



COLLECTIVE AGREEMENT

- BETWEEN -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

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



Term of Agreement: September 01, 2006 to August 31, 2009

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ARTICLE 1: GENERAL PURPOSE

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

ARTICLE 2: RECOGNITION & COVERAGE

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

- (1) persons employed as clinical lecturers in the Faculties of Medicine, Nursing, Dentistry and Pharmacy;
- (2) persons employed in the delivery of non-degree-credit courses including but not limited to continuing education courses;
- (3) persons employed on Contractually Limited term Appointments (as defined in the University of Toronto Policy and Procedures on Academic Appointments, May 31, 2001);
- (4) persons employed on contracts of one year or more;
- (5) persons employed as athletic instructors or coaches;
- (6) persons holding continuing academic appointments at the University of Toronto teaching on overload;
- (7) retired faculty who, prior to their retirement, had an academic appointment at the University of Toronto;
- (8) persons employed in the Institute of Child Study and the University of Toronto Schools;
- (9) persons employed in the delivery of summer camp programmes;
- (10) status only appointments;
- (11) persons employed in the Faculties of Architecture, Engineering and Law who are licensed to practice their profession in the Province of Ontario where the assignment requires that they be so licensed;
- (12) persons designated as Visiting Professors who hold primary appointment of a full-time, permanent academic nature at another University and are on leave from that University;
- (13) persons engaged on an occasional basis by virtue of their particular special expertise to give an occasional or guest lecture or an occasional or guest seminar;
- (14) persons who exercise managerial functions or who are employed in a confidential capacity in matters related to labour relations;
- (15) persons for whom any other trade union held bargaining rights under the *Labour Relations Act* as of August 24, 2004.

ARTICLE 3: RESERVATION OF MANAGEMENT RIGHTS

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

ARTICLE 4: NO DISCRIMINATION

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

Sexual Harassment

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

4:03 For the purpose of this Collective Agreement, "sexual harassment" means:

- (a) Making submission to an unsolicited sexual advance or solicitation, expressly or by implication, a term or condition of an employee's right to or continuation of or advancement in employment and/or
- (b) Using or threatening to make use of, rejection of an unsolicited sexual advance or solicitation as a basis for employment or other professional decisions affecting the employee or the employee's progress and/or
- (c) Physical conduct, occurring either on the Employer's premises or in the pursuance of a University activity or business, which emphasizes the sex or sexual orientation of one or more employees in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile, or offensive working environment, and/or
- (d) Verbal conduct or other forms of communication occurring either on the Employer's premises or in pursuit of a University activity or business,
 - (i) that is directed at one or more specific employees
 - (ii) that emphasizes the sex or sexual orientation of that employee or those employees in a manner which the actor knows or ought reasonably to know creates for that

employee or those employees an intimidating, hostile or offensive working environment, and

- (iii) that exceeds the bounds of freedom of expression or academic freedom as these are understood in University policies and accepted practices, including but not restricted to those explicitly adopted.

Sexual Harassment Grievances

- 4:04 An employee may elect to submit a grievance alleging sexual harassment under the Collective Agreement or to file a complaint under the University's Sexual Harassment Policy:
- (a) An employee who elects to file a grievance under the Collective Agreement shall, if he or she wishes, have access to the mediation process in the University's Sexual Harassment Policy prior to Step 1 of the Grievance Procedure and may be accompanied by a Union representative during the process, if he/she chooses. An employee may withdraw from the mediation process at any time and resume the grievance process. Where the person normally hearing the grievance is the alleged harasser, the grievance shall be automatically forwarded to the next step in the Grievance Procedure.
 - (b) Employees electing to proceed with a complaint under the University's Sexual Harassment Policy shall have the right to be accompanied by a Union representative at any stage of the process.
 - (c) The time limit for filing a complaint under the University's Sexual Harassment Policy or a grievance alleging sexual harassment under this Collective Agreement shall be no longer than six (6) months after the occurrence of the matter that is the subject of the complaint/grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) months.
- 4:05 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 4:06 Where an employee believes he/she has been the victim of sexual harassment, he/she may request, through the Union, to discontinue contact with the alleged harasser. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The Employer and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
- 4:07 Witnesses who give information and/or evidence in a sexual harassment complaint shall suffer no penalty of an academic or other nature.
- 4:08 In the event that both the complainant and the respondent are employees covered by a Collective Agreement between CUPE 3902 and the Governing Council of the University of Toronto, the Union and the Employer will appoint a mutually-agreed upon third party to investigate the complaint. Within two (2) months, the investigator shall submit a report to the Union and the Employer. The report may recommend discipline: e.g., ordering an apology, counselling, etc. The report shall not preclude the possibility of a grievance being filed on behalf of the complainant or respondent.

4:09 In the event that a grievance alleging sexual harassment is referred to arbitration in accordance with Article 13, the Chairperson of the Board of Arbitration shall be selected from among the following persons:

Ken Swan
Paula Knopf
Kevin Burkett
Louisa Davie

Chairpersons shall be selected in rotation, commencing with the first person named. For each successive arbitration, the next person named shall be selected. If the person selected is unavailable within a reasonable time, the next person on the list shall be selected. Should none of the above be available within a reasonable time, the parties may select a mutually agreeable alternative.

ARTICLE 5: NO STRIKES AND NO LOCKOUTS

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

ARTICLE 6: UNION SECURITY

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

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

In addition, the Employer agrees to provide the Union with copies of all accepted letters of offer made to members of the bargaining unit.

- 6:02 The Employer agrees to provide the Union once per month with an electronic copy of the information contained in the alphabetical and address sections of the monthly computer printout produced in accordance with Article 6:01, exclusive of headings and totals. The Employer recognizes the Union's interest in the present format and undertakes to (a) provide as much notice as possible in the event of a change and (b) fully consider the Union's statement of impact in response to any such notice.
- 6:03 All enquiries concerning Union dues or dues deductions should be directed to CUPE/SCFP, Local 3902, 180 Bloor Street West, Suite 902, Toronto, Ontario M5S 2V6, telephone: 416-593-7057 or 416-978-7632, e-mail: info@cupe3902.org.
- 6:04 The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an employee(s) for amounts deducted from pay as provided for in this Article.
- 6:05 The University will pay to the Union by the 30th of April of each year an amount equivalent to 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 payment due April 30, 2005, the amount payable shall be \$12,500.
- 6:06 The Employer agrees to issue, upon request from the Union in writing, a library card (valid at both Robarts Library and Bora Laskin Law Library) to the Staff Representative(s) of the Union. There shall be no charge to the Union or to the Staff Representative(s) for the card. Use of the card shall be subject to the general regulations made from time to time by the University and/or the Library.

