



## **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF REGENTS OF VICTORIA UNIVERSITY  
IN THE UNIVERSITY OF TORONTO**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 3902, Unit 2**

**CUPE  
3902**  
University of Toronto  
education workers

Term of the Agreement: January 1, 2018 to December 31, 2020.

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**COLLECTIVE AGREEMENT BETWEEN**

**THE BOARD OF REGENTS OF VICTORIA UNIVERSITY  
IN THE UNIVERSITY OF TORONTO  
(hereinafter called “the Employer”)**

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 3902, Unit 2  
(hereinafter called “the Union”)**

**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**

Bargaining Unit

2:01 The Employer recognizes the Canadian Union of Public Employees, Local 3902, as the sole and exclusive collective bargaining agent for all employees of the Board of Regents of Victoria University in the City of Toronto engaged in teaching, demonstrating, tutoring, or marking/grading, save and except:

- 1) persons employed in connection with courses delivered through Emmanuel College;
- 2) persons employed on contracts of one year or more;
- 3) persons holding continuing academic appointments at the University of Toronto and Victoria University;
- 4) status only appointments;
- 5) visiting academics who hold a full-time academic appointment at another University and are on leave from that University;
- 6) retirees from the University of Toronto or Victoria University;
- 7) 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;
- 8) persons who exercise managerial functions or who are employed in a confidential capacity in matters related to labour relations;
- 9) persons for whom any other trade union held bargaining rights under the *Labour Relations Act* as of 26 May 2004.

### **ARTICLE 3: RESERVATION OF MANAGEMENT RIGHTS**

3:01 The Union acknowledges that it is the right of the Employer to maintain order and efficiency; hire, classify, transfer, promote, demote, layoff, discipline, suspend, or discharge employees; establish and enforce rules and regulations consistent with the provisions of this Agreement, which govern the conduct of the employees; and generally to manage and operate Victoria University. 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 practised in any matter concerning the application of the provisions of this Agreement by reason of: race, ancestry, place of origin, language of origin, colour, ethnic origin, citizenship, creed, religious or political affiliation or belief, sex, gender, sexual orientation, sexual identity and expression, gender identity, gender expression, age, personal appearance, mode of dress, place of residence, record of offences unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment, marital status, same-sex partnership status, family status, disability (including AIDS/HIV status), academic school of thought, nor by reason of the employee's non-membership, membership or activity in the Union.

(b) The employer and the Union recognize that an individual has the right to determine their own gender identity.

#### **Bullying and Personal Harassment**

4.02 Bullying and personal harassment means engaging in any vexatious comment or conduct, written or oral, that has no pedagogical point, that is known, or ought reasonably to be known, to be unwelcome, including threats or a pattern of threatening or aggressive or excluding behavior by a person in the workplace where the person knows or reasonably ought to know that this behavior is unwelcome or is likely to create an intimidating, demeaning or hostile working environment. Personal harassment can take the form of cyberbullying, which includes using electronic media to threaten, embarrass, intimidate, exclude, or damage a person or reputation.

#### **Workplace Harassment**

4.03 In accordance with Victoria University's "Statement on Harassment and Violence in the Workplace", the University is committed to providing an environment where all employees are not subjected to workplace harassment, which could include or take the form of cyberbullying.

Workplace violence includes physical attacks, such as hitting, kicking, shoving, destroying property or threatening behaviour. Workplace harassment includes verbal abuse and any other behaviour that causes humiliation or offence, or is demeaning, where the person engaging in the behaviour knows or ought reasonably to know that it will be unwelcome.

Bullying and personal harassment means engaging in any vexatious comment or conduct,

written or oral, that has no pedagogical point, that is known, or ought reasonably to be known, to be unwelcome, including threats or a pattern of threatening or aggressive or excluding behavior by a person in the workplace where the person knows or reasonably ought to know that this behavior is unwelcome or is likely to create an intimidating, demeaning or hostile working environment. Personal harassment can take the form of cyberbullying, which includes using electronic media to threaten, embarrass, intimidate, exclude, or damage a person or reputation.

In assessing whether workplace harassment may have occurred, the definitions and standards set out in Victoria University's "Statement on Harassment and Violence in the Workplace", although this statement does not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

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

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

## Sexual Harassment

4:04 Sexual harassment shall be considered discrimination under Article 4:01.

4:05 The Employer will provide an environment where members of the Bargaining Unit are not subjected to sexual violence and sexual harassment. Bargaining unit employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the Ontario Human Rights Code, the Occupational Health and Safety Act and Victoria University's "Statement on Harassment and Violence", as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an Arbitrator in any arbitration pursuant to this section.

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

For clarity, the current Ontario Human Rights Code provides that "every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual

orientation, gender identity or gender expression by their employer or agent of the employer or by another employee.” For further clarity, the current Ontario Human Rights Code defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.”

For further clarity, the University’s current Policy on Sexual Violence and Sexual Harassment defines “sexual harassment” as including: “any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.”

### Sexual Harassment Grievances

- 4:06 An employee may elect to submit a grievance, commencing at Step 2 of the grievance procedure, 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 2 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) It is agreed that where an employee elects to submit a grievance alleging sexual harassment, he/she shall forfeit his/her right to file a “complaint” under the Employer’s Sexual Harassment Policy.
  - (d) 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.
- 4:07 No information relating to the grievor’s personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 4:08 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.

- 4:09 Witnesses who give information and/or evidence in a sexual harassment complaint shall suffer no penalty of an academic or other nature.
- 4:10 In the event that both the complainant and the respondent are employees covered by a Collective Agreement between CUPE 3902 and the Board of Regents of Victoria University, 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.
- 4:11 In the event that a grievance alleging sexual harassment is referred to arbitration in accordance with Article 14, the Chairperson of the Board of Arbitration shall be selected from among the following persons:

Jasbir Parmar  
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 bi-weekly 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 bi-weekly pay.

The Employer shall remit the amount deducted in accordance with this Article to the Union prior to the 15<sup>th</sup> day of the month following 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 at the earliest possible date.

6:02 The Employer agrees to provide the Union once per month 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 (a) to provide as much notice as possible in the event of a change and (b) to consider fully 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, 208 Bloor Street West, 3<sup>rd</sup> Floor, Toronto, Ontario M5S 3B4, telephone: 416-593-7057 or e-mail: [info@cupe3902.org](mailto: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 Upon ratification of this Collective Agreement, the Employer agrees to pay one thousand dollars (\$1,000) to the Union in the full satisfaction of its contribution to the cost of collective bargaining.

## **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.

### **Sessional Lecturers**

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: 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.

## ARTICLE 8: INFORMATION TO EMPLOYEES

8:01 The Employer agrees to inform all applicants, prospective members of the bargaining unit and new employees that a Collective Agreement is in effect. The Collective Agreement will be posted in a searchable format on the University's website and a link to said website will be included in all Letters of Offer. The Employer agrees to provide copies of any new Agreement to all employees. A searchable electronic copy shall be provided to the employee at the email address provided by the employee.

The Collective Agreement will be posted on the Employer's Human Resources website in a searchable format and a link to said website will be provided to all employees in the bargaining unit in their employment contracts.

The University will provide the Union with a searchable electronic copy of the Collective Agreement.

