICLE 25: HEALTH CARE SPENDING ACCOUNT

Features

25:05 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. **The HCSA is governed at all times by the rules and regulations of the Income Tax Act. In the event of a dispute the Income Tax Act shall prevail.**
- (b) Original receipts must accompany all claims **submitted** for reimbursement **by mail. For claims submitted for reimbursement electronically via the external providers systems, original receipts must be made available upon request from the external provider of the HCSA.**

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

ARTICLE 26: TERM OF AGREEMENT

26:01 This Agreement shall continue in full force and effect until August 31, ~~2021~~ 2024, 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.

For the University

For the Union

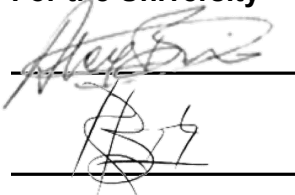
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

Academic Session

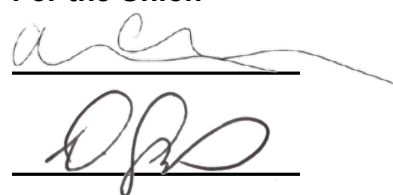
27:04 The term “academic session,” as used in this Collective Agreement, refers to that period of time which begins with undergraduate registration (usually in September) and continues through to the last day for completion of marking of final examinations (usually in May); or that period of time which 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 Fall/Winter session, the “~~Fall~~ term” (September to December), and the “~~Spring term~~” (January to May); in the Summer session the “F term” (May to June) and the “S term” (July to August). The dates applicable to a given employee will be those appropriate to the particular Department in which the employee is employed.

For the University



Handwritten signature of a University representative, consisting of a stylized name and a date '12/7' below it, both on a horizontal line.

For the Union



Handwritten signature of a Union representative, consisting of a stylized name and a date '12/7' below it, both on a horizontal line.

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

ARTICLE 28: REMUNERATION FOR TEACHING-RELATED SERVICE

28:01 ~~Sessional Lecturers~~ Employees 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 is limited to marking of deferred examinations or assignments, appeals of grades, or providing information regarding allegations of academic offences by student(s) to disciplinary reviews, hearings, or tribunals.

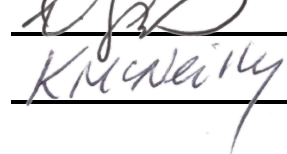
Remuneration will be on an hourly basis at the ~~S.I.A.~~ applicable rate for no less than one (1) hour, with the hours to be determined and agreed upon by the employee and ~~her/his~~ their supervisor in advance of the hours being worked, based on divisional practices and with the approval of the Department 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 an ~~Sessional Lecturer~~ employee 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~~ such an employee in the Department, the Chair shall make an adjustment in the stipend commensurate with these additional duties.

28:02 Where an ~~Sessional Lecturer~~ employee has reason to believe that they ~~Sessional Lecturer is~~ are required to perform duties as set out in the third paragraph of Article 28:01 but has not had the stipend adjusted in accordance with that provision, they ~~Sessional Lecturer~~ shall raise the matter in writing without undue delay with the Chair of the Department. The Chair of the Department shall endeavor to meet with the ~~Sessional Lecturer~~ employee within five (5) working days of such a request and shall issue a written response within no less than ten (10) working days from receipt of the request.

For the University

For the Union



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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

ARTICLE 29: SEVERANCE

29:01 An employee who has worked for three (3) or more years in the bargaining unit and who is a Sessional Lecturer or Writing Instructor, and who is not successful in obtaining any bargaining unit work ~~(either because the employee applied for one or more bargaining unit positions and was not offered employment in a department in which the employee had been previously employed or because there were no bargaining unit positions posted for which the employee was minimally qualified in departments in which the employee has been previously employed)~~ in an academic term shall be eligible for a severance. payment calculated on the following basis: For the purposes of this Article, “not successful” can be either because the employee applied for one or more bargaining unit positions and was not offered employment in a department in which the employee had been previously employed or because there were no bargaining unit positions posted for which the employee was minimally qualified in departments in which the employee has been previously employed.

The severance payment shall be calculated on the following basis:

For Sessional Lecturers: ~~one-seventeenth (1/17th)~~ one-twelfth (1/12th) of a stipend per FCE taught in the bargaining unit to a maximum payment equivalent to ~~4~~ 5 FCE at the employee's current rate of regular pay. For clarity, an employee who fails to make application for Unit 3 work for which the employee is ~~minimally~~ qualified or, having been offered Unit 3 work declines such work, shall not be considered as having been “unsuccessful in obtaining work.”

For Writing Instructors: ~~two (2)~~ three (3) weeks' pay for each year (September 1 – August 31) worked to a maximum of ~~thirty (30)~~ forty-eight (48) weeks. A week's pay shall be calculated by taking the employee's wages as a Writing Instructor in the most recent academic session and dividing by the number of weeks worked in that session.

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

29:02

(a) An ~~music professional~~ Applied Music Sessional employed in the area of applied lessons, who has worked for three (3) or more years in the bargaining unit and whose number of students assigned in the current academic year is more than two (2) below the employee's average number of students assigned

over the previous ~~three (3)~~ two (2) academic years, shall be eligible for a severance payment calculated on the following basis:

- ~~Two (2)~~ Three (3) weeks' pay for each year of service in the bargaining unit to a maximum of ~~thirty (30)~~ forty-eight (48) weeks.

For clarity, a week's pay shall be calculated by ~~multiplying dividing the music professional's current hourly rate for applied lessons by the average number of students assigned over the previous three (3) academic years.~~ Applied Music Sessional's income per academic year, based on the average of the last two (2) years worked, by forty-eight (48) weeks.

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

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

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

(b) A Music Professional who has worked for three (3) or more years in the bargaining unit and whose number of hours in the current academic year is at least forty (40) hours below the employee's average number of hours over the previous two (2) academic years, shall be eligible for a severance payment calculated on the following basis:

- Three (3) weeks' pay for each year of service in the bargaining unit to a maximum of forty-eight (48) weeks.

For clarity, a week's pay shall be calculated by dividing the Music Professional's income per academic year, based on the average of the last two (2) years worked, by forty-eight (48) weeks.