[See Joint Letter of Intent – Duplicate Provisions]

Information to Employees

- 6:07 The Employer agrees to inform all applicants, prospective members of the bargaining unit and new employees that a Union Agreement is in effect, and to include a copy of the Agreement with each initial letter of offer that is governed by the current collective agreement. The Employer agrees to provide copies of any new Agreement to all employees.
- 6:08 The hiring Department shall provide to all employees a one-page (letter-size, single or double-sided) statement about the Union, prepared by the Union, provided that the statement is first forwarded to the Director of Labour Relations (or his/her designate) for information and approval as to its factual accuracy. If the Director of Labour Relations (or designate) does not provide notification of errors or inaccuracies to the Union within two (2) weeks of receiving the statement, the information shall be presumed to be acceptable. The statement shall be provided at or prior to the time the employee receives his/her letter of offer with respect to employment in this bargaining unit.

Information Provided by Department to the Union

- 6:09 Each employing Department shall provide the Union 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, inclusion of the academic rank shall satisfy the notice requirements of Article 14:15.

ARTICLE 7: ACADEMIC FREEDOM

7:01 All members of the University Community have the rights and obligations set forth in the Statement of Institutional Purpose and the Statement on Freedom of Speech, as they exist from time to time.

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

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

7:03 Sessional Lecturers' professional obligations and responsibilities to the University shall encompass teaching, which includes, without being restricted to, responsibilities as follows:

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

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

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

ARTICLE 8: CORRESPONDENCE

8:01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Labour Relations, 215 Huron Street, 8th Floor, Toronto, and the Secretary or Chair of the Union. For purposes of administering this Collective Agreement, wherever "Vice President and Provost" is referred to, it is understood that a designated representative may be recognized and dealt with in his/her stead.

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

ARTICLE 9: LABOUR/MANAGEMENT RELATIONS

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

Labour/Management Committee

9:02 The Union and the Employer acknowledge the mutual benefit of joint consultation and agree, therefore, that there shall be a joint labour/management committee consisting of three (3) representatives from and selected by each party. Meetings shall be arranged at the request of either party through the Labour Relations Department, by submitting in writing the topics to be discussed. Such meetings shall take place, at a mutually-agreeable time, within ten (10) working days of the receipt of the request for the meeting. Meetings shall not be used to discuss matters which are the subject of a grievance nor to discuss any matters which are, at the time, the subject of collective bargaining. The committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions, and shall not have the power to add to or modify the terms of this agreement. A representative of each party shall be designated Co-Chairperson, and the two persons so designated shall alternate in presiding over meetings.

Discussion

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

Management Training

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

ARTICLE 10: UNION REPRESENTATION

- 10:01 The Employer acknowledges the rights and duties of Union Stewards and the Grievance Committee and the Grievance Officer to assist in preparing and presenting grievances in accordance with the Grievance Procedure.
- 10:02 The Employer agrees to recognize the authority of the Grievance Officer, Union Stewards, and members of the Grievance Committee to assist in the administration of the Collective Agreement. Upon request from the Steward(s) and/or member of the Grievance Committee, the Designated Authority of the Department shall meet with the Steward(s) and/or other designated Union Official(s) within five (5) working days.
- 10:03 The Union shall notify the Employer, in writing, of the name of each Steward, the Steward's Department of employment, and the Department or Departments the Steward represents, and the names of the members of the Grievance Committee. Upon such notification the Employer shall be required to recognize such Stewards or Grievance Committee members. While employed, and for the eight (8) months immediately following the end of a period of employment, a Steward shall continue to be recognized until further written notice from the Union indicating otherwise.

ARTICLE 11: PROGRESSIVE DISCIPLINE

- 11:01 The Employer shall not discipline without just cause, and shall have due regard for the principles of progressive discipline.
- 11:02 Progressive discipline refers to the concept of disciplinary measures being corrective in nature, proportional to the seriousness of the issue, and normally increasing in severity in the event of repetition of the same or similar occurrences. The Employer reserves the right to respond to serious circumstances as necessary.
- 11:03 An employee who is disciplined shall receive a copy of any written disciplinary notice, and the reasons therefor. The Union will also receive a copy of the notice within one (1) working day (24 hours).
- 11:04 When the Chair or Designated Authority of a Department summons an employee for an interview to investigate a matter which may be the subject of disciplinary action which will be recorded in the employee's employment file, the Chair or Designated Authority will inform the employee of the employee's right to have the employee's Union Steward (or other Union Representative) present, and will inform the employee, in writing, of the nature of the allegations to be discussed. If the employee requests representation by the employee's Union Steward (or other Union Representative), the Chair or Designated Authority will arrange for such representation without undue delay, and without further discussion of the matter with the employee concerned.
- 11:05 If the investigation and/or meeting does not result in disciplinary action, including an oral or written warning, then all record of the matter and the interview will be destroyed. The Employer will remove warnings and reprimands in an employee's personnel file that are more than thirty-six (36) months old, unless the employee has a subsequent warning for an offence during that period.
- 11:06 All disciplinary investigations shall be treated as confidential.
- 11:07 Nothing in this Article shall be construed in such a manner as to prevent the normal discussion between supervisors and employees concerning standards, expectations, or performance of work.

The supervisor may investigate, identify, and comment on unacceptable or unsatisfactory acts or omissions and set a reasonable time in which to correct the problem. [*See also Article 18: Employee Evaluation and Records*].

- 11:08 The Chair or Designated Authority of the employing Department shall be the sole Department authority responsible for issuing warnings, reprimands, or more serious disciplinary sanctions. The Chair may take into account, when setting a reasonable time for improvement, the discussions that have taken place between the supervisor and the employee on this matter.

ARTICLE 12: GRIEVANCE PROCEDURE

Definition

- 12:01 (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. Employment under the provisions of the Collective Agreement is a prerequisite for the filing of a grievance.

Hiring Grievances

- 12:01 (b) (i) A qualified applicant for a specified posted position of at least four (4) months' duration (two (2) months' duration if the position is for a half course offered over two (2) months in the summer academic session), who has been employed in the hiring Department for at least four (4) months within the past sixteen (16) months (at least two (2) months if the employment was a half-course offered over two (2) months in the summer academic session) shall have the right to file an individual grievance concerning the hiring decision, commencing at Step 1, in the event of a complaint of an improper hiring decision which resulted in the applicant not being selected for the position.

- 12:01 (b) (ii) - Sessional Lecturer II

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

- a) the department posting the position in dispute is the department that previously advanced the applicant to Sessional Lecturer II status, and
- b) The applicant has previously taught in the hiring Department the course in question or another version of it.

Time Limits – Hiring Grievances

- 12:01 (c) Hiring grievances shall be presented within fifteen (15) working days of the date of the notice of outcome of applications sent pursuant to Article 14:15, Article 15:14, or Article 17:11, as the case may be.