8:02 The Employer shall provide to all employees an electronic copy of a one-page (letter-size, possibly double-sided) statement about the Union, prepared by the Union, provided that the statement is first forwarded to the Manager of Human Resources (or their designate) for information and for approval as to its factual accuracy. If the Manager of Human Resources (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 letter shall be provided preferably at or prior to the time the employee receives their written job offer of an appointment in this bargaining unit, but in any event, no later than the earlier of the start of duties or receipt of a Description of Duties and Allocation of Hours form. (See Appendix A).

8:03 The parties agree that the following language shall be included in letters of offer to employees:

For Sessional Lecturers and Writing Instructors: As part of the terms of your employment you may be entitled to a Health Care Spending Account (HCSA). The amount for the HCSA will depend on the number of hours of the appointment. Please find a comprehensive Benefit Packages (i.e. Introductory Memo, Enrolment Form, FAQ) enclosed for your information. The HCSA can be used in addition to any coverage you currently enjoy.

For Teaching Assistants and Undergraduate Tutors:

As part of the terms of your employment you may be entitled to Plan A (HCSA-Only Green Shield Plan) or Plan B (Green Shield Top-Up Plan). Enrollment in Plan B is automatic upon acceptance of your employment. If coverage is available from other providers, Plan B will need to be applied into and can be used in addition to your base plan.

Please find a comprehensive Benefit Packages (i.e. Introductory Memo, Enrolment Form, FAQ) enclosed for your information. As a member of the Victoria University community, you are entitled to use the *Victoria University* Common Room in the same way that the other members of the University are, subject to the rules and procedures governing access to and the use of the *Victoria University* Common Room.

Additionally, the following language is to be included in the letter of offer to Sessional Lecturers:

Any additional work required that arises out of this appointment (e.g. deferred exams) and which is required to take place following the normal ending date of this appointment will be compensated in accordance with Article 15: Remuneration for Teaching-Related Services.

The terms in this letter and the CUPE 3902, Unit 2 Collective Agreement constitute the entire agreement between us concerning your employment and there are no other terms and conditions or representations informing your decision to accept this offer. You may reach CUPE Local 3902, Unit 2 representatives at (416) 593-7057, or at their office located at 208 Bloor Street West, Suite 300, or visit the CUPE website at [www.cupe3902.org/unit2](http://www.cupe3902.org/unit2).

#### **ARTICLE 9: CORRESPONDENCE**

9:01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Manager, Human Resources, and the Secretary or Chair (or designate) of the Union.

#### **ARTICLE 10: LABOUR/MANAGEMENT RELATIONS**

10:01 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 Program Coordinators. Neither the Union nor the Employer shall be required to recognize such representatives until written notification has been received.

##### **Labour/Management Committee**

10:02 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 up to three (3) representatives from and selected by each party. Meetings shall be arranged at the request of either party through the Manager, Human Resources, 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.

## Workload Review Committee

- 10:03 There shall be a Workload Review Committee consisting of the Principal or Designate and the Chief Steward of CUPE 3902, Unit 2. Discussion shall be held between the two parties concerning problems with respect to teaching assignments where the Chief Steward feels an assignment exceeds a reasonable workload.

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 Article 15:09.

## ARTICLE 11: UNION REPRESENTATION

- 11:01 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.
- 11:02 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 Principal shall meet with the Steward(s) and/or other designated Union Official(s) within five (5) working days.
- 11:03 The Union shall notify the Employer, in writing, of the name of each Steward, the Steward's program of employment, and the program or programs 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. The Union agrees that wherever possible, Stewards will be members of the bargaining unit.

## ARTICLE 12: PROGRESSIVE DISCIPLINE

- 12:01 Progressive discipline refers to the concept of disciplinary measures being corrective in nature, proportional to the seriousness of the issue, and may increase in severity in the event of repetition of the same or similar occurrences. Discipline will normally follow investigation and discussion with the employee, and will normally proceed through the following steps, with the objective of resolving the matter and/or correcting the behaviour as early as possible:

**Step 1)** Oral warning

**Step 2)** Written warning or letter of reprimand

**Step 3)** Unpaid short suspension or change in assignment

**Step 4)** Unpaid long suspension or change in assignment

**Step 5)** Discharge

Disciplinary measures shall be proportional to the seriousness of the issue and may increase in severity with further incidents of misconduct.

The Employer reserves the right to skip one or more steps outlined above, having regard for the severity of the conduct in question and the relevant mitigating and aggravating factors, if any.

An employee who is disciplined shall be advised in writing of the nature of the discipline and the reasons therefor. The Union will receive a copy of the notification of discipline or written warning within one (1) working day (24 hours).

The Employer shall not discipline without just cause.

- 12:02 When the Principal or Designate 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 Principal or Designate will inform the employee in writing of the employee's right to have the employee's Union Steward (or other Union Representative) present, and will inform the employee, in writing, of the nature of the allegations to be discussed. If the employee requests representation by the employee's Union Steward (or other Union Representative), the Principal or Designate will arrange for such representation without undue delay, and without further discussion of the matter with the employee concerned.
- 12:03 (a) 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. Pursuant to the investigation and/or meeting, a note, clearly indicated as non-disciplinary in nature, may be placed in an employee's personnel file. Such notes will be removed from an employee's personnel file after thirty-six (36) months, unless there are further incidents of a similar nature during that period.
- (b) 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.
- 12:04 All disciplinary investigations shall be treated as confidential.
- 12:05 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 20: Employee Evaluation and Records.
- 12:06 The Principal or Designate shall be the sole authority responsible for issuing warnings, reprimands, or more serious disciplinary sanctions. The Principal or Designate 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 13: GRIEVANCE PROCEDURE**

### **Definition**

- 13:01 (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, with the exception of a hiring grievance as defined in Article 13:01(b).

### Hiring Grievances

13:01 (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 Program 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.

(b) (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 at Victoria College and who has been employed to teach in the hiring Program 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 the applicant has previously taught at Victoria College the course in question or another version of it.

### Time Limits – Hiring Grievances

13:01 (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 15:03.

13:02 An earnest effort shall be made to settle grievances fairly and promptly in the following manner.

### Statement of Grievance

13:03 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

13:04 The Union shall ensure that a copy of every grievance filed under this article is sent to the Manager of Human Resources or his/her designate at the time the grievance is filed.

## Time Limits - Grievance Procedure

- 13:05 Time limits as specified in Article 13 (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)

- 13:06 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 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 within ten (10) days. 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

- 13:07 **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 Program Coordinator. The Program Coordinator will give a written decision to the employee and the employee's Steward or other designated Union representative within seven (7) working days of receipt of the grievance at Step 1.

**Step 2:** If the grievance is not resolved at Step 1, the written grievance may be referred to the Principal (or designated representative of the Principal), transmitted by a letter signed by the Chair or Grievance Officer of the Union. The Principal (or designated representative of the Principal) will give a written decision to the Chair or Grievance Officer of the Union within seven (7) working days after receipt of the grievance at Step 2.

If the grievance is not resolved at Step 2, the Union may refer the grievance to arbitration pursuant to Article 14 of the Collective Agreement, within fifteen (15) working days thereafter.

## Group Grievance

- 13:08 A group grievance, which is defined as an alleged violation of this Agreement concerning two (2) or more employees, follows the same procedure as the individual grievance procedure.