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

- **Where the number of hours contracted has resulted in a reduction of the contract in accordance with the eligibility criteria outlined above, an application for the receipt of a severance payment must be submitted during the period of 1 April to 30 April of the current academic year. Eligibility for severance is subject to the Music Professional's employment for the duration of the current academic year.**
- **Where the distribution of hours has resulted in the elimination of the Music Professional's work, in accordance with the eligibility criteria outlined above, an application for the receipt of a severance payment must be submitted during the period of 1 September to 30 April of the current academic year.**

In order to be eligible for a severance payment, an employee must apply for such a payment in the manner specified by the Employer as soon as practicable after being unsuccessful in obtaining work (as defined in 29:20(a) and (b)) but, in all cases, no later than the end of the second consecutive academic year in which the employee has been unsuccessful in obtaining bargaining unit work as defined above.

29:03 Upon an employee's acceptance of the severance entitlement outlined above, the employment relationship will be terminated for all purposes; the individual will cease to hold the rank and/or status of Sessional Lecturer I – Long Term, Sessional Lecturer II, Sessional Lecturer III, **Writing Instructor 1 – Long Term**, Writing Instructor 2, ~~or~~ Writing Instructor 2 (priority), **Applied Music Sessional I – Long Term, or Applied Music Sessional II** (if applicable) and will not be eligible to apply for or accept any future CUPE 3902, Unit 3 work for two (2) full academic years.

29:04 For clarity, any application for severance from an employee with entitlement to severance under both 29:01 and 29:02 **(a) and (b)** shall result in a payment to the employee of the severance owing for **both all** types of employment and a complete termination of employment as set out above.

For the University

For the Union

Fredrick Vezina

[Signature]

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

APPENDIX A: PROCESS FOR ADVANCEMENT TO SESSIONAL LECTURER II

Eligibility

Provided a Sessional Lecturer I possesses an advanced degree or significant professional accomplishment, a Sessional Lecturer I is eligible for consideration to be advanced to the rank of Sessional Lecturer II where the applicant has:

- Taught at least five (5) half courses or the equivalent of two and one half (2.5) Full Course Equivalents (FCEs) in the prospective advancing Department in the past six (6) seven (7) years and no fewer than three (3) years; or
- Taught at least four (4) half courses or the equivalent of two (2) Full Course Equivalents (FCEs) in the prospective advancing Department and at least one (1) half course or the equivalent of half (0.5) a Full Course Equivalent (FCE) in another Department in the past six (6) seven (7) years and no fewer than three (3) years.

For clarity, the applicant does not need to be employed consecutively within the advancing Department; they will be eligible to apply for advancement as long as they meet the course requirement within the seven (7) year timeframe.

For further clarity, the advancement eligibility above is subject to Article 19:09(f) – Pregnancy Leave, and Article 19:10(g) – Parental Leave, and leaves of absence taken in accordance with the applicable Domestic Violence leave provisions of the Collective Agreement.

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

Special Circumstances: Employment in Multiple Departments

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

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

~~Such a request shall be at the candidate's option. The Chair shall give due consideration to such requests on a case by case basis. Granting of the request is at the sole discretion of the Chair of the Department to which the~~

~~request is made. The candidate shall be informed of the Chair's decision without undue delay. In the event the candidate's request is denied by the Chair, the reasons therefor shall be provided to the candidate.~~

A maximum of three (3) half courses, or the equivalent as a Course Instructor in Unit 1 may be included in calculating an candidate's applicant's eligibility. A maximum of two (2) FCE or equivalent taught as a member of UTFA may be included in calculating an candidate's applicant's eligibility. A maximum of three (3) half courses (or the equivalent) as an Applied Music Sessional in the Faculty of Music may be included in calculating an applicant'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. Furthermore, employees in the bargaining unit shall receive regular reminder(s) at least once per academic session term of the advancement eligibility criteria and process.

Initiation of Process

Once a candidate meets the eligibility criteria, the candidate applicant may, by letter to the Chair of the employee's prospective advancing department, request the initiation of the advancement process. The candidate's applicant'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 applicants who meet the eligibility criteria exclusively through employment in Summer academic sessions may, by letter to the Chair of the employee's applicant's prospective advancing department, request the advancement process be undertaken in a Summer academic session. In such cases, the candidate's applicant'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.

For clarity, the applicant may request initiation of the advancement process in any academic term after they meet eligibility criteria in accordance with the provisions of this Appendix.

Early Initiation of Process

Notwithstanding the foregoing, if an candidate applicant 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 four (4) half courses or two (2) full courses in the department in the past six (6) seven (7) years and no fewer than two (2) years) ~~and has been in the department for at least three (3) of the last six (6) years~~, and if the candidate applicant has then been appointed in a ~~Winter academic session~~ Fall or Spring term during which the candidate applicant will reach or exceed all eligibility criteria, the candidate applicant may request to initiate the process for advancement early, that is, the candidate applicant may ask to be considered for advancement during that appointment in which the candidate applicant will achieve the eligibility criteria for advancement. The candidate's applicant'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 applicant 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 applicant's final qualifying course or courses.

Advancement Process

Within ten (10) working days of receipt of the candidate's applicant's letter requesting advancement, the Chair of the candidate's applicant's advancing department will respond in writing to the candidate applicant, advising the candidate applicant 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, or in a related field or 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 applicant teaches. At the Chair's discretion, Committee member(s) may be drawn from more than one department. Where the candidate applicant will be reviewed under Special Circumstances and teaches in multiple departments, the Chair is encouraged to select Committee members in a manner that is representative of the Departments in which the candidate applicant teaches.

Within two (2) weeks of the date of the Chair's letter, the candidate applicant may advise the Chair in writing of any express reservations with respect to the appointed members. The Chair will then advise the candidate applicant 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 applicant in the classroom as a critical and requisite part of the advancement

process. The **candidate applicant** shall be **advised, consulted in advance about the date(s) to be observed and shall be advised with a minimum of one (1) week notice** 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. **The applicant shall be provided with an executive summary of the written report.**

Student **course** 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. **However, student course evaluations shall not be the sole criterion for withholding advancement.** The **candidate's applicant's** employment file(s) shall also be available to the Committee.

The initial letter to the **candidate applicant** will also identify the written material to be submitted by the **candidate applicant** 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 applicant** indicating how the material in the dossier and/or all curriculum vitae demonstrates the **candidate's applicant'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 applicant's** currency with and mastery of the subject matter and superior classroom teaching. **Currency with and mastery of the subject matter can be demonstrated in a range of ways, including professional experience and lived experience.** 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 responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to be accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions and to comply with established procedures and deadlines for determining, reporting and reviewing the grades of 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 applicant** 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.