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

Statement of Grievance

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

Copy to Human Resources

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

Time Limits - Grievance Procedure

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

Complaint Stage (Optional)

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

Individual Grievances

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

Step 2: (MULTI-DEPARTMENT FACULTIES AND COLLEGES): If the grievance is not resolved at Step 1 (Departmental level), then, within ten (10) working days, the written grievance may be referred to the Designated Authority of the employee's Faculty or College. The Designated Authority (or the designated representative of the Designated Authority) of the employee's Faculty

or College will give a written decision to the employee and the Grievance Officer within ten (10) working days after receipt of the grievance at Step 2. Grievances which would otherwise proceed from Step 1 to Step 2 may proceed from Step 1 to Step 3 if arranged by mutual agreement in writing between the parties hereto prior to the expiry of the initial time limit for referral to Step 2. When mutual agreement with respect to such a request is reached, the time limit for referral from Step 1 to the next step (Step 3) shall be extended by ten (10) working days to a total of twenty (20) working days, and the time limit for response at Step 3 shall be extended from ten (10) working days after receipt of the grievance at Step 3 to twenty (20) working days after the receipt of the grievance at Step 3.

Step 3: If the grievance is not resolved at Step 2, in the case of multi-Department Faculties or Colleges, or at Step 1, in the case of unitary Faculties and separate Departments, then, within ten (10) working days, the written grievance may be referred to the Vice-President, Human Resources & Equity (or designated representative of the Vice-President, Human Resources & Equity), transmitted by a letter signed by the Chair or Grievance Officer of the Union. The Vice-President, Human Resources & Equity (or designated representative of the Vice-President, Human Resources & Equity) will give a written decision to the Chair or Grievance Officer of the Union within ten (10) working days after receipt of the grievance at Step 3. If the grievance is not resolved at Step 3, the Union may refer the grievance to arbitration pursuant to Article 13 of the Collective Agreement, within fifteen (15) working days thereafter.

Group Grievance

12:08 A group grievance, which is defined as an alleged violation of this Agreement concerning two (2) or more employees employed in the same Department, follows the same procedure as the individual grievance procedure.

Policy Grievance

12:09 A policy grievance of the Employer, or a policy grievance of the Union which is distinguished from an individual employee's grievance or a group grievance, and which is defined as a difference arising between the Employer and the Union as to the interpretation or alleged violation of a specified provision or provisions of this Agreement affecting the Employer or the Union as such, shall be reduced in writing, signed by the Chair (or the designated representative of the Chair) of the Union, or the Vice-President, Human Resources & Equity (or the designated representative of the Vice-President, Human Resources & Equity), as the case may be, and submitted to:

- (a) for cases involving more than one (1) Department, all within a multi-Department Faculty or College, to the Designated Authority of the employee's Faculty or College;
- (b) in all other cases, to the Vice-President, Human Resources & Equity (or the designated representative of the Vice-President, Human Resources & Equity);

or the Chair of the Union (or the designated representative of the Chair), as the case may be, within forty-five (45) working days after the occurrence of the matter which is the subject of the grievance. It is expressly understood that the provisions of this paragraph may not be used by the Union to institute or duplicate any individual or group grievance directly affecting an employee or employees (which such employee(s) could personally initiate, thereby passing or paralleling the regular grievance procedure, whether or not such individual or group grievance has been filed). The initiating party in its written grievance must state the nature and basis of the grievance clearly and fully. The responding party shall provide a written response within fifteen (15) working days

after receipt of the grievance. If the grievance is not resolved, the initiating party may notify the other party in writing within a period of fifteen (15) working days that it intends to proceed to arbitration pursuant to Article 13 of this Collective Agreement.

Suspension or Discharge Grievance

12:10 In the case of an employee who has been suspended or discharged, the employee may submit a grievance, in writing, signed by the employee, at Step 2 of the Grievance Procedure (or at Step 3, if the employee is employed in a unitary Faculty or College), within five (5) working days after the employee's suspension or discharge. The Designated Authority at Step 2 (or Step 3 in the case of a unitary Faculty or College) shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer in writing within a further period of five (5) working days that it intends to proceed to Step 3 of the Grievance Procedure (or to arbitration pursuant to Article 13 of this Collective Agreement in the case of a unitary Faculty or College). The Vice-President, Human Resources & Equity (or the designated representative of the Vice-President, Human Resources & Equity) shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance at Step 3. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer, in writing, within a further period of five (5) working days that it intends to proceed to arbitration pursuant to Article 13 of this Collective Agreement.

Discrimination Grievance

12:11 In the case of an employee who is grieving a violation of Article 4: No Discrimination, and where there is an individual party named who is also an employee of the University of Toronto and whose behaviour is alleged to be discriminatory, the Union may bring forward in writing to the Director of Labour Relations, a request on behalf of the grievor to discontinue contact with this person in their employment relationship on an interim basis. The Employer shall respond in writing and normally within five (5) working days of such a request. If the Employer agrees to such an arrangement to separate the parties, it shall be on a "without prejudice" basis. The Employer and the Union agree to treat requests to discontinue contact and responses to such requests as confidential to those directly involved.

ARTICLE 13: ARBITRATION

13:01 If a grievance is not settled at Step 3, either party may notify the other within a further period of fifteen (15) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a statement of the issue in dispute, and a statement of the type of remedy sought by the party from an arbitrator.

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

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

William Kaplan
Russell Goodfellow

Mary Ellen Cummings
Deborah Leighton
TBA
Martin Teplitsky

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

- 13:03 An arbitrator shall not have the authority to make any decision which is inconsistent with the terms of the Agreement nor to add to or amend any of the terms of the Agreement. The jurisdiction of the arbitrator shall be confined to the issue in dispute. The decision of the arbitrator shall be final and binding upon the parties.
- 13:04 In the event that an arbitrator deals with a matter relating to discharge, suspension or disciplinary action, then the arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award he/she may deem just and reasonable which would be consistent with the terms of the Agreement.
- 13:05 The parties shall jointly and equally bear the fees and expenses of the arbitrator.
- 13:06 Either party may request the establishment of a board of arbitration in respect of any grievance submitted for arbitration. In such a case, the parties shall each appoint a nominee to the board of arbitration and the chairperson of the board of arbitration will be one of the arbitrators set out in Article 13:02 above or such other chairperson as the two nominees appointed by the parties otherwise agree. Each party shall bear the fees and expenses of its own nominee to an arbitration board, and the parties shall jointly and equally bear the fees and expenses of the Chairperson. The provisions of Articles 13:01, 13:03, 13:04, 13:07, and 13:08 apply to a board of arbitration. The decision shall be unanimous or one reached by the majority of the members of the board; provided, however, that if there is no majority decision of the board then the decision of the Chairperson shall constitute the final and binding decision of the board.
- 13:07 Saturdays, Sundays and University holidays will not be counted in determining the time within which action is to be taken or completed under the Grievance Procedure.
- 13:08 Time limits set forth in this article may be extended by mutual agreement in writing between the parties hereto.