## Policy Grievance

13.09 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 or as affecting the interests of members employed in more than one (1) Program, shall be produced in writing, signed by the Chair (or the designated representative of the Chair) of the Union, or the Principal (or the designated representative of the Principal), as the case may be, and submitted to the Principal (or the designated representative of the Principal); 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 14 of this Collective Agreement.

## Suspension or Discharge Grievance

13:10 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, within five (5) working days after the employee's suspension or discharge. The Designated Authority at Step 2 shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance.

If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer in writing within a further period of five (5) working days that it intends to proceed to arbitration pursuant to Article 14 of this Collective Agreement.

## ARTICLE 14: ARBITRATION

14:01 If a grievance is not settled at Step 2, either party may notify the other within a further period of fifteen (15) working days (five [5] days in the case of a suspension or discharge grievance) 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.

14:02 The provisions of this article shall be based on the use of a single arbitrator, unless the provisions of Article 14:06 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:

Jasbir Parmar  
William Kaplan  
Deborah Leighton

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 nine (9) months, either party may request that the Minister of Labour appoint a Sole Arbitrator.

14:03 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.

14:04 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.

14:05 The parties shall jointly and equally bear the fees and expenses of the arbitrator.

14:06 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 14:02 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 14:01, 14:03, 14:04, 14:07, and 14:08 apply to a board of arbitration. The decision shall be unanimous or one reached by the majority of the members of the board; however, 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.

- 14:07 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.
- 14:08 Time limits set forth in this article may be extended by mutual agreement in writing between the parties hereto.

## **ARTICLE 15 (SESSIONAL LECTURERS): APPOINTMENTS**

### **SESSIONAL LECTURERS**

#### **Job Posting**

- 15:01 (a) Victoria College shall maintain a pool consisting of all Sessional Lecturers who have been employed by Victoria College within the previous twelve (12) months.

It shall be the responsibility of those in the pool employed within the past twelve (12) months to send Victoria College current contact information. It is understood and agreed that persons who have been terminated for cause shall not be included.

(b) Where possible, Victoria College shall announce in the second term of the fall-winter session, positions to be filled in the summer session (first (F) and second (S) terms) and positions to be filled in the First Term (F) of the following fall-winter session. Where possible, Victoria College shall announce positions to be filled in the second (S) term of the fall-winter session in the first (F) terms of the fall-winter session. Where Victoria College determines that there is, or is likely to be, a course or courses available for delivery by Sessional Lecturers, notices of vacancies shall be posted on the Union (Article 26:02) bulletin boards, Victoria University's website, and such other locations as are deemed appropriate. Such notices shall remain posted for at least twenty (20) working days before such positions may be filled; however, in the event that a position becomes vacant or available unexpectedly, such position may be filled after posting for fewer than twenty (20) working days, but not fewer than two (2) working days. Each job posting shall include: the title and number of courses where positions are expected to be available; an estimate of the number of positions available; an estimate of the course enrolment; an estimate of TA support; dates of appointment; salary; qualifications required and other preferred qualifications (e.g. expertise in interdisciplinary teaching and/or research; expertise in a particular area of study; the application procedure including the closing date for applications; and a brief description of the duties. All postings shall include the following statements: "The job is posted in accordance with the CUPE 3902 Collective Agreement Unit 2" It is understood that some announcements of vacancies are tentative, pending final course determinations and enrolment.

And

"Victoria University encourages applicants from qualified persons, members of visible minorities, aboriginal peoples, and persons with disabilities, members of sexual minority groups, and others who may contribute to the further diversification of ideas. We are committed to equity in employment and diversity. If you require accessibility

accommodations, please contact the Human Resources Department.

(c) A copy of each posting shall be forwarded to the Union office within three (3) working days of its being posted. When postings are made in an electronic form (e.g. by e-mail, newsgroup, or on a web-site), notice of the posting (or the posting itself if the posting be sent by e-mail) shall be sent by electronic mail to the Union to [office.coordinator@cupe3902.org](mailto:office.coordinator@cupe3902.org) and [vccolleges@cupe3902.org](mailto:vccolleges@cupe3902.org). When an emergency posting is made the Union shall receive a copy without undue delay.

(d) A posted position may be left unfilled, or may be filled by an appointed, a visiting, or a retired faculty member excluded by the recognition clause (Article 2:01).

(e) An email notification of each job posting will be sent to each person forming part of the pool on the date the position is posted. The Union shall be copied on the email to [office.coordinator@cupe3902.org](mailto:office.coordinator@cupe3902.org) and [vccolleges@cupe3902.org](mailto:vccolleges@cupe3902.org).

## Hiring Criteria

15:02

Teaching excellence is a crucial component of the academic mission of Victoria University in 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 level at Victoria College. In the event of there not being Sessional Lecturer II applicants, preference in hiring shall be given to Sessional Lecturers who have taught the particular course three or more times. In considering the applicants who possess the minimum threshold qualifications required for a position, teaching ability, academic qualifications, currency and mastery of the subject matter, the extent to which they meet other preferred qualifications (as listed in the job posting) and past teaching experience at Victoria College shall be the criteria used in selection of the most qualified applicant. Where these factors are deemed relatively equal among two or more candidates, preference shall be given to the candidate with the most experience teaching at Victoria College.

## Notice of Appointment

15:03 All applicants shall be advised in writing of the outcome of their applications within fifteen (15) working days after Victoria College is in receipt of the written acceptance of the position by a successful candidate, and earlier if practicable. This written communication shall also include the name of the successful candidate. At the same time, the Union shall be notified of the name of the successful candidate and shall be provided a copy of the employment contract. Where a position which has been offered is withdrawn before the offer has been accepted, the Employer shall endeavour to offer a position of an equivalent or greater number of hours to the affected applicant.

## Employee List

15:04 Within fifteen (15) working days of the commencement of each academic term, the Human Resources Manager shall provide to the Union a list of the names of all employees appointed in each Program in that term. This list will be sent to [info@cupe3902.org](mailto:info@cupe3902.org).

## Duties

15:05 (a) The duties of a Sessional Lecturer shall include, for example, but are not limited to: determining and developing course material within standard departmental or College syllabus guidelines, preparation for classes, preparation of written or audio-visual materials, designing and maintaining course websites, teaching, leading discussions and supervising laboratories, rating students' work, holding office hours, consulting with students (including electronic consultation), writing and grading tests, examinations and lab sets, grading essays and term papers, setting up experiments, conducting field trips, and supervising Teaching Assistants.

## Workload Review

15:06 (a) A Sessional Lecturer who feels that the workload in the course exceeds that of a comparable course (or exceeds four hundred and sixty (460) hours for a full course, or two hundred and thirty (230) hours for a half course) shall raise this matter with his/her supervisor without undue delay. The supervisor shall discuss this matter with the Sessional Lecturer and attempt to reach agreement on workload issues.

## No Layoffs

15:07 During the course of employment, no employee shall be laid off, unless such layoff comes as a result of conditions beyond the control of the Employer. In case of such a layoff the Employer shall endeavour to offer an equivalent position to the affected employee.

## Remuneration for Teaching-Related Services

15:08 Sessional Lecturers shall be remunerated for additional work required to be performed arising directly out of an appointment under this Collective Agreement and which is required to take place following the normal ending date of the appointment, such work limited to marking of deferred examinations or assignments or providing information regarding allegations of academic offences by student(s) to disciplinary reviews, hearings, or tribunals.