An **candidate applicant** who is advanced to the rank of Sessional Lecturer II shall assume that rank for purposes of **remuneration immediately and retroactively to the beginning of the first term in which the advancement process was undertaken, and for** consideration for vacancies in the following academic **session term** which are circularized to the pool after the date of the Chair's letter.

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

An **candidate applicant** 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 or** a minimum of four (4) further half courses or the equivalent, **whichever comes first**. It is understood and agreed that an **candidate applicant** 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 applicant**, in and of itself, will not be considered in future hiring decisions.

The letter to an **candidate applicant** advising of an unsuccessful advancement shall contain a summary of the reasoning and evidence that formed the basis for the decision.

Appeals

If an **candidate applicant** is not advanced to the rank of Sessional Lecturer II, the **candidate applicant** 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 applicant** shall have the right to be accompanied or represented by a Union **official Representative**.

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

In the event that the **candidate applicant** is not satisfied with the decision of the Division Head (or designate), the **candidate applicant** 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 applicant** 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)~~ two (2) three (3) Sessional Lecturer III~~s~~. The Union and the University shall each propose the names of prospective members until ~~nine (9)~~ eleven (11) mutually-agreeable names have been identified.

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

The parties shall by mutual agreement designate a Panel Chair.

The Panel Chair shall have the responsibility of selecting three (3) members from the agreed list of members to comprise the ARP Committee for a given appeal, at least one (1) of which must be a Sessional Lecturer III. 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 the Panel Chair be in a conflict of interest in respect of certain members in a given appeal.

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

- The **candidate's applicant'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 applicant**
- A written submission from the **candidate applicant**
- The Division Head's (or designate's) written response to the **candidate's applicant's** submission
- All evidence the Advancement Committee had before it in making its original decision

In addition, the **candidate applicant** 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 applicant** is to be advanced to the rank of Sessional Lecturer II.

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

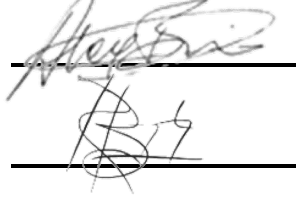
Discussions or representations occurring during this process are without precedent or prejudice, and may not be relied upon in any subsequent proceeding. Its decisions shall be final and binding. Normally, decisions shall be issued within ten (10) working days of finalizing the decision.

Definitions

For the purposes of this Appendix:

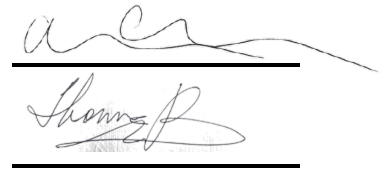
- "Year" shall mean the twelve months between September 1 and August 31.
- "Department" shall mean a department within a faculty, or a single-department faculty, on a specific campus (e.g. the Department of English in the Faculty of Arts and Science on the St. George Campus); or a multi-disciplinary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

For the University



Handwritten signature of a University representative, written over a horizontal line.

For the Union



Handwritten signature of a Union representative, written over a horizontal line.

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

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

Eligibility

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

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

A maximum of three (3) half courses (or the equivalent) as an Applied Music Sessional in the Faculty of Music may be included in calculating an applicant's eligibility.

For clarity, the advancement eligibility above is subject to Article 19:09(f) – Pregnancy Leave, Article 19:10(g) – Parental Leave, and leaves of absence taken in accordance with the applicable Domestic Violence leave provisions of the Collective Agreement.

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. **Furthermore, employees in the bargaining unit shall receive regular reminder(s) at least once per academic term of the advancement eligibility criteria and process.**

Initiation of Process

Once an **candidate applicant** meets the eligibility criteria, the **candidate applicant** may, by letter to the Chair of the employee's prospective advancing department, request the initiation of the advancement process. The **candidate's applicant'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 applicants** who meet the eligibility criteria exclusively through employment in Summer academic sessions may, by letter to the Chair of the **employee's applicant's** prospective advancing department, request the advancement process be undertaken in a Summer academic session. In such cases, the

candidate's applicant'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.

For clarity, the applicant may request initiation of the advancement process in any academic term after they meet the eligibility criteria in accordance with the provisions of this Appendix.

Advance Request for Classroom Observation

If requested, in writing, by the applicant 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 applicant's final qualifying course or courses.

Advancement Process

Within ten (10) working days of receipt of the applicant's letter requesting advancement, the Chair of the candidate's applicant's advancing department will respond in writing to the **candidate applicant**, advising the **candidate applicant** 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 CUPE Local 3902, Unit 3 who holds the rank of Sessional Lecturer III in the department, **or in a related field or 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 applicant** 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 applicant** 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 applicant** may advise the Chair in writing of any express reservations with respect to the appointed members. The Chair will then advise the **candidate applicant** 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**

applicant 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 applicant** shall be **advised consulted in advance about the date(s) to be observed and shall be advised with a minimum of one (1) week notice** 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 applicant's** request, such observation may occur during the candidate's final qualifying course or courses. **The applicant shall be provided with an executive summary of the written report.**

Student **course** 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. **However, student course evaluations shall not be the sole criterion for withholding advancement.** The **candidate's applicant's** employment file(s) shall also be available to the Committee.

The initial letter to the **candidate applicant** will also identify the written material to be submitted by the **candidate applicant** 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 applicant** indicating how the materials in the dossier and/or curriculum vitae demonstrates the **candidate's applicant'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 applicant's** continued currency with and mastery of the subject matter and continued superior classroom teaching. **Currency with and mastery of the subject matter can be demonstrated in a range of ways, including professional experience and lived experience.** 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 responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to be accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions and to comply with established procedures and deadlines for determining, reporting and reviewing the grades of 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 an **candidate applicant** requires only one (1) full course or one half (1/2) course of teaching to meet the eligibility criteria **and has taught no fewer than two (2) years as an SLII in the advancing department,** and if the **candidate applicant** has then been appointed in a **Winter academic session Fall or Spring term** during which the **candidate applicant** will reach or exceed all eligibility criteria, the **candidate applicant** may request to initiate the process for advancement early, that is, the **candidate applicant** may ask to be considered for advancement during that appointment in which the eligibility criteria for advancement will be achieved. The **candidate's applicant'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 applicant** 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.

An **candidate applicant** who is advanced to the rank of Sessional Lecturer III shall assume that rank for purposes of **remuneration immediately and retroactively to the beginning of the first term in which the advancement process was undertaken, and for** consideration for vacancies in the following academic **session term** which are circularized to the pool after the date of the Chair's letter.