ARTICLE 14: APPOINTMENTS: SESSIONAL LECTURERS

- 14:01 Posting and hiring of Sessional Lecturers shall be in accordance with the following provisions.
- 14:02 Sessional Lecturers are required to be superior classroom teachers and to maintain a mastery of the subject area. The duties of Sessional Lecturers shall include the normal duties associated with the design and teaching of university degree credit courses or sections of courses. These may include the preparation and delivery of course content, including lectures and/or seminars; creation of course ware; the development and administration of assignments, tests and examinations; the marking and grading of student work and the submission of grades to

appropriate University officials in accordance with policy; the maintenance of reasonable hours of student contact outside of scheduled contact hours; and the supervision of the day-to-day work of any Sessional Instructional Assistants or Teaching Assistants assigned to the course. There is no expectation of or requirement for research or administrative service.

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

Postings

14:03 Each Department that may engage Sessional Lecturers under this Collective Agreement shall maintain a continuously-posted Notice containing the following information:

- (1) The process for interested persons to submit an application for consideration in the event that sessional instructional staff are needed
- (2) The name, address and email address of the person designated to receive applications
- (3) Information concerning when decisions regarding Winter, Fall, Spring and Summer courses are generally made
- (4) A note that unexpected vacancies may arise at any time
- (5) A statement that preference in hiring is given to qualified persons holding the rank of Sessional Lecturer II
- (6) A statement that this notice is posted pursuant to the CUPE 3902 Unit 3 collective agreement.

This notice may also be posted on a Department's web site.

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

Composition of Pool

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

- All Sessional Lecturers who are teaching in that Department during the current academic year or who have taught for that Department within the previous academic year
- All Sessional Lecturers II 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 twelve (12) months

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. qualifications
9. a brief description of the duties
10. the closing date and procedure for a pool member to indicate interest in being considered for the position

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

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

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

The Union shall be copied on the email.

- 14:07 Departments shall post anticipated vacancies as far in advance as possible. To the extent possible, Departments shall announce in the Winter Session positions to be filled in the Summer and Fall terms, and in the Fall Term, positions to be filled in the Spring Term. 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 twenty (20) working days before the Department may fill the vacancy. Unanticipated vacancies may be filled after posting for fewer than twenty (20) working days, but not fewer than two (2) working days.

Application

- 14:08 All applicants for positions must apply directly and in writing in the required format together with a curriculum vitae to each of the hiring Departments in which employment is sought. All persons who are in a Department's pool at the time of an unanticipated posting as described in 14:07 shall be deemed to have applied for any positions posted in this manner.
- 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.

- 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 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 qualifications required for a position, ability, academic qualifications, currency and mastery of the subject matter, and past teaching experience shall be the criteria used in selection of the most qualified applicant.

It is understood and agreed that the University's desire to provide meaningful academic employment to its recent Ph.D. graduates is important. Therefore, for the duration of this Collective Agreement, Departments may include this criterion in making hiring decisions. In addition, the parties agree to study this issue through the Labour/Management Committee with a view to making proposals for the next round of collective bargaining.

When choosing between two qualified candidates who are relatively equal, preference shall be given to the candidate who has the most experience teaching the particular course (or closely related course). In the event that each such candidate has the same experience teaching the course (or closely related course), preference shall be given to the candidate who has taught the course (or closely related course) most recently.

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

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 fifteen (15) 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.

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

- 14:16 Once a position has been accepted by an applicant more than two (2) months prior to the commencement of the first class, if the position is eliminated less than two (2) months prior to the

commencement of the first class, the Employer shall endeavour to offer another position or bundle of duties at least equivalent to the position originally accepted by the affected employee. Any such offer shall not be subject to the posting and selection provisions of this Article. In the event that no such position can be offered, the Employer shall pay the affected employee according to the following scale:

- (1) where the position has been eliminated less than two (2) months and more than one (1) month prior to the commencement of the first class, the employee shall be paid ten percent (10%) 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 twenty percent (20%) 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 forty percent (40%) 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.

ARTICLE 15: APPOINTMENTS: SESSIONAL INSTRUCTIONAL ASSISTANTS

- 15:01 Posting and hiring of Sessional Instructional Assistants shall be in accordance with the following provisions.
- 15:02 The parties agree that with respect to the hiring of Sessional Instructional Assistants, the provision extending preference in hiring to students enrolled in the School of Graduate Studies of the University of Toronto or prospective graduate students who have made application to be so enrolled, contained in Article 16:03(a) of the collective agreement between the University of Toronto and CUPE Local 3902, Unit 1, shall be recognized as taking precedence as between CUPE Local 3902, Unit 3, and CUPE Local 3902, Unit 1. However, the foregoing will not preclude the employment of persons who are not students as established in past practice. Such persons, when employed as Sessional Instructional Assistants, shall be covered by the applicable provisions of the Unit 3 collective agreement with respect to their employment.
- 15:03 It is understood and agreed that the precedence extended to graduate students or prospective graduate students, as set out in Article 15:02, may preclude advance posting of vacancies for Sessional Instructional Assistants.

Postings

- 15:04 Each Department anticipating that it will hire a person or persons who would be employed as Sessional Instructional Assistants under this Collective Agreement shall maintain a continuously-posted Notice containing the following information:
- (1) The process for interested persons to submit an application for consideration in the event that Sessional Instructional Assistants are needed
 - (2) The name, address and email address of the person designated to receive applications
 - (3) Information concerning when decisions regarding Winter, Fall, Spring and Summer courses are generally made

- (4) A note that unexpected vacancies may arise at any time
- (5) A statement that this notice is posted pursuant to the CUPE 3902 Unit 3 collective agreement.

This notice may also be posted on a Department's web site.

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

Composition of Pool

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

- All Sessional Instructional Assistants who are employed in the hiring Department during the current academic year or who have been employed for that Department within the previous academic year
- Any person who has submitted a Curriculum Vitae and application within the past twelve (12) months

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

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

1. the title and number of the course
2. the course description
3. an estimate of the number of positions available
4. an estimate of the course enrolment
5. hours of work
6. class schedule
7. sessional dates of appointment
8. salary
9. qualifications
10. a brief description of the duties
11. the closing date and procedure for a pool member to indicate interest in being considered for the position

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

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

The Union shall be copied on the email.

15:08 Departments shall post anticipated vacancies as far in advance as possible. Where possible, the posting shall remain in effect for at least twenty (20) working days before the Department may fill

the vacancy. Unanticipated vacancies (including those resulting from positions posted under the Unit 1 collective agreement but not filled) may be filled after posting for fewer than twenty (20) working days, but not fewer than two (2) working days.