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

15:09 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 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:

- Where the position has been eliminated less than two (2) months but more than one (1) month prior to the commencement of the first class, the employee shall be paid fifteen per cent (15%) of the amount of the wages applicable to the eliminated position.
- Where the position has been eliminated less than one (1) month prior to the commencement of the first class, the employee shall be paid thirty per cent (30%) of the amount of the wages applicable to the eliminated position.
- Where the position has been eliminated after the commencement of the first class, in addition to any wages paid, the employee shall be paid fifty per cent (50%) of the remaining wages applicable to the eliminated position.

## **ARTICLE 16 (TEACHING ASSISTANTS): APPOINTMENTS**

### **TEACHING ASSISTANTS**

#### **Job Posting**

- 16:01 (a) Where possible, Victoria College shall announce in the second term of the fall-winter session, positions to be filled in the summer session (first (F) and second (S) terms) and positions to be filled in the First Term (F) of the following fall-winter session. Where possible, Victoria College shall announce positions to be filled in the second (S) term of the fall-winter session in the first (F) term of the fall-winter session. Notices of vacancies shall be posted on the Union (Article 26:02) bulletin boards, Victoria University's website, and such other locations as are deemed appropriate. Such notices shall remain posted for at least twenty (20) working days before such positions may be filled; however, in the event that a position becomes vacant or available unexpectedly, such position may be filled after posting for fewer than twenty (20) working days, but not fewer than two (2) working days. Each job posting shall include: the title and number of courses where positions are expected to be available; an estimate of the number of positions available; an estimate of the course enrolment; hours of work; dates of appointment including class and tutorial/lab schedules if known; salary; qualifications required; the application procedure including the closing date for applications; and a brief description of the duties. All postings shall include the following statements: "The job is posted in accordance with the CUPE 3902 Collective Agreement Unit 2." It is understood that some announcements of vacancies are tentative, pending final course determinations and enrolment.

And

“Victoria University encourages applicants from qualified women or men, members of visible minorities, aboriginal peoples, and persons with disabilities, members of sexual minority groups, and others who may contribute to the further diversification of ideas. We are committed to equity in employment and diversity. If you require accessibility accommodations, please contact the Human Resources Department.

(b) A copy of each posting shall be forwarded to the Union office within three (3) working days of its being posted. When postings are made in an electronic form (e.g. by e-mail, newsgroup, or on a web-site), notice of the posting (or the posting itself if the posting be sent by e-mail) shall be sent by electronic mail to the Union to [office.coordinator@cupe3902.org](mailto:office.coordinator@cupe3902.org) and [vccolleges@cupe3902.org](mailto:vccolleges@cupe3902.org). When an emergency posting is made the Union shall receive a copy without undue delay.

(c) A posted position may be left unfilled.

#### Hiring Criteria

16:02 Preference in hiring shall only be given to graduate students at the University of Toronto, and to Victoria College undergraduate students, registered, whether undergraduate or graduate, in a) the discipline or program of the course being taught or b) a closely related discipline. Ability, academic qualifications, currency and mastery of the subject matter, demonstrated suitability for the position and previous teaching experience at Victoria College and the University of Toronto shall be the criteria used in the selection of the most qualified applicant. Where these factors are deemed relatively equal among two or more candidates, preference shall be given to the candidate with the most experience teaching at Victoria College.

#### Notice of Appointment

16:03 All applicants shall be advised in writing of the outcome of their applications within fifteen (15) working days after Victoria College is in receipt of the written acceptance of the position by a successful candidate, and earlier if practicable. At the same time, the Union shall be notified of the name of the successful candidate and shall be provided a copy of the employment contract. Where a position which has been offered is withdrawn before the offer has been accepted, the Employer shall endeavour to offer a position of an equivalent or greater number of hours to the affected applicant.

#### Hours of Work

16:04 A regular position is one that requires an average of ten (10) hours of work per week for a total of two-hundred and eighty (280) hours of work per academic session. Work loads equivalent to those of a regular position may be compressed into a shorter time period in accordance with the needs of individual programs and after consultation with the employee involved. Workloads less than those of a regular position, either in terms of hours per week,

or in terms of total hours per academic session, may be arranged and will be paid for on an hourly basis.

#### Job Descriptions and Employee List

16:05 (a) Within fifteen (15) working days after a position is offered, the supervisor shall provide the candidate with a written description of the position including the nature of the duties and the number of hours required to complete the said duties. Such descriptions shall be completed on a Description of Duties and Allocation of Hours form hereto attached in accordance with the Job Description Guidelines (Appendix A). The Principal or Designate shall sign the job description for each employee. It is agreed that a prospective employee shall not be required to accept a position prior to receipt of a written description of the position. An employee's signature on his/her description signifies only that he/she has received and reviewed his/her duties.

(b) Within one (1) month of the commencement of each academic term, the Human Resources Manager shall provide to the Union a list of the names of all employees appointed in each Program in that term, which the employees have initialled to confirm receipt of their job descriptions. The list will be send to [info@cupe3902.org](mailto:info@cupe3902.org).

#### Duties

16:06 All duties assigned to an employee shall be listed on the Description of Duties and Allocation of Hours form found in Appendix A and shall be included in the calculation of required hours. These duties shall include, for example, but are not limited to: preparation for classes, preparation of written or audio-visual materials, designing and maintaining course websites, attending lectures, teaching, leading discussions and supervising laboratories, rating students' work, holding office hours, consulting with students (including electronic consultation), writing and grading tests, examinations and lab sets, grading essays and term papers, setting up experiments, conducting field trips, and conferring with the supervisor in charge, as required by the employee's teaching duties. Teaching Assistants shall not be required to develop or to deliver course materials that are new and substantial.

## Alterations During the Term of Employment

16:07 During the term of employment, the supervisor shall have the right to reallocate time applied to the duties and substitute or revise duties without changing the total number of hours or significantly altering the nature of the duties. With the express written agreement of the employee, the Principal or Designate may increase the total number of hours of work as set out on his/her job description. Before implementing such changes, the supervisor shall discuss the changes and the reasons thereof with the employee, and shall provide the employee with a copy of his/her revised job description.

## Review of Assigned Hours

16:08 It is agreed that the employee and the employee's supervisor have a mutual responsibility to ensure that the total hours of work as set out in the employee's job description are not exceeded. The supervisor shall be responsible for scheduling a meeting with employees at least once per appointment, individually or as a group, at or around the mid-point of their appointments, for the purpose of conducting a review of each employee's job description, and ensuring that employees' hours of work as set out in their job descriptions continue to be appropriate. For Winter Session courses, this mid-course meeting shall be held no later than November 15th for "F" courses, January 31st for "Y" courses, and March 1st for "S" courses. For Summer Session courses, the meeting shall be held no later than May 31st for May-June courses, July 31st for July-August courses, and July 1st for May-August courses. Following this meeting, the supervisor, with approval of the Program Coordinator, shall inform the employee of any revisions to the employee's Description of Duties and Allocation of Hours form, and shall give a copy to the employee.

Where an employee is employed for the first time in that course, the supervisor shall meet individually with each such employee within the first month of commencement of duties to discuss his/her duties and ways to avoid potential workload problems. Provision for attendance at such meetings shall be included in the hours allotted on each employee's job description. The employee's supervisor must meet within five (5) working days of receiving a request for such a meeting.