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

An **candidate applicant** 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 an **candidate applicant** advising of an unsuccessful advancement shall contain a summary of the reasoning and evidence that formed the basis for the decision.

Appeals

If an **candidate applicant** is not advanced to the rank of Sessional Lecturer III, the **candidate applicant** 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 applicant** shall have the right to be accompanied or represented by a Union **official Representative**.

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

In the event that the **candidate applicant** is not satisfied with the decision of the Division Head (or designate), the **candidate applicant** 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 applicant** 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)~~ **three (3)** Sessional Lecturer IIIs. The Union and the **University Employer** shall each propose the names of prospective members until ~~nine (9)~~ **eleven (11)** mutually-agreeable names have been identified.

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

The parties shall by mutual agreement designate a Panel Chair.

The Panel Chair shall have the responsibility of selecting three (3) members from the agreed list of members to comprise the ARP Committee for a given appeal, **at least one**

(1) of which must be a Sessional Lecturer III. It is understood and agreed that the **University Employer** 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 the Panel Chair be in a conflict of interest in respect of certain members in a given appeal.

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

- The **candidate's applicant'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 applicant**
- A written submission from the **candidate applicant**
- The Division Head's (or designate's) written response to the **candidate's applicant's** submission
- All evidence the Advancement Committee had before it in making its original decision

In addition, the **candidate applicant** 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 applicant** is to be advanced to the rank of Sessional Lecturer III.

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

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

Definitions

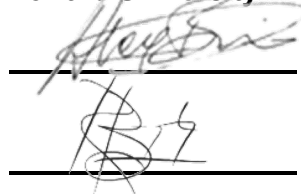
For the purposes of this Appendix:

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

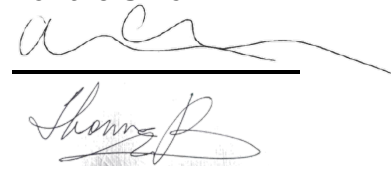
campus (e.g. the Department of Historical Studies at UTM); or for a particular advancement application, an approved extradepartmental program on a specific campus *on a without prejudice basis* (e.g. Cinema Studies at Innis College on the St. George campus).

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

For the University



For the Union



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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

APPENDIX B: ADVANCEMENT PROCESS – WRITING CENTRES

Eligibility

Provided a Writing Instructor possesses an advanced degree or significant professional accomplishment, a Writing Instructor 1 is eligible for consideration to be advanced to the status of Writing Instructor 2:

Where the candidate has worked for one Writing Centre, once the candidate has been employed for at least ~~five hundred (500)~~ four hundred (400) hours as a Writing Instructor 1 in the prospective advancing Writing Centre and has been employed in at least ~~four (4)~~ three (3) of the past ~~six (6)~~ seven (7) years; OR

Where a candidate has worked for two (2) Writing Centres, once the candidate has been employed for at least three hundred (300) hours in the prospective advancing Writing Centre and at least one hundred (100) hours in another Writing Centre, and has been employed in at least ~~four (4)~~ three (3) of the past ~~six (6)~~ seven (7) 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 a written request to initiate the advancement process, the candidate may request that the Director of one Writing Centre undertake to recognize the hours of employment in the other for the purpose of determining eligibility for an advancement application with respect to that Writing Centre only.~~

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

Implementation of Advanced Status

A Writing Instructor 1 who is successfully advanced to Writing Instructor 2 will be offered employment in the advancing Writing Centre on the following terms:

- (a) Each Writing Instructor 2 will be offered a contract of employment of no fewer than one hundred (100) hours in an academic year, normally over a period of two (2) terms. For clarity, this contract of employment will be

offered without the assignment being posted under Article 16:05 of the Collective Agreement.

(b) Notwithstanding paragraph 2(a), the employee and the Employer may agree to an employment contract of fewer than one hundred (100) hours in an academic year.

(c) If the employee accepts an academic position at the University or elsewhere, the employee may request that a contract be deferred for up to two (2) academic years. Such a request is subject to the Writing Centre Director's approval. The Writing Centre Director shall act reasonably in considering such requests.

(d) If the Writing Centre is unable to offer a contract, or is only able to offer a contract for fewer than the commitment in paragraph 2(a) , the Employer will pay the employee the difference between the hours worked and the commitment in paragraph 2(a) for that academic year.

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. **Furthermore, employees in the bargaining unit shall receive regular reminder(s) at least once per academic term of the advancement eligibility criteria and process.**

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.

For clarity, the applicant may request initiation of the advancement process in any academic term after they meet the eligibility criteria in accordance with the provisions of this Appendix.

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 ~~four~~ **three** hundred and fifty (~~450~~ **350**) hours in the Writing ~~Center~~ **Centre**) and has been in the Writing ~~Center~~ **Centre** for at least ~~three (3)~~ **two (2)** of the last ~~six (6)~~ **seven (7)** years, and if the candidate has then been appointed in a ~~Winter academic session~~ **Fall or Spring term** during which the candidate will reach or exceed all eligibility criteria, the candidate may request to initiate the process for advancement early, that is, the candidate may ask to be considered for advancement during that appointment in which the candidate will achieve the eligibility criteria for advancement. The candidate's letter to the Director requesting early initiation of process must be received no later than September 30 for the fall term or January 31 for the spring term.

Advance Request for Candidate Observation

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

Advancement Process

The Director of the candidate's advancing Writing Centre will respond in writing to the candidate, advising the candidate of the name of the academic administrator who, ~~as co-chair with the Director~~, shall **act as serve with the Director (who shall act as Committee Chair) on** the Advancement Committee. ~~Where possible, a~~ **An** additional member of the Committee shall be a member of ~~the CUPE Local 3902 Unit #3 bargaining unit~~ who holds the status of Writing Instructor 2 **or Writing Instructor 2 (priority)** in the advancing Writing Centre **or another Writing Centre**, provided the member agrees to so serve. At the ~~co-chairs'~~ **Director's** 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. **Where the candidate teaches in multiple Writing Centres, the Director is encouraged to select Committee members whose area of work is representative of the Writing Centres in which the candidate teaches.**

Within two (2) weeks of the date of the Director's letter, the candidate may advise the ~~Committee Co-chairs~~ **Director** in writing of any express reservations with respect to the appointed members. The ~~Committee Co-chairs~~ **Director** 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~~ **Director** shall designate a member or members of the Committee to observe the candidate in the course of the candidate's Writing Centre duties

as a critical and requisite part of the advancement process. **The candidate shall be consulted in advance about the date(s) to be observed and shall be advised with a minimum of one (1) week notice of the observer(s) and the date(s) of the observation(s).** The member or members observing the candidate shall prepare a confidential written report for submission to the Advancement Committee. **The candidate shall be provided with an executive summary of the written report.**

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. **However, student evaluations shall not be the sole criterion for withholding advancement.** 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 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 superior critiquing, analytical and instructional skills. **Currency with, and mastery of, the subject matter can be demonstrated in a range of ways, including professional experience and lived experience.** In addition, all those who are raised to the status of Writing Instructor 2 shall demonstrate that they have adhered to the following principles:

An employee shall carry out 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 be accessible to students for consultation where so assigned, to maintain consultation schedules or appointments in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling; and to comply with established procedures and deadlines established by the Writing Centre.