Application

- 15:09 All applicants for positions must apply directly and in writing in the required format together with a curriculum vitae to each of the hiring Departments in which employment is sought. All persons who are in a Department's pool at the time of an unanticipated posting as described in 15:08 shall be deemed to have applied for any positions posted in this manner.
- 15:10 Persons not in the pool on the date of the email notification may apply and be considered provided that their applications are received by the closing date specified in the email.
- 15:11 Provided that the applicable posting period has expired, a position may be filled at any subsequent time from among the applicants whose applications have been received in the Department prior to the closing date specified.

Hiring Criteria

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

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

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

Notice of Appointment

- 15:14 All applicants shall be advised in writing of the outcome of their applications within fifteen (15) 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.

ARTICLE 16: APPOINTMENTS: WRITING CENTRES

- 16:01 Posting and hiring of Writing Instructors in Writing Centres shall be in accordance with the following provisions.
- 16:02 The status of Writing Instructor II is reserved for individuals with advanced degrees or with significant professional accomplishment, who have been employed as Writing Instructors I for at least four (4) academic years and who have been so employed for a minimum of six hundred (600) hours; and who have been advanced to this status following a review process as specified in Appendix B: Advancement – Writing Centres, and where a positive recommendation for advancement has been approved by the Chair and by the Division Head.

Postings

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

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

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

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

Composition of Pool

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

- All Writing Instructors who are employed in the hiring Writing Centre during the current academic year or who have been employed by that Writing Centre within the previous academic year
- All Writing Instructors II advanced to that status by the hiring Writing Centre who have been employed by that Writing Centre within the previous three (3) academic years
- Any person who has submitted a Curriculum Vitae and application within the past twelve (12) months.

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 course:

1. the nature of the assignment
2. the assignment description
3. an estimate of the number of positions available
4. hours of work
5. schedule information
6. sessional dates of appointment
7. salary
8. qualifications
9. a brief description of the duties

10. the closing date and procedure for a pool member to indicate interest in being considered for the position

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

- 16:06 An email notification of each such job posting will be sent to each person forming part of the pool on the date of the email. A copy of the job posting may also be posted on the Writing Centre's bulletin board and/or on the Writing Centre's web site. The Union shall be copied on the email.
- 16:07 The Writing Centre shall post anticipated vacancies as far in advance as possible. Except in the case of vacancies that could not be reasonably anticipated (including, but not limited to those caused by illness, incapacity, death, resignation or unavailability of the person originally scheduled, or an unanticipated change in funding), the posting shall remain in effect for at least twenty (20) working days before the Writing Centre may fill the vacancy. Unanticipated vacancies may be filled after posting for fewer than twenty (20) working days, but not fewer than two (2) working days.

Application

- 16:08 All applicants for positions must apply directly and in writing in the required format 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.
- 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.

Hiring Criteria

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

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

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

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

Notice of Appointment

16:13 All applicants shall be advised in writing of the outcome of their applications within fifteen (15) 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.

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.

ARTICLE 17: APPOINTMENTS: FACULTY OF MUSIC

17:01 Posting and hiring of Unit 3 staff in the Faculty of Music shall be in accordance with the following provisions.

17:02 Posting and hiring of Sessional Instructional Assistants shall be in accordance with the provisions of Article 15, Appointments: Sessional Instructional Assistants.

17:03 Posting and hiring for classroom teaching positions and positions in music coaching or performance music in the Faculty shall be in accordance with the provisions of Article 14, Appointments: Sessional Lecturers, subject to Article 17:04.

17:04 Positions in music coaching or performance music may be divided into units below the course-equivalent level, in accordance with past practice. It is understood and agreed that the distribution of assignments within areas of specialty remains with the Faculty.

17:05 It is understood and agreed that some persons, in addition to employment as Sessional Lecturers I or II, may also be further employed in the areas described in 17:06.

Other Music Professionals

17:06 Other employment of music professionals, including but not limited to the areas of applied lessons, movement coaching, short-term adjudications and as accompanists, shall not be subject to the provisions of Article 14 or Article 15. A list of persons employed in these capacities within the past academic year shall be compiled and provided to the Union annually, not later than September 30th of each year.

17:07 In addition to the pools maintained for Sessional Instructional Assistants, and for Sessional Lecturers, the Faculty shall maintain a pool consisting of:

- All other music professionals (including but not limited to the areas of applied lessons, short-term adjudications and as accompanists) who are employed in the Faculty during the current academic year or who have been employed in the Faculty within the previous three (3) academic years
- Any person who has submitted a Curriculum Vitae and application within the past twelve (12) months with respect to such employment

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

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

17:09 (a) The posting and application process need not be followed in the following circumstances: visiting artists or composers, writers in residence, music ensembles in residence, or other artists/professionals in residence.

(b) The Department shall inform the Union, without undue delay, of the name of each person selected under 17:09(a), and the course(s) to be taught.

Hiring Criteria – Other Music Professionals

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

Notice Of Appointment – Other Music Professionals

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

ARTICLE 18: EMPLOYEE EVALUATION AND RECORDS

18:01 A Department may evaluate each employee's work performance in writing using methods appropriate to that Department, at or near the end of each course if possible. It is understood that the ability to conduct written performance evaluations does not preclude informal course feedback.

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

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.

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 evidence of unsatisfactory performance in either the discipline procedure or in arbitration. Departments may make use of student evaluations as an element in the Department's method for assessing work performance.
- 18:05 A performance evaluation conducted under this Article shall not be the subject of a grievance except in the event of an allegation or complaint of discrimination as defined in Article 4:01.

Employee Comments

- 18:06 The employee has the right to comment, in writing, on his/her performance evaluation. The evaluation, including comments, if any, from the employee, shall be placed in the employee's employment file.

Employment File

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

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

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

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

Union Conventions

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

Academic Conferences

19:03 An employee who has been invited to deliver a paper, chair a session, or serve as a discussant at an academic conference may utilize the provisions of Article 19:01 (Short-Term Leave) for the time necessary to travel to and from the conference, and to discharge his/her obligations at the conference.

Absence from Work for Union Business - Negotiations

19:04 (a) The Union shall advise the Employer in writing of all members of the Union bargaining committee. For the purpose of negotiations between the parties and as provided in and pursuant to Articles 27:01 and 27:02, the Employer agrees to pay not more than five (5) members of the Union bargaining committee the equivalent of five (5) hours' pay at the Sessional Instructional Assistant rate in respect of each attendance at scheduled negotiations with the Employer. Such payment shall be in addition to any payments resulting from employment in this bargaining unit.

19:04 (b) Where a member of the Union bargaining committee encounters an unavoidable conflict between any scheduled contact hours arising from current employment in this bargaining unit and attendance at a scheduled negotiation meeting with the Employer, the member of the Union bargaining committee shall be entitled to attend the negotiation meeting without loss of pay. The affected member shall provide his/her supervisor(s) with as much advance notice as possible, and shall endeavour to utilize the provisions of Article 19:01 wherever feasible.