It shall be the responsibility of the supervisor to specify in appropriate detail the manner in which assigned duties are to be performed. In the absence of such instructions, no employee shall be penalized or prejudiced in any way for his/her choice of approach.

## Workload Review

16:09 (a) Where an employee has any reason to believe that he/she may be unable to perform the duties specified in the job description within the hours specified thereon (either the total hours or the hours applicable to a section thereof), the employee shall deliver a Workload Review Form (Appendix B) to the employee's supervisor

without delay. A discussion is encouraged, but in any event, the supervisor shall respond within five (5) working days of receipt of the form by returning the form to the employee. The supervisor shall meet with the employee within an additional five (5) working days to discuss the supervisor's response. If no agreement can be reached, the employee may file an individual grievance commencing at Step 1 of the Grievance Procedure (Article 13). In the event the grievance is not settled and proceeds to arbitration, the arbitration board or sole arbitrator may award payment for additional hours worked, provided, however, that no such payment may be awarded where the additional hours resulted from the employee's choice of approach to the employee's duties, and/or where the additional hours were worked prior to the employee's delivery of the Workload Review Form to the employee's supervisor.

#### No Layoffs

16:10 During the course of employment, no employee shall suffer a reduction of hours worked during the term of the employee's appointment, unless such layoff or reduction comes as a result of conditions beyond the control of the Employer. In case of such a layoff or reduction the Employer shall endeavour to offer a position of an equivalent or greater number of hours to the affected employee.

### **ARTICLE 17 (WRITING INSTRUCTORS): APPOINTMENTS**

#### WRITING INSTRUCTORS

##### Job Posting

17:01 (a) Victoria College shall maintain a pool consisting of all Writing Instructors who have been employed by Victoria College within the previous twelve (12) months.

It shall be the responsibility of those in the pool within the past twelve (12) months to send Victoria College current contact information. It is understood and agreed that persons who have been terminated for cause shall not be included.

(b) Where possible, Victoria College shall announce in the second term of the fall-winter session, positions to be filled in the summer session (first (F) and second (S) terms) and positions to be filled in the First Term (F) of the following-fall-winter session. Where possible, Victoria College shall announce positions to be filled in the second (S) term of the fall-winter session in the first (F) term of the fall-winter session. Notices of vacancies shall be posted on the Union (Article 26:02) bulletin boards, Victoria University's website, and such other locations as are deemed appropriate. Such notices shall remain posted for at least twenty (20) working days before such positions may be filled; however, in the event that a position becomes vacant or available unexpectedly, such position may be filled after posting for fewer than twenty (20) working days, but not fewer than two (2) working days. Each job posting shall include: an estimate of the number of positions available; dates of appointment; hours of work; salary; qualifications required; the application procedure including the closing date for applications; and a brief description of the duties. All

postings shall include the following statements: “The job is posted in accordance with the CUPE 3902 Collective Agreement Unit 2.” It is understood that some announcements of vacancies are tentative.

And

“Victoria University encourages applicants from qualified women or men, members of visible minorities, aboriginal peoples, and persons with disabilities, members of sexual minority groups, and others who may contribute to the further diversification of ideas. We are committed to equity in employment and diversity. If you require accessibility accommodations, please contact the Human Resources Department.

(c) A copy of each posting shall be forwarded to the Union office within three (3) working days of its being posted. When postings are made in an electronic form (e.g. by e-mail, newsgroup, or on a web-site), notice of the posting (or the posting itself if the posting be sent by e-mail) shall be sent by electronic mail to the Union ([office.coordinator@cupe3902.org](mailto:office.coordinator@cupe3902.org) and [vccolleges@cupe3902.org](mailto:vccolleges@cupe3902.org)). When an emergency posting is made the Union shall receive a copy without undue delay.

(d) A posted position may be left unfilled.

(e) An email notification of each job posting will be sent to each person forming part of the pool on the date the position is posted. The Union shall be copied on the email.

#### Hiring Criteria

17:02 Ability, academic qualifications, currency and mastery of the subject matter and previous relevant experience at Victoria College and the University of Toronto shall be the criteria used in selection. Where these factors are deemed relatively equal among two or more candidates, preference shall be given to the candidate with the most experience teaching at Victoria College.

#### Notice of Appointment

17:03 All applicants shall be advised in writing of the outcome of their applications within four (4) weeks of the closing date for applications. At the same time the Union shall be notified of the name of the successful candidate and shall be provided with a copy of their contract.

#### Hours of Work

17:04 Writing Instructors shall be offered a specific number of hours on their letters of offer. Furthermore, Writing Instructors may occasionally be required to deliver writing workshops in addition to these hours.

#### Employee List

17:05 Within one (1) month of the commencement of each academic term, the Human Resources Manager shall provide to the Union a list of the names of all employees appointed in each Program in that term. The list will be send to [info@cupe3902.org](mailto:info@cupe3902.org).

#### Duties

17:06 The duties of a Writing Instructor shall include, for example, but are not limited to: working one-on-one with students to assist them with the organization of their written work, assisting with revision of essays, reviews, lab reports, case studies, and other academic papers, and working with students to enhance their writing skills. Writing Instructors may also be required to develop material for and deliver workshops to students on various topics relating to effective academic writing skills.

#### No Layoffs

17:07 During the course of employment, no employee shall be laid off, unless such layoff comes as a result of conditions beyond the control of the Employer.

### **ARTICLE 18 (UNDERGRADUATE TUTORS): APPOINTMENTS**

#### UNDERGRADUATE TUTORS

##### Job Posting

18:01 (a) Where possible, Victoria College shall announce in the second (S) term of the fall-winter session, positions to be filled in the summer session (first (F) and second (S) terms), and positions to be filled in the First Term (F) of the following fall-winter session. Where possible, Victoria College shall announce positions to be filled in the second (s) term of the fall-winter session in the first (F) term of the fall-winter session. Where Victoria College determines that there is, or is likely to be, a position(s) available, notices of vacancies shall be posted on the Union (Article 26:02) bulletin boards, Victoria University's website, and such other locations as are deemed appropriate. Such notices shall remain posted for at least twenty (20) working days before such positions may be filled; however, in the event that a position becomes vacant or available unexpectedly, such position may be filled after posting for fewer than twenty (20) working days, but not fewer than two (2) working days. Each job posting shall include: an estimate of the number of positions available; dates of appointment; salary; hours of work; qualifications required; the application procedure including the closing date for applications; and a brief description of the duties. All postings shall include the following statements: "The job is posted in accordance with the CUPE 3902 Collective Agreement Unit 2." It is understood that some announcements of vacancies are tentative.

And

"Victoria University encourages applications from qualified women or men, members of visible minorities, aboriginal peoples and persons with disabilities,

members of sexual minority groups, and others who may contribute to the further diversification of ideas. We are committed to equity in employment and diversity. If you require accessibility accommodation, please contact the Human Resources Department.”

(b) A copy of each posting shall be forwarded to the Union office within three (3) working days of its being posted. When postings are made in an electronic form (e.g. by e-mail, newsgroup, or on a web-site), notice of the posting (or the posting itself if the posting be sent by e-mail) shall be sent by electronic mail to the Union ([office.coordinator@cupe3902.org](mailto:office.coordinator@cupe3902.org) and [vccolleges@cupe3902.org](mailto:vccolleges@cupe3902.org)) When an emergency posting is made the Union shall receive a copy without undue delay.