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

Confidentiality

The Committee's deliberations shall be confidential.

Outcomes

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

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

A candidate who is advanced to the status of Writing Instructor 2 shall assume that status for purposes of remuneration retroactively to the beginning of the first term in which the advancement process was undertaken, and for consideration for vacancies in the following academic session term which are circularized to the pool after the date of the ~~Committee Co-chairs'~~ Director's letter.

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

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

The letter to a candidate advising of an unsuccessful advancement shall contain a summary of the reasoning and evidence that formed the basis of the decision.

Appeals

If a candidate is not advanced to the status of Writing Instructor 2, the candidate may request, by letter to the academic administrator responsible for the advancing Writing

Centre within twenty (20) working days of receiving notice to that effect from the Committee Co-chairs, a meeting with the Division Head (or designate) for the purpose of reviewing the reasons underlying the decision. The meeting will be arranged without undue delay. The candidate shall have the right to be accompanied or represented by a Union ~~official~~ **Representative**.

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), the candidate shall have the right to request, within ten (10) working days, through the Union, an appeal to the University of Toronto Advancement Review Panel.

University of Toronto Advancement Review Panel

It is agreed that the University of Toronto Advancement Review Panel as set out in Appendix A shall encompass the review of decisions which do not result in advancing the candidate to the status of Writing Instructor 2, **except that three (3) Writing Instructor 2 (priority)s will be included in place of the three (3) Sessional Lecturer IIIs.**

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

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

- The candidate's original application (including curriculum vitae, writing instruction dossier, and statement; any student evaluations and other documentation relied upon during the initial proceedings)
- The ~~Committee Co-chairs'~~ **Director'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 status of Writing Instructor 2.

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.

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

APPENDIX B-2: WRITING INSTRUCTOR 2 (PRIORITY)

1. Granting of priority status:

The terms of this Appendix apply to individuals who have been advanced to the status of Writing Instructor 2 (WI2) and who have served at that rank for at least ~~four (4)~~ **three (3)** consecutive years in a single Writing Centre, with a minimum average of 300 hours per academic year based on the three (3) most recent years in that Writing Centre. A WI2 who meets these criteria will be considered a WI2 (priority).

2. Implementation of priority status:

A WI2 (priority) will have priority for employment in the **advancing** Writing Centre in which they were working when they met the criteria in paragraph 1 on the following terms:

(a) The WI2 (priority) will have priority in the three consecutive years following first meeting the criteria set out in paragraph (1), or any successful review as set out in paragraph 1(c). **This will apply to remuneration and for consideration for vacancies immediately.**

(b) Each WI2 (priority) will be offered a contract of employment of no fewer than 300 hours in an academic year, normally over a period of two terms. For clarity, this contract of employment will be offered without the assignment being posted under Article 16:05 of the Collective Agreement.

(c) In the third consecutive year of the three years referred to in paragraph 2(a), the Writing Centre Director shall review the employee's performance. The review shall take into account performance during the current and previous two academic years. If the Director concludes that the employee's performance has been and continues to be superior, the WI2 (priority) will be given priority for a further three consecutive years, and another review will take place in the third year.

(d) Notwithstanding paragraph 2(b), the employee and the **University Employer** may agree to an employment contract of fewer than 300 hours in an academic year.

(e) Notwithstanding the requirement in paragraph 2(a) that priority apply to consecutive academic years, if the employee accepts an academic position at the University or elsewhere, the employee may request that a contract be deferred **for up to two (2) to the subsequent academic years**. Such a request is subject to the Writing Centre Director's approval. The Writing Centre Director ~~intends to~~ **shall** act reasonably in considering such requests. If approval is granted, the term "consecutive years" in paragraph 2(a) will apply to three consecutive academic years in which the employee works for the University as a writing instructor.

(f) If the Writing Centre is unable to offer a contract, or is only able to offer a contract for fewer than 300 hours, during one of the three consecutive years during which a WI2 (priority) has priority status, the **University Employer** will pay the employee the difference between the hours worked and 300 hours for that academic year.

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

3. Cessation of priority status/employment:

(a) If, as a result of the review set out in paragraph 2(c), the Writing Centre Director concludes that the employee's performance has not been or is not superior, the employee will no longer be considered a WI2 (priority) and will have no further entitlement under this Letter.

(b) The Director's determination under paragraph 2(c) shall not be subject to the grievance and/or arbitration provisions of the Collective Agreement.

(c) If the Director concludes that the employee's performance has not been or is not superior, the employee shall have the right to utilize the appeals process in Appendix B, as set out under the headings "Appeals" and "University of Toronto Advancement Review Panel", with the following modifications:

- All references to "Writing Instructor 2" will be interpreted as references to "Writing Instructor 2 (priority)".
- All references to "the Advancement Committee" will be interpreted as references to "the Director".
- All references to advancement to the status of Writing Instructor 2 will be interpreted as references to being considered a WI2 (priority).
- The materials with which the Panel will be provided will not include an "original application" but will include written documentation, if any, that was relied upon by the Director in reaching their determination, as well as the items listed in the second, third and fourth bullet points in the applicable provision of Appendix B.
- The remaining provisions of the relevant sections of Appendix B apply to any appeal under this paragraph including the fact that the University of Toronto Advancement Review Panel's decisions are final and binding.

(d) If a WI2 (priority) declines an offer of employment that is made in accordance with this Appendix (except where a deferral for ~~one~~ **up to two academic** year~~s~~ is granted under paragraph 2(e)) the WI2 (priority) will lose their priority status and have no further entitlement under this Appendix. Such a loss of priority will not prevent an employee from requalifying for priority status in the future if the employee again meets the criteria set out in paragraph 1.