Absence from Work for Union Business – Grievances

19:05 Where attendance at a grievance meeting or an arbitration hearing unavoidably conflicts with any scheduled contact hours arising from current employment in this bargaining unit, those Union Stewards, Officers, grievors and witnesses whose presence is required shall be entitled to attend without loss of pay. The affected member shall provide his/her supervisor(s) with as much advance notice as possible, and shall endeavour to utilize the provisions of Article 19:01 wherever feasible.

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

Union Leave

19:07 An employee who is appointed, selected or elected to work for the Union (including the CUPE National and/or any labour bodies to which the Union is affiliated) shall at the written request of the Union receive a temporary leave of absence for a period not to exceed the remainder of the

employee's current period of employment, or the term of office, whichever is shorter. Employees on such leaves of absence will continue to be paid by the Employer, but the Union shall reimburse the Employer for such wages and benefit payments upon receipt of a statement of the amount owing.

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

Pregnancy Leave

- 19:09 (a) A pregnant employee shall be granted a pregnancy leave of absence of up to seventeen (17) weeks upon written request submitted at least two (2) weeks in advance stating that she is pregnant and the probable date of delivery. Where the Department requests a certificate from a legally qualified medical practitioner (e.g. physician, obstetrician/gynaecologist, midwife) confirming this information, such certificate shall be provided without undue delay.
- (b) The employee and the employing Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of a leave may not extend beyond the ending date of the employee's current period of employment in that Department.
- (c) Leaves of ten (10) weeks or less shall not result in an interruption of regular monthly instalments. Leaves longer than ten (10) weeks shall be without pay for the period which exceeds the first ten (10) weeks of such leave.
- (d) An employee may return to work within the original period of employment upon giving two (2) weeks' notice in writing of her intention to do so or upon confirming her previous arrangement for return. The employee shall be reinstated to her position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of her original period of employment.
- (e) In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may begin her leave, but shall notify her employing Department as soon as possible, but no later than ten (10) working days subsequent to her first day of leave. The employee shall provide, at the Employer's expense, a doctor's certificate from a legally qualified medical practitioner (e.g. physician, obstetrician/gynaecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth.

Parental Leave

- 19:10 (a) An employee who has been employed for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay for up to thirty-five (35) weeks following (a) the birth of the child; or (b) the coming of the child into the custody, care and control of a parent for the first time.
- (b) An employee who has not taken pregnancy leave is entitled to a leave of absence without pay of up to thirty-seven (37) weeks.

- (c) Application for such leave shall be submitted in writing to the employing Department at least two (2) weeks in advance, indicating the date on which the leave is to begin. Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. Parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- (d) In the case where the employee who is the parent of a child stops working because the child comes into the custody, care and control of the parent for the first time sooner than expected, the employee must provide written notice that he/she wishes to take leave within two (2) weeks of stopping work.
- (e) The employee and the employing Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of the leave may not extend beyond the ending date of the employee's current period of employment in that Department.
- (f) An employee may return to work within the original period of employment upon giving four (4) weeks' notice in writing of his/her intention to do so or upon confirming his/her previous arrangement for return. The employee shall be reinstated to his/her position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of his/her original period of employment.

Paternity Leave

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

Bereavement Leave

- 19:12 In the event of a death in the immediate family, an employee who holds a position which involves contact hours shall be entitled, upon request in advance, if possible, to no fewer than three (3) consecutive days leave from scheduled contact hours per session without loss of pay. If extensive travel is required, the employee shall be permitted no fewer than five (5) consecutive days leave from scheduled contact hours per session without loss of pay.

Compassionate Leave

- 19:13 Upon request, an employee shall be granted leave without pay for up to one (1) week to attend to an ill relative, spouse, or close associate, at the employee's request.

Jury Duty Leave

- 19:14 Upon written request, supported by a copy of his/her summons, an employee shall be granted leave without loss of pay for up to the duration of the current period of employment to appear for, sit for, or serve jury duty, or Crown witness service, provided that upon return to work he/she shall provide his/her supervisor with written confirmation of the date(s) and time(s) on which he/she appeared and/or served, signed by an appropriate official of the Court.

Sick Leave

- 19:15 (a) Sessional Lecturers who are unable to attend regularly scheduled classroom or contact hours due to illness or injury, shall be granted up to five (5) days of sick leave per academic session. To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify his/her supervisor and the Chair or Designated Authority of the employing Department as to the expected duration of the illness/injury.
- (b) Sessional Instructional Assistants, Writing Centre Instructors and other Music Professionals who are unable to attend regularly scheduled classroom or contact hours due to illness or injury, shall be granted sick leave on the following basis:
- | | |
|--|----------------------|
| Employed for 240 hours or more per academic session: | Up to three (3) days |
| Employed for 140 – 239 hours per academic session: | Up to two (2) days |
| Employed for 50 – 139 hours per academic session: | Up to one (1) day |
- To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify his/her supervisor and the Chair or Designated Authority of the employing Department as to the expected duration of the illness/injury.
- (c) Notwithstanding the foregoing, in the event that an employee is expected to mark and/or grade during a period of sickness, every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading after his/her sickness.
- (d) Sick leave credits shall not accumulate from one period of employment to another. Employees may be required to provide a physician's certificate, at the Employer's expense, upon return to work. All certifications by medical practitioners respecting sickness or injury shall be confidential.

Substitution During Absence

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

ARTICLE 20: HOLIDAYS

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

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

nor on any holiday declared by the President of the University of Toronto. An employee shall be entitled to observe holidays of the employee's religion other than those specified above; however,

except in situations where it is not possible to do so, the employee shall notify the employee's supervisor in writing of the employee's intention at least two (2) weeks prior to the said holiday.