(c) A posted position may be left unfilled.

#### Hiring Criteria

18:02 Preference in hiring shall be given to undergraduate students registered in Victoria College. Ability, academic qualifications, currency and mastery of the subject matter and previous relevant experience at Victoria College and the University of Toronto shall be the criteria used in selection. Where these factors are deemed relatively equal among two or more candidates, preference shall be given to the candidate with the most experience teaching at Victoria College.

#### Notice of Appointment

18:03 All applicants shall be advised in writing of the outcome of their applications within twenty (20) working days of the closing date for applications. At the same time, the Union shall be notified of the name of the successful candidate and shall be provided a copy of their contract.

#### Hours of Work

18:04 Undergraduate Tutors will work for up to ten (10) hours per week on average, depending on their availability and the needs of the operation.

#### Employee List

18:05 Within fifteen (15) working days of the commencement of each academic term, the Human Resources Manager shall provide to the Union a list of the names of all employees appointed in each Program in that term. The list will be sent to [info@cupe3902.org](mailto:info@cupe3902.org).

#### Duties

18:06 (a) The duties of an Undergraduate Tutor shall include, for example, but are not limited to: offering one-on-one tutoring services to students in a particular program of study, and being available to meet with students at locations on campus where tutorial services are offered.

(b) Undergraduate Tutors shall not be assigned to support a specific course and shall not be used to replace Teaching Assistants or Writing Instructors.

#### No Layoffs

18:07 During the course of employment, no employee shall be laid off, unless such layoff comes as a result of conditions beyond the control of the Employer.

### **ARTICLE 19: TRAINING**

#### Employment Training

19:01 When employees are required to participate in training programs established by the Employer, they shall be paid for their participation.

(a) Teaching Assistants and Undergraduate Tutors who are beginning their first appointment at Victoria University and who have not held a similar appointment at the University of Toronto will be required to participate in mandatory training of at least three (3) hours as established by the Program. This may include, but is not limited to, training on learning management systems and other relevant online tools.

(b) Teaching Assistants holding a second or later subsequent appointment and Writing Instructors, provided they hold an appointment of least seventy (70) hours, may, during the course of each such appointment or immediately prior to commencing such an appointment, identify up to two (2) hours of training relevant to their current assignments, and submit a request to their supervisor, describing the nature of the training sought. If approved, such Teaching Assistants and Writing Instructors may attend and will be paid for attending such training. The supervisor may request proof of attendance at the training session in order to authorize payment.

(c) Sessional Lecturers may receive up to a maximum of three (3) hours of paid training in learning management systems, any online technology, or other professional development courses required for the performance of their assigned duties, to be paid at the hourly Graduate Teaching Assistant rate. The employee is required to identify the training and the relevance to their current assignments, and submit a request to the Principal, describing the nature of the training sought. If approved, the Sessional Lecturer may attend and will be paid for attending such training. The Principal may request proof of attendance at the training session in order to authorize payment.

(d) At any employee training or orientation program, in which employees are required to participate, the Unit Steward or other Union Representative shall be entitled to attend, and will have the right to speak to the employees for a period of up to thirty (30) minutes. The Steward or other Union Representative shall not be paid for attendance. The employer will notify the Union at least one week in advance of the session.

## **ARTICLE 20: EMPLOYEE EVALUATION AND RECORDS**

- 20:01 The Employer and the Union agree that the purposes of performance evaluations are to improve the quality of the employee's work by assisting the employee to develop his/her skills, to provide the employee with feedback on his/her performance and to provide a written record of that performance. Such feedback may include referring the employee to relevant existing University resources.
- 20:02 The Employer may evaluate each employee's work performance in writing. Such evaluations shall not normally take place more than twice during the period for which the employee's job description is tenable, at or near the midpoint and the end of the period during which the job description is tenable. For positions of less than one hundred (100) hours, or in which all the duties required are to be performed within a span of forty (40) working days, only the final evaluation shall be required, although a first evaluation may be given. Notwithstanding this exception, Article 20:03 shall apply.

In any course in which employees are being evaluated, the supervisor shall conduct an evaluation of each employee in that course.

The first evaluation may be informal in nature, but a written record of the discussion, signed by both parties to acknowledge the discussion has taken place, shall be retained.

An employee, while working under direct supervision, may request an evaluation by the supervisor not more than twice per period of appointment, by submitting a written request to the supervisor. The final evaluation shall be provided to the employee within four (4) weeks of the end of the appointment. The evaluation shall be discussed with the employee by the employee's supervisor. The employee shall sign the evaluation to acknowledge the fact that such discussion has taken place. The employee may add his/her written comment on the evaluation. All such evaluations shall be included in the employee's employment file.

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

Where the first evaluation indicates an overall rating of unsatisfactory, a second evaluation is mandatory, provided that sufficient time remains before the end of the appointment. If insufficient time remains within the current appointment to complete a second (follow up) evaluation, the evaluation with an overall rating of unsatisfactory shall not be relied upon in any hiring decisions until the employee has been subsequently evaluated in another appointment. Such an evaluation shall be deemed to be a second evaluation for the purpose of this article and shall not trigger an obligation to evaluate any other employees in accordance with the first paragraph of 20:02. For clarity, the Chair may at his/her sole discretion remove the unsatisfactory evaluation from the employment file.

### Unsatisfactory Performance

20:03 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 20:02 without undue delay, for discussion with and comment by the employee.

### Student Evaluations

20:04 The parties agree that performance evaluation is a management function. Student evaluations, whether conducted by the Employer 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. The Employer may make use of student evaluations as an element in the Employer's method for assessing work performance. Student evaluations include but are not limited to "Student Opinion Surveys."

20:05 A performance evaluation 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

20:06 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

20:07 An employment file shall be maintained by the Employer for each employee, and shall be separate from the employee's academic record, if any. The employment file shall contain only those documents bearing the employee's signature, acknowledging receipt only, and relating to the employee's employment.

20:08 An employee's file shall be available for use in making decisions relating to employment by the Employer but no documents contained therein shall be released physically or orally outside the Employer without the employee's prior consent in writing.

20:09 An employee, or former employee, within two (2) years from the termination of last employment or from last enrolment in the University, whichever is later, 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 Employer 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.

20:10 Upon written request, the Employer will provide a confirmation of employment letter within five (5) working days.

## **ARTICLE 21: LEAVES OF ABSENCE**

### Short Term Leave

21:01 (a) With the approval of the supervisor(s) concerned, an employee may be eligible for short-term leave in accordance with the provisions of this article. Permission for such short-term leave shall be requested as far in advance as possible and shall not be unreasonably withheld.

(b) Where the employer arranges for the substitution of duties for any employee taking any of the leaves provided for by this Article, so long as such leave is of less than two (2) calendar months' duration, the provisions of Articles 15:01, 16:01, 17:01, 18:01 (Job Posting), 15:03, 16:03, 17:03, 18:03 (Notice of Appointment), 15:05, 16:05 (Job Descriptions), and 15:07, 16:10, 17:07, 18:07 (No Layoffs) shall not apply.