(e) A WI2 who ceases to be entitled to priority status in accordance with this paragraph continues to have the rank and entitlements of a WI2 within the terms of the Collective Agreement.

(f) If the Writing Centre or program closes, an effort will be made to offer a contract in order to fulfill the guaranteed hours for the WI 2 (priority) at another Writing Centre. If such effort is unsuccessful priority status terminates effective upon closure.

(g) In the event that for a second consecutive year the Writing Centre is unable to offer a contract no further payment will be made (beyond the one-year payment contemplated in paragraph 2(f)), and the WI2 (priority) will be entitled to apply for severance under Article 29:01 of the Collective Agreement.

(h) A WI2 (priority) will be entitled to elect severance under Article 29:01 of the Collective Agreement in the event that, for a second or subsequent consecutive academic year, the Writing Centre is only able to offer the WI2 (priority) a contract for fewer than 300 hours. If the WI2 (priority) elects to accept a contract for fewer than 300 hours in an academic year, they may elect severance in a subsequent year if in consecutive years fewer than 300 hours per academic year continue to be offered.

(i) Nothing in this paragraph prevents the WI2 (priority) from applying for severance under the terms of Article 29:01 of the Collective Agreement if the terms of that Article apply in the circumstances.

4. Other

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

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

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

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

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

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

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

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF INTENT: GENDER IDENTITY & GENDER EXPRESSION

DATE

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

As a gender and trans-affirming organization, the University is committed to:

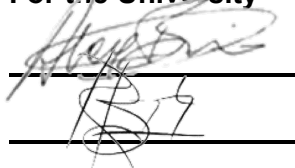
- **Supporting the employee's gender identity and gender expression.**
- **Supporting the everyday use of the employee's chosen name, regardless of their legal documents.**
- **Identifying barriers to updating and/or maintaining communication records that align with the employee's gender identity and chosen name and work to streamline the process.**
- **Using the pronoun(s) and honorific specified by the employee.**
- **Conducting sensitivity training and education around pronoun usage, honorifics and inclusion.**
- **Recognizing and commemorating Transgender Day of Remembrance and International Day Against Homophobia, Transphobia and Biphobia.**

The University understands that employees may face challenges in the workplace while transitioning and will provide support to employees and their colleagues as requested.

Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University



For the Union



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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE

DATE

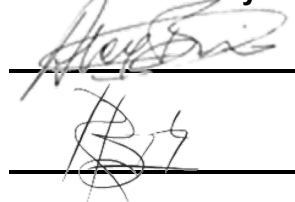
President, Canadian Union of Public Employees, Local 3902, Unit 3

The University recognizes the importance of providing timely and flexible assistance and support to employees experiencing domestic violence. Such assistance and support must be specific to individual needs. Supports that may be considered include but are not limited to leaves of absence under various provisions of this Collective Agreement, short-term emergency housing, assistance in finding longer-term housing, and access to campus and community support including Human Resources, Health & Well-Being Programs & Services, the Community Safety Office, the Employee Family Assistance Program (EFAP), and the Sexual Violence Prevention and Support Centre.

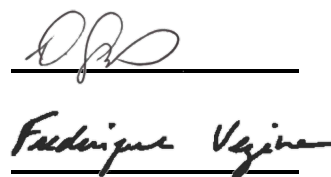
Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University



For the Union



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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF INTENT: LETTERS OF OFFER – HCSA INFORMATION

DATE

President, Canadian Union of Public Employees, Local 3902

It is understood and agreed that letters of offer for bargaining unit employees shall include a reference to the Health Care Spending Account.

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF INTENT: PENSION JOINT WORKING GROUP

DATE

President, Canadian Union of Public Employees, Local 3902

The University and the Union agree to establish a Pension Joint Working Group comprised of three (3) representatives each to discuss and explore issues related to the possibility of employees in the bargaining unit participating in a registered pension plan.

The Pension Joint Working Group will begin meeting on or after May 1, 2023 with a view to providing recommendations to the Vice-President, People Strategy, Equity & Culture by no later than December 31, 2023.

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF UNDERSTANDING: PAYROLL

DATE

President, Canadian Union of Public Employees, Local 3902

It is understood and agreed that employees in the bargaining unit will be paid at least once per month provided that they have earnings in that month.

Kelly Hannah-Moffat
Vice-President, People Equity, Strategy & Culture
University of Toronto

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

**LETTER OF UNDERSTANDING: CUPE 3902, UNIT 3 EMPLOYEE AND
DEPENDENTS SPECIAL CIRCUMSTANCES FUND (EDSCF)**

DATE

President, Canadian Union of Public Employees, Local 3902

The parties agree that the employer shall pay to the Union by September 15 of each year, starting with the first year of this 2021 – 2024 renewal collective agreement, an amount of \$50,000 per year for the continuation of the existing CUPE 3902, Unit 3 Employee and Dependents Special Circumstances Fund (EDSCF) to be administered by the Union. Unused portions of the fund shall be carried forward into the following academic year.

For the 2022-23 academic year, the payment shall include all amounts unspent during the life of this 2021 – 2024 renewal collective agreement, and shall be made no later than two (2) months following ratification of this 2021 – 2024 renewal collective agreement.

The Union shall establish criteria for the Fund, subject to the condition that the Fund be allocated, on an objective basis, to employees in CUPE, Local 3902, Unit 3, to assist with medical and non-medical special circumstances that may arise from time-to-time.

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.

**Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto**

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF UNDERSTANDING: APPLIED MUSIC SESSIONALS & MUSIC PROFESSIONALS

DATE

President, Canadian Union of Public Employees, Local 3902

During the 2021-2024 round of collective bargaining, the University and the Union agreed to the following in respect of the hourly paid “Other Music Professionals” in Article 17:

- to change the name from “Other Music Professionals” to:
 - Applied Music Sessionals – employees engaged in teaching applied lessons
 - Music Professionals – employees engaged as coaches, accompanists (non-teaching) and as recital adjudicators
- to establish Applied Music Sessional I Long-Term and Music Professional I Long-Term categories and commensurate rates
- to establish an Applied Music Sessional II rank and commensurate rate with a higher rate of pay and a job security commitment for successful applicants
- to establish, through the operation of a Working Group, as set out below, an Advancement Process from Applied Music Sessional I to Applied Music Sessional II

The University and the Union further agree to establish a Working Group composed of three (3) representatives designated by the University and three (3) representatives designated by the Union. The Working Group will meet to discuss, review, and define and make recommendations in respect of the following:

- The structure, and content, and outcomes (rate of pay, job security commitments) of a new Advancement Process from Applied Music Sessional I to Applied Music Sessional II.
- The accessibility of studio classes provided by Applied Music Sessionals.
- The schedule of DMA lessons provided by Applied Music Sessionals.
- Compensation for additional specialized work performed by Sessional Lecturers, Applied Music Sessionals, and Music Professionals such as adjudications, placement and entrance auditions, and additional lessons.
- Any additional issues arising from the committee’s work Working Group’s discussions.