ARTICLE 21: CANCELLATION OF HOURS

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

ARTICLE 22: WAGES

22:01

(a) Sessional Lecturers I

Effective September 1, 2006, the minimum stipend rate inclusive of vacation pay shall be: \$12,050

Effective September 1, 2007, the minimum stipend rate inclusive of vacation pay shall be: \$12,550

Effective September 1, 2008, the minimum stipend rate inclusive of vacation pay shall be: \$13,000

(b) Sessional Lecturers II

Effective September 1, 2006, the minimum stipend rate inclusive of vacation pay shall be: \$13,050

Effective September 1, 2007, the minimum stipend rate inclusive of vacation pay shall be: \$13,550

Effective September 1, 2008, the minimum stipend rate inclusive of vacation pay shall be: \$14,000

(c) Faculty of Music – Other Music Professionals

Category	Effective Date	Minimum Hourly Rate
Applied Lessons/Music Coaching	September 1, 2006	\$75.25
	September 1, 2007	\$77.25
	September 1, 2008	\$79.65
Accompanist (non-teaching)	September 1, 2006	\$46.30
	September 1, 2007	\$47.60
	September 1, 2008	\$49.00
Recital Adjudication	September 1, 2006	\$57.60
	September 1, 2007	\$59.20
	September 1, 2008	\$60.90

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

(d) Writing Instructors I

Effective September 1, 2006, the minimum hourly rate shall be:	\$37.00
Effective September 1, 2007, the minimum hourly rate shall be:	\$38.00
Effective September 1, 2008, the minimum hourly rate shall be:	\$40.00

(e) Writing Instructors II

Effective September 1, 2006, the minimum hourly rate shall be:	\$40.00
Effective September 1, 2007, the minimum hourly rate shall be:	\$41.00
Effective September 1, 2008, the minimum hourly rate shall be:	\$43.00

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

(f) Sessional Instructional Assistants

Effective September 1, 2006, the minimum hourly rate shall be:	\$35.11
Effective January 1, 2007, the minimum hourly rate shall be:	\$35.29
Effective September 1, 2007, the minimum hourly rate shall be:	\$36.17
Effective January 1, 2008, the minimum hourly rate shall be:	\$36.35
Effective September 1, 2008, the minimum hourly rate shall be:	\$TBA (per unit 1)

The rate of pay for Sessional Instructional Assistants shall include an additional 4% as vacation pay (payable with each pay), so that they receive the same rate of pay established for SGS II teaching assistants covered by the CUPE 3902 Unit 1 collective agreement.

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

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

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

ARTICLE 23: GENERAL**Office Space**

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

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

[See Joint Letter of Intent – Duplicate Provisions]

Bulletin Boards

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

[See Joint Letter of Intent – Duplicate Provisions]

Office Facilities

- 23:03 (a) Departments shall ensure that insofar as possible, consistent with the physical facilities available to the Department, employees shall be provided with an appropriate place for holding office consultations with students, and with the use of such other facilities and equipment as are required for the performance of their duties, with due regard for the need for student confidentiality. Such facilities shall include access to a computer (including Internet) and a telephone where such access is required for the performance of assigned duties. Departments shall ensure that employees have secure storage space in the Department for the storage of course materials.
- (b) Employees shall have the right to use photocopy equipment on the same basis as other members of the teaching staff in their Department of employment as required for the performance of their assigned duties.

Mailboxes

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

Books and Materials

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

Library Cards

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

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

Internet Access

- 23:07 Employees covered by this Agreement shall be given access to the University of Toronto computer network (including, for example, UTOEmail dial-up tokens) on the same basis as other course instructors.

ARTICLE 24: HEALTH AND SAFETY

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

ARTICLE 25: GROUP RRSP

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

Administration

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

Features

25:03 The GRRSP shall have the following features:

- (a) Participation will be open to Sessional Lecturers in the CUPE Local 3902 Unit #3 bargaining unit who are employed for a minimum period of four (4) months.
- (b) Participation in the GRRSP will be voluntary. Each participant is independently responsible for ensuring that he/she has sufficient RRSP contribution room in each year of participation.
- (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 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) Participating employees may transfer other RRSP funds into the GRRSP, subject to tax rules and any regulations of the external provider of the GRRSP.
- (f) Administration and investment management fees will be borne by the participating employees.
- (g) 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.
- (h) Participating employees will not remove funds from the GRRSP during the plan year. However, at the end of any plan year, an employee (or former employee) may close their GRRSP account and have its balance either paid out or redirected to a financial institution of the employee's (or former employee's) choice. The employee (or former employee) assumes sole responsibility for any such choice and its consequences, including any taxes payable.

University of Toronto Pension Plans

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

ARTICLE 26: HEALTH CARE SPENDING ACCOUNT

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

Administration

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

Eligibility

26:03 Eligible employees are:

- (a) Sessional Lecturers who are employed to teach one half-course or more in an academic year
- (b) Employees paid on an hourly basis (Sessional Instructional Assistants, Writing Instructors and Other Music Professionals) who are employed for a minimum of no less than one hundred and sixty (160) hours in an academic year.

Enrollment

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

Features

26:05 The HCSA shall have the following features:

- (a) The HCSA is for reimbursement for eligible medical expenses, which are those considered eligible expenses under the *Income Tax Act*, such as crutches, prescription eyewear, prescription drugs, some OTC medications, physiotherapy or registered massage therapy, chiropractic treatments, cost of private health care premiums.
- (b) Original receipts must accompany all claims for reimbursement.
- (c) Eligible expenses must be incurred on or after the date of the employee's HCSA allocation, and on or before the end of the plan year for which the allocation is made.
- (d) Eligible claims may be submitted not later than sixty (60) days beyond the end of the plan year. Any unused balance remaining after this period will be forfeited.
- (e) The reimbursements are not taxable under current Income Tax Act rules.

Access After Allocation

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

Allocations

26:07

Plan Year	Sessional Lecturers (per half course)	Employees Paid on an Hourly Basis (employed for 160 hours or more)
September 1, 2006 – August 31, 2007	\$200 (to a maximum of \$1,000)	---
September 1, 2007 – August 31, 2008	\$250 (to a maximum of \$1,250)	\$250
September 1, 2008 – August 31, 2009	\$275 (to a maximum of \$1,375)	\$275

University of Toronto Health and Dental Plans

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

ARTICLE 27: TERM OF AGREEMENT

27:01 This Agreement shall continue in full force and effect until August 31, 2009, and thereafter shall automatically renew itself for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

Negotiations

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

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

ARTICLE 28: DEFINITIONS**Working Day**

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

Department

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

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

Supervisor

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

Academic Session

28:04 The term “academic session,” as used in this Collective Agreement, refers to that period of time which begins with undergraduate registration (usually in September) and continues through to the last day for completion of marking of final examinations (usually in May); or that period of time which begins with undergraduate registration (usually in May) and continues through to the last day of completion of marking of final examinations (usually in August). Each academic session consists of two terms; in the Winter session, the “Fall term” (September to December), and the “Spring term” (January to May). The dates applicable to a given employee will be those appropriate to the particular Department in which the employee is employed.

Academic Year

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

Immediate Family

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

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on February 09, 2007.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Vice President, Human Resources & Equity

Secretary, Governing Council

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902 UNIT 3

Chair

Secretary – Treasurer

APPENDIX A: Advancement Process

Eligibility

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

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

Special Circumstances: Employment in Two (2) Departments

Where the candidate has worked for two (2) departments, once the candidate has taught at least four (4) half courses in each department, and has taught in at least four (4) of the past seven (7) years:

Prior to making his/her written request to initiate the advancement process, the candidate may request that the Chair of one Department undertake to recognize the courses taught in the other Department 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. Granting of the request is at the sole discretion of the Chair of the Department to which the request is made.