### Union Conventions and Seminars

21:02 Subject to approval of the supervisor(s) and upon written request at least five (5) 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 or educational seminar. Such leave of absence is to be confined to the actual duration of the convention or educational seminar 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 Conference Leave

21:03 An employee who has been invited to deliver a paper, present research findings, chair a session, or serve as a discussant at an academic conference related to the employee's discipline, may request short-term leave for the time necessary to travel to and from the conference, and discharge his/her obligations. In seeking the approval of the supervisor for such leave, the employee shall request the leave as far as possible in advance of the time the leave would be taken. If known, such a request will be made during the discussion of the Description of Duties and Allocation of Hours Form at the start of the appointment.

### Absence from Work for Union Business

### Negotiations

21:04 The Union shall advise the Employer in writing of all members of the Union bargaining committee. Where a member of the Union bargaining committee encounters an unavoidable conflict between any scheduled contact hours arising from appointment as an employee 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.

#### Grievances

21:05 Where attendance at a grievance meeting or an arbitration hearing unavoidably conflicts with any scheduled contact hours arising from appointment as an employee, 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 with as much advance notice as possible, and shall endeavour to utilize the provisions of Article 21:01 wherever feasible.

21:06 Without limiting the desirability of providing as much advance notice as possible, an employee entitled to leave under Article 21:05 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

21:07 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 eight (8) months, 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. 15:01, 16:01, 17:01, 18:01 (Job Posting), 15:03, 16:03, 17:03, 18:03 (Notice of Appointment), 15:05, 16:05 (Job Descriptions), and 15:07, 16:10, 17:07, 18:07 (No Layoffs) shall not apply to replacements arranged by the Employer resulting from employee absences because of union leaves of less than four (4) months in duration.

21:08 Wherever possible an employee entitled to leave under Article 21:07 shall provide one (1) months' notice of the employee's anticipated absence to the employee's supervisor. Union leave shall not be granted to more than one (1) employee at any one time.

#### Pregnancy Leave

21:09 (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 the employee is pregnant and the probable date of delivery. Where the Program requests a certificate from a legally qualified medical practitioner

(e.g. physician, obstetrician/gynecologist, midwife) confirming this information, such certificate shall be provided without undue delay.

(b) The employee and the employing Program 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 Program, except as otherwise provided for in this article.

(c) An employee may return to work within the original period of employment upon giving two (2) weeks' notice in writing of the employee's intention to do so or upon confirming the previous arrangement for return. The employee shall be reinstated to the position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of the original period of employment.

(d) Employees who are eligible for pregnancy leave per the paragraphs above are entitled to choose one of the two following benefits:

(1) Leaves of ten (10) weeks or less shall not result in an interruption of regular bi-weekly installments of pay. Leaves longer than ten (10) weeks shall be without pay for the period which exceeds the first ten (10) weeks of such leave.

**OR**

(2) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit, a supplementary benefit will be provided. The employer will pay the employee ninety-five (95) percent of regular pay during the one (1) week waiting period for Employment Insurance benefits and, for the next sixteen (16) weeks, or until the end of the appointment (whichever comes first), will pay the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of the actual weekly salary which she was receiving on the last day worked prior to the commencement of the pregnancy leave, provided that the employee has applied for and is receiving Employment Insurance benefits.

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

(e) In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may begin the leave, but shall notify the employing department as soon as possible, but no later than ten (10) working days subsequent to the first day of leave. The employee shall provide, at the Employer's expense, a doctor's certificate from a legally qualified medical practitioner (e.g. physician, obstetrician/gynecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth.

(f) For the purpose of eligibility for advancement only, where the leave exceeds fifty percent (50%) of the appointment, the employee's time on such leave shall not be counted in determining whether the required time frame for advancement eligibility under Appendix C for Sessional Lecturers is met, i.e. in determining if an individual has met the specific minimum requirement for advancement as set out in Appendix C, the "clock would stop" for the duration of said leave. For the purpose of hiring and advancement, an employee whose leave does not exceed fifty percent (50%) of the appointment shall be deemed to have taught the course in accordance with article 15.02.

#### Parental Leave/Adoption Leave

21:10 (a) An employee who has been employed for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay for up to thirty-five (35) weeks following (a) the birth of the child; or (b) the coming of the child into the custody, care and control of a parent for the first time.

Both parents will be eligible to take a parental leave as follows:

- (1) Up to thirty-five weeks of parental leave for employees who take pregnancy leave;
- (2) Up to thirty-seven weeks of parental leave for all other new parents;
- (3) Such shorter or longer period of time as might be required under the Employment Standards Act, 2000 from time to time.

(b) An employee who has not taken pregnancy leave is entitled to a leave of absence without pay of up to thirty-seven (37) weeks.

(c) Application for such leave shall be submitted in writing to the employing Program 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 the employee wishes to take leave within two (2) weeks of stopping work.

(e) The employee and the employing Program 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 Program except as otherwise provided for in this article.

(f) An employee may return to work within the original period of employment upon giving four (4) weeks' notice in writing of the employee's intention to do so or upon confirming the previous arrangement for return. The employee shall be reinstated to the position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of the original period of employment.

g) Employees who are eligible for parental leave per the paragraphs above are entitled to choose one of the two following benefits:

(1) Leaves of one (1) month or less during the term of an appointment shall not result in an interruption of regular biweekly installments. Leaves longer than one (1) month during the term of the appointment shall be without pay for the period which exceeds the end of the term of employment. No payment will be made which exceeds the end of the term of employment.

**OR**

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

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

exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act.

(h) For the purpose of eligibility for advancement only, where the leave exceeds fifty percent (50%) of the appointment, the employee's time on such leave shall not be counted in determining whether the required time frame for advancement eligibility under Appendix C for Sessional Lecturers is met, i.e. in determining if an individual has met the specific minimum requirement for advancement as set out in Appendix C, the "clock would stop" for the duration of said leave. For the purpose of hiring and advancement, an employee whose leave does not exceed fifty percent (50%) of the appointment shall be deemed to have taught the course in accordance with article 15.02.

#### Non-Birth Parent Leave

21:11 Upon the birth or adoption of a child, a non-birth parent shall be entitled to up to one (1) week without loss of pay within six (6) weeks of the birth of the employee's child or the coming of the child into the care, custody and control of a parent for the first time. Such requests shall be made as far in advance as possible. For clarity, this provision is available to any non-birth parent.

#### Duration of Leave

21:12 Where an employee who qualifies for leave under Article 21:09 and/or 21:10 and/or 21:11 commences said leave during one appointment, and the employee has a further appointment in the immediately consecutive term, the employee shall be eligible to continue the employee's leave, if there is any entitlement remaining, into that next appointment.

#### Compassionate Leave

21:13 Upon request, an employee shall be granted leave without loss of pay of up to one (1) week, equivalent to a total number of regularly worked hours, to attend to a seriously ill relative, spouse, or a person who is considered to be a close personal associate or like a family member, at the employee's request once per academic year. Unpaid compassionate leaves under this article may be granted during the same academic year.

#### Jury Duty Leave

21:14 Upon written request, supported by a copy of the summons, an employee shall be granted leave without loss of pay for up to the duration of the current period of employment to appear for, sit for, or serve jury duty, or Crown witness service, provided that upon return to work the employee shall provide the supervisor with

written confirmation of the date(s) and time(s) on which the employee appeared and/or served, signed by an appropriate official of the Court.

#### Bereavement Leave

21:15 In the event of a death in the immediate family (spouse, includes both married and unmarried couples, of the same sex or different sex, parent, brother, sister, child, child of a spouse, parent of spouse, child's spouse, sibling of spouse, grandchild, or grandparent, aunt or uncle), an employee who holds a position which involves contact hours shall be entitled, upon request in advance, if possible, to up to three (3) consecutive days leave from scheduled contact hours per session without loss of pay. If extensive travel is required, the employee may be permitted up to five (5) consecutive days leave from scheduled contact hours per session without loss of pay. The provisions of Articles 15:01, 16:01, 17:01, 18:01 (Job Posting), 15:03, 16:03, 17:03, 18:03 (Notice of Appointment), 15:05, 16:05 (Job Descriptions), and 15:07, 16:10, 17:07, 18:07 (No Layoffs) shall not apply to replacements arranged by the Employer resulting from employee absences because of a death in the immediate family. Bereavement leave may be extended without pay at the request of the employee.

#### Domestic or Sexual Violence Leave

21.16 Employees are entitled to Domestic or Sexual Violence leave pursuant to the Employment Standards Act. All provisions of the Act pertaining to this leave shall apply. Such leave of absence shall be without loss of pay for up to one (1) month at the employee's regular rate of pay during the period of the employee's appointment. Written request for such leave along with any related documentation and correspondence shall be submitted to Human Resources.

#### Sick Leave

21:17 (a) Sessional Lecturers and Writing Instructors who are unable to attend regularly scheduled classroom or contact hours due to illness or injury, shall be granted up to six (6) 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 Program Coordinator as to the expected duration of the illness/injury.

(b) Teaching Assistants and Undergraduate Tutors 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 Program Coordinator as to the expected duration of the illness/injury.

(c) Notwithstanding the foregoing, in the event that an employee is expected to mark and/or grade during a period of sickness, every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading after his/her sickness.

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

#### Serious Illness, Surgery and Hospitalization

21:18 An employee who provides a certificate from a licensed physician confirming that the employee is unable to attend work and/or perform the employee's duties due to a serious illness, required surgery and/or hospitalization, and/or course of treatment may be granted up to two (2) months of paid leave at the employee's regular rate of pay during the period of the employee's appointment. For clarity, this includes leaves pertaining to gender reassignment.

#### **ARTICLE 22: HOLIDAYS**

22:01 No employee shall be required to perform any duties on any of the following holidays:

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

nor on any holiday declared by the President of Victoria University and/or 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 23: HEALTH CARE SPENDING ACCOUNTS (HCSA)**

Effective January 2, 2019, the University agrees to provide each employee who is employed to teach a half course or more (or the equivalent) with a Health Care Spending Account (HCSA) of \$325 to a maximum of \$1,592 per person per plan year.

The plan year will be September 1 through August 31. For the purposes of clarity, it is agreed for the purposes of this article that a half course is equivalent to between 50 and 239 hours worked, and a full course is equivalent to between 240 and 379 hours worked, one and a half courses is equivalent to between 380 and 520 hours worked, two full courses is equivalent to between 520 and 660 hours worked, and so on.

The HCSA is intended to have the following features:

- It may be used for eligible expenses (which are those considered eligible expenses under the Income Tax Act, such as crutches, prescription eyewear, prescription drugs, some OTC medications, physiotherapy or RMT, chiropractic treatments, cost of private health care premiums). Original receipts must accompany all claims for reimbursement.
- 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; eligible claims may be submitted not later than 60 days beyond the end of the plan year. Any unallocated amount remaining after this period will be forfeited.
- The reimbursements are not taxable under current Income Tax Act rules. Once allocated, funds in an HCSA may be accessed within the specified time frame whether or not the account holder is actively employed by the University. Recognizing that the extent of employment in Unit #2 may change during a period of employment, or may take place at separate times during the academic year, the University is seeking a plan design which would allow additional allocations subsequent to the initial allocation; however, all allocations during a plan year would expire at the same time.
- Persons eligible and enrolled in the University of Toronto Staff Health and Dental Plans as of the date of ratification shall continue to participate in these plans, in accordance with applicable regulations, and will not be eligible to participate in both the University of Toronto Benefit Plans and the HCSA. Where a bargaining unit member who qualifies for coverage under the HCSA also has coverage under a student benefit plan or another benefit plan, that member will seek coverage for medical expenses under that other plan prior to submitting a claim under the HCSA.

#### Plan Options

The employer will provide each employee with the option of enrollment in the bargaining unit with Plan A (HCSA-Only Green Shield Plan) and Plan B (Green Shield Top-Up Plan) on the same basis as the terms and conditions of (e.g. eligibility, coverage) as agreed upon between the University of Toronto and CUPE 3902, Unit 1, that is, the CUPE 3902 Unit 1 Health Care Plan as it now exists.

The parties agree to meet annually to discuss the plan experience.

#### **ARTICLE 24: RRSP CONTRIBUTION FOR WRITING INSTRUCTORS AND**

## SESSIONAL LECTURERS

Writing Instructors with a minimum of six-hundred (600) hours of work and greater than four (4) years of service, and Sessional Lecturers, are required to establish a registered retirement savings plan (RRSP), and the University will match the employee's contributions to that plan in the amount of 5% of the Sessional Lecturer's earnings at Victoria University. The 5% employer contribution will be paid directly to the employee as T4 income. Employees will submit evidence of their enrollment in the RRSP and of their contributions to the Manager of Human Resources by March 31<sup>st</sup> of each year. The Union agrees that, in the event that the employee has not made the required contributions, the employer may recover its overpaid contributions from the employee through lawful process, including payroll deduction.

## ARTICLE 25: SALARIES

25:01

January 1, 2018	\$44.44 per hour
July 1, 2018	\$44.90 per hour
January 1, 2019	\$45.32 per hour
July 1, 2019	\$45.76 per hour
Jan 1, 2020	\$46.23 per hour

### Sessional Lecturer

Jan 1, 2018	\$14,977.34
July 1, 2018	\$15,202.00
Jan 1, 2019	\$15,658.06
Jan 1, 2020	\$16,127.80

### Sessional Lecturer I - Long Term (Six (6) or more years as SL I)

Jan 1, 2018	\$16,400
July 1, 2018	\$16,728
Jan 1, 2019	\$17,062.56
Jan 1, 202	\$17,403.81

### Sessional Lecturer II

Jan 1, 2018	\$16,400
July 1, 2018	\$16,728
Jan 1, 2019	\$17,062.56
Jan 1, 202	\$17,403.81

### Writing Instructors

Jan 1, 2018	\$46.83 per hour
July 1, 2018	\$47.53 per hour
Jan 1, 2019	\$48.25 per hour

Jan 1, 2020 \$48.97 per hour

#### Undergraduate Tutors

Jan 1, 2018	\$21.27 per hour
July 1, 2018	\$21.59 per hour
Jan 1, 2019	\$21.92 per hour
July 1, 2019	\$22.58 per hour
Jan 1, 2020	\$22.92 per hour

- 25:02 A Teaching Assistant who is not a student of the University of Toronto will receive the graduate student rate.
- 25:03 In addition to the above rates, all employees shall be entitled to an additional 4% of salary as vacation pay. Vacation pay shall be paid on the last paycheque of the employee's contract. All employees with five or more years of employment will receive an additional 2% pay in lieu of vacation.
- 25:04 A regular appointment shall be for one (1) academic