The Working Group will be established and will start meeting within sixty (60) working days of ratification of the renewal collective agreement.

The Working Group will make recommendations to the Vice-President, People Strategy, Equity & Culture on a new Advancement Process and any other items listed above no later than June 30, 2023.

Recommendations from the Working Group will be considered by the Vice-President, People Strategy, Equity & Culture and those recommendations that are accepted will be implemented without undue delay. In particular, best efforts will be made to implement the

recommendations that are accepted regarding the new Advancement Process by no later than September 30, 2023.

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF INTENT: DEPARTMENTAL MEETINGS

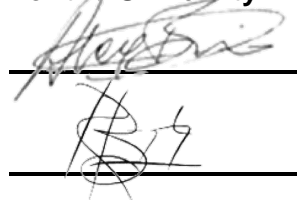
December 1, 2017

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

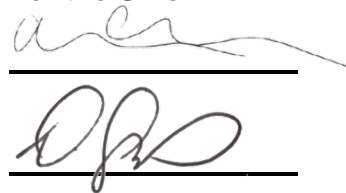
~~Sessional Lecturers and Writing Instructors~~ Employees in the bargaining unit shall be included in Departmental meetings that are open to all staff and faculty.

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University



For the Union



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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF INTENT: TEACHING AWARDS

December 1, 2017

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 **employees in the bargaining unit** ~~Sessional Lecturers~~ shall be eligible for teaching awards on the same basis as other members of the teaching staff.

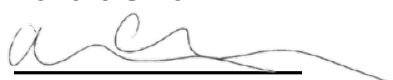

The Employer undertakes to communicate this broadly to Principals, Deans, Academic Directors and Chairs.

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF UNDERSTANDING: EMPLOYMENT EQUITY

December 1, 2017 DATE

Chair President, 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 meet within sixty (60) days of the signing of the Collective Agreement, and quarterly thereafter.** 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 People Strategy, Equity & Culture** regarding the continuing achievement of employment equity within the bargaining unit.

In support of the Committee's commitment to Employment Equity, the Committee will engage in meaningful discussions in respect of the Employment Equity Survey, including feedback on survey content and structure, review and analysis of report(s) of employment equity data, and strategies for fostering greater participation in the Survey.

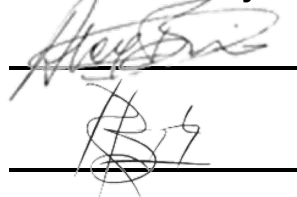
Discussions of the Committee will include identification of employment equity barriers and potential avenues to address such barriers, including the possibility of creating training and mentoring opportunities.

Data and information will be made available to the Committee at an aggregate level such that identification of any individual employee is not possible. The University will provide the same data for CUPE 3902 Unit 3 as contained in the Employment Equity Annual Report, subject to the availability of the data and all applicable confidentiality restrictions. Where possible, data will be provided by job category.

Updated data will be extracted as of September 30, January 31, May 31, and July 31 each year, and provided to the Committee at each subsequent meeting. The University will include employees in CUPE 3902 Unit 3 in the Employment Equity Annual Report starting in 2022.

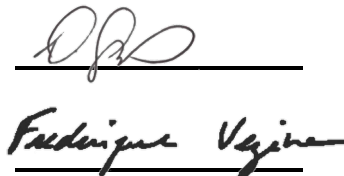
Kelly Hannah-Moffat
Vice-President, **Human Resources & Equity People Strategy, Equity & Culture**
University of Toronto

For the University



Handwritten signature of a University representative, appearing to be "H. B. B.", written over two horizontal lines.

For the Union



Handwritten signature of a Union representative, appearing to be "Frederique Vejeux", written over two horizontal lines.

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF INTENT UNDERSTANDING: CUPE 3902, UNIT 3 FUND

December 1, 2017 DATE

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

The parties agree that the Employer shall pay to the Union by September 15 of each year in which this collective agreement is in effect, an amount of ~~\$140,000~~ \$160,000 in year 1 of the collective agreement, ~~\$140,000~~ \$170,000 in year 2, ~~\$140,000~~ and \$180,000 in year 3, ~~and \$140,000 in year 4~~ for the **establishment continuation** of a CUPE 3902, Unit 3 Fund **to be administered by the Union**. Unused portions of the fund shall be carried forward into the following academic year.

In the ~~2017-18~~ 2022-23 year, payment **for the first and second years of the 2021-2024 collective agreement** shall be made no later than ~~one~~ two months following ratification of the renewal collective agreement.

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

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

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

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

Kelly Hannah-Moffat
Vice-President, ~~Human Resources & Equity~~ People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF INTENT: WRITING CENTRES

December 1, 2017 DATE

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

Where work is transferred in its entirety from the hiring/advancing unit to another unit, the Employer will recognize the experience and rank of a Writing Instructor 2 for the purposes of hiring.

The **University Employer** 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 2 for the purposes of hiring where work is transferred **not in its entirety** from the hiring/**advancing** unit to another unit.

Kelly Hannah-Moffat
Vice-President, ~~Human Resources & Equity~~ **People Equity, Strategy & Culture**
University of Toronto

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF INTENT UNDERSTANDING: TRANSFER OF DEGREE PROGRAM

December 1, 2017 DATE

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

Where a degree program is transferred in its entirety from the hiring/advancing Department to another Department, the Employer will recognize the experience and rank of Sessional Lecturers I, II and III for the purposes of hiring and advancement.

The Employer 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 I, II and III for the purposes of hiring and advancement where a degree program is transferred **not in its entirety** from the hiring/advancing Department to another Department.

Kelly Hannah-Moffat
Vice-President, ~~Human Resources & Equity~~ **People Strategy, Equity & Culture**
University of Toronto

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

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

~~December 1, 2017~~ DATE

~~Chair~~ President, 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~~ Eli Gedalof.