A maximum of two (2) half courses or the equivalent as a Course Instructor in Unit 1 may be included in calculating a candidate's eligibility.

Process

Once a candidate meets the eligibility criteria, the candidate may, by letter to the Chair of the employee's prospective advancing department, request the initiation of the advancement process. The candidate's letter must be received not later than September 1 (by July 31 if possible) of the year in which the request is made.

The Chair of the candidate's advancing department will respond in writing to the candidate, advising the candidate of the names of the Advancement Committee, which shall be composed of the Chair (who shall act as Chair of the Committee), another relevant academic administrator, and two (2) or three (3) other members of the teaching staff, appointed by the Chair. Where possible, one of the members of the Committee shall be a member of the CUPE Local 3902 Unit #3 bargaining unit who holds the rank of Sessional Lecturer II in the department, provided the member agrees to so serve. At the Chair's discretion, Committee member(s) may be drawn from more than one department.

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

The Chair shall designate a member or members of the Committee to observe the candidate in the classroom as a critical and requisite part of the advancement process. If requested by the candidate in advance of formal initiation of the advancement process, the Chair may arrange for the classroom observation to be conducted during the candidate's final qualifying course or courses.

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

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

- A curriculum vitae, which shall include a complete list of all courses taught 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

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

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

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

Confidentiality

The Committee's deliberations shall be confidential.

Outcomes

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

The Chair shall advise the candidate in writing of the outcome of the advancement process by December 31st, or before if possible.

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

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

Appeals

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

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

In the event that the candidate is not satisfied with the decision of the Division Head (or designate), he/she shall have the right to request, within ten (10) 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 shall be established to review decisions which do not result in advancing the candidate to the rank of Sessional Lecturer II.

The Panel shall be composed of three (3) members and three (3) alternate members who are full-time faculty members of the University of Toronto, each from a different Department. The Union and the University shall each propose the names of prospective members until six (6) mutually-agreeable names have been identified.

A member of the Panel may not participate in a review originating in a Department with which he/she is affiliated. The Director of the Office of Teaching Advancement 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 and teaching dossier; any student evaluations and other documentation relied upon during the initial proceedings)
- The Chair's letter to the candidate
- A written submission from the candidate
- The Division Head's (or designate's) written response to the candidate's submission

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

The Panel'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.

Inaugural (Expedited) Advancement

Any person employed on the date of ratification, who as of that date has taught at least eight (8) half courses or the equivalent in the prospective advancing department (as defined under “Eligibility”) and has taught in at least four (4) of the past six (6) years, is entitled to submit a Curriculum Vitae and teaching dossier to the Chair of his/her prospective advancing department with a written request for inaugural advancement as a Sessional Lecturer II. Each department shall give priority to such requests, and shall establish an expedited process for this purpose. Such requests shall be made within thirty (30) days of ratification.

For purposes of this transition, where the Department has been unable to complete the advancement process, the candidate shall on a without prejudice basis be deemed to be a Sessional Lecturer II for the purposes of hiring as set out in Article 14:12.

If the department subsequently advances the candidate to the rank of Sessional Lecturer II, any wage increase will be retroactive to September 1, 2005, or January 1, 2006, as appropriate.

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 Humanities at UTSC); 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.

APPENDIX B: Advancement Process – Writing Centres

Eligibility

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

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

Special Circumstances: Employment in Two (2) Writing Centres

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

Prior to making his/her written request to initiate the advancement process, the candidate may request that the Chair 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. Granting of the request is at the sole discretion of the Chair of the Writing Centre to which the request is made.

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 1 (by July 31 if possible) of the year in which the request is made.

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

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

The Committee Co-chairs shall designate a member or members of the Committee to observe the candidate in the course of his/her Writing Centre duties as a critical and requisite part of the advancement process. If requested by the candidate in advance of formal initiation of the advancement process, the Committee Co-chairs may arrange for the observation to be conducted during the candidate's final qualifying period of employment.

Writing Centre student evaluations considered by the Advancement Committee shall be provided by the advancing Writing Centre. Such evaluations may include evaluations of employment in Writing Centres

outside the advancing Writing Centre. The candidate's employment file(s) shall also be available to the Committee.

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

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

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

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

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

Confidentiality

The Committee's deliberations shall be confidential.

Outcomes

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

The Committee Co-chairs shall advise the candidate in writing of the outcome of the advancement process by December 31st, or before if possible.

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

A candidate who is not advanced to the status of Writing Instructor II may be eligible for re-evaluation after a further two (2) years of employment and a minimum of three hundred (300) further hours of employment.

Appeals

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

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

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

University of Toronto Advancement Review Panel

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

A member of the Panel may not participate in a review originating in a Writing Centre with which he/she is affiliated. The Director of the Office of Teaching Advancement 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 and writing instruction dossier; any student evaluations and other documentation relied upon during the initial proceedings)
- The Committee Co-chairs' letter to the candidate
- A written submission from the candidate
- The Division Head's (or designate's) written response to the candidate's submission

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

The Panel'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.

Definitions

For the purposes of this Appendix:

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

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

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

LETTERS OF INTENT

JOINT LETTER OF INTENT: UNION DUES/MEMBERSHIP

February 09, 2007

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

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

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

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

JOINT LETTER OF INTENT: ARBITRATION

February 09, 2007

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

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

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

JOINT LETTER OF INTENT: DUPLICATE PROVISIONS

February 09, 2007

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

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

Office Space

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

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

Bulletin Boards

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

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

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

LETTER OF INTENT: EMPLOYMENT INSURANCE HOURS FOR SESSIONAL LECTURERS

February 09, 2007

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

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

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

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

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

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

LETTER OF INTENT: WORKLOAD REVIEW

February 09, 2007

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

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

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

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

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

LETTER OF INTENT: TRANSITIONAL PROFESSIONAL EXPENSE PROGRAM

February 09, 2007

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

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

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

These payments shall be made annually.

LETTER OF INTENT: EXPENSE REIMBURSEMENT

February 09, 2007

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

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

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

LETTER OF INTENT: WAGES AT OISE/UT

February 09, 2007

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

Employees who received a lump sum adjustment in 2005-2006 arising out of having been 'disadvantaged' by the new arrangement, shall continue to receive the same lump sum payment in each of 2006-07, 2007-08 and 2008-09.

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

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

February 09, 2007

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

The parties agree that the following matter is referred to the Labour Management Committee:

- Hiring of recent Ph.D.s
- Posting of Writing Centre Writing Instructor positions

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

LETTER OF INTENT: WRITING INSTRUCTORS

February 09, 2007

The parties agree that the normal hourly rate for any persons employed as Writing Instructors between September 01, 2006 and the date of ratification will not be reduced during the life of this Collective Agreement.

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

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