Kelly Hannah-Moffat
Vice-President, ~~Human Resources & Equity~~ People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF INTENT: ~~SESSIONAL LECTURER I – LONG TERM~~ STATUS ELIGIBILITY

~~December 1, 2017~~ DATE

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

The University commits to undertaking a review, during the ~~2017-18~~ 2022-2023 academic year, of all CUPE 3902 Unit 3 employees ~~holding the rank of Sessional Lecturer I~~ in an effort to identify those employees who currently meet the conditions for the Sessional Lecturer I – Long Term, Sessional Lecturer II – Long Term, Sessional Lecturer III – Long-Term, Writing Instructor 1 – Long Term, Writing Instructor 2 – Long Term, Writing Instructor 2(priority) – Long Term, Applied Music Sessional I – Long Term, and Music Professional – Long Term designations. Employees identified as a result of the review will be notified in writing of their designation.

Kelly Hannah-Moffat
Vice-President, ~~Human Resources & Equity~~ People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF INTENT: ADVANCEMENT ELIGIBILITY TO THE RANK OF SESSIONAL LECTURER II

December 1, 2017 DATE

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

The University commits to undertaking a review, during the ~~2017-18~~ **2022-23** academic year, of all CUPE 3902 Unit 3 employees holding the ranks of Sessional Lecturer I, ~~and Sessional Lecturer I - Long Term, Sessional Lecturer II, Writing Instructor 1, Writing Instructor 1 – Long Term, Applied Music Sessional I, and/or Applied Music Sessional I – Long Term~~ in an effort to identify those employees who currently meet the eligibility criteria required to be considered for advancement to the next rank, ~~of Sessional Lecturer II, and;~~

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

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

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

Kelly Hannah-Moffat
Vice-President, ~~Human Resources & Equity~~ People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF UNDERSTANDING: WRITING CENTRES

December 1, 2017

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

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

Centre for Teaching and Learning, UTSC (Writing Support and English Language Development Support)

Daniels Writing Centre, in the John H. Daniels Faculty of Architecture, Landscape and Design

Engineering Communication Program

English Language Development Centre (UTSC)

Graduate Centre for Academic Communication (formerly the ELWS @ SGS)

Health Sciences Writing Centre

Innis College Writing Centre

New College Writing Centre

OISE Student Success Centre

Philosophy Department Essay Clinic

The Robert Gillespie Academic Skills Centre

University College Writing Centre

UTSC Writing Centre



Woodsworth College Academic Writing Centre

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



Kelly Hannah-Moffat

Vice-President, **People Strategy, Equity & Culture** ~~Human Resources & Equity~~
University of Toronto

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF UNDERSTANDING: TEACHING EXPERIENCE

DATE

President, Canadian Union of Public Employees, Local 3902

During the 2021-2024 round of collective bargaining, the Employer and the Union agreed that employees in this bargaining unit have positively influenced the successful operation of the University of Toronto through their teaching and professional experience.

As such, the Employer encourages employees in this bargaining unit to apply to relevant advertised faculty positions.

The Employer agreed that search committees will consider applications from qualified employees in this bargaining unit in competitions for faculty positions. Experience in this bargaining unit will be relevant to the assessment of teaching excellence as demonstrated in the candidate's application for a faculty position.

**Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto**

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF UNDERSTANDING
WITHOUT PREJUDICE OR PRECEDENT

BETWEEN:

THE UNIVERSITY OF TORONTO (the "University")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3902, UNIT 3 (the "Union")

VACATION PAY

1. Article 21.01: Wages will be amended as follows:

- References to four percent (4%) vacation pay shall be amended to six percent (6%) vacation pay for employees holding the rank and/or status of Sessional Lecturer I – Long Term, Sessional Lecturer II, Sessional Lecturer III, Writing Instructor 2, or Writing Instructor 2 (priority).
- A new clause 21:01(j) will be added as follows:

(j) Six Percent (6%) Vacation Pay for Sessional Instructional Assistants and Faculty of Music – Other Music Professionals

Notwithstanding 21:01 (e) and (i), for Sessional Instructional Assistants and Faculty of Music - Other Music Professionals who meet the following criteria, their rate of pay shall include an additional six percent (6%) vacation pay instead of four percent (4%) vacation pay:

- i. *They have been employed either:*
 - *as a Sessional Instructional Assistant in the same Department for a consecutive period of five (5) years; or*
 - *as a Other Music Professional in the same Department for a consecutive period of five (5) years;*

AND

- ii. *There has not been a break or breaks in employment that independently or cumulatively exceed one academic term within a single academic year;*

AND

- iii. *They are employed in the same position and in the same Department as identified in subsection i., above, in the academic term immediately following any break in employment, regardless of whether the subsequent academic term occurs in the same or different academic year.*

For the purposes of this Article, an "academic term" shall be defined as a four (4) month period.

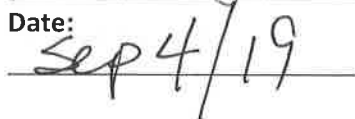
For clarity, in the event any of the foregoing conditions cease to be satisfied, a Sessional Instructional Assistant or a Faculty of Music – Other Music Professional shall receive four percent (4%) vacation pay, regardless of whether they had previously received six percent (6%).

2. Where an employee who is otherwise eligible to receive six percent (6%) vacation pay and is on an approved leave of absence, it is agreed and understood that the duration of such leave shall not be considered to be a break in employment and shall not disentitle the employee from receiving six percent (6%) vacation pay.
3. It is hereby agreed and understood that employees classified as a Sessional Lecturer I and/or Writing Instructor I shall not be eligible to receive six percent (6%) vacation pay.

For the University:



Date:



For the Union:



Date :



Housekeeping - Word Change – “Candidate” to “Applicant”

Replace all instances of “candidate” with “applicant” throughout the Collective Agreement where appropriate.

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

LETTER OF UNDERSTANDING: FACULTY OF MUSIC – PAYMENT FOR PREPARATION TIME

DATE

President, Canadian Union of Public Employees, Local 3902

During the 2021-2024 round of collective bargaining, the University and the Union discussed compensation for preparation time for Applied Music Sessionals and Music Professionals at the Faculty of Music. The Employer agrees that:

- Applied Music Sessionals will be paid four (4) hours of preparation time per student per academic year; and
- Music Professionals will be paid one (1) hour of preparation time for every ten (10) hours of work as coaches and accompanists.

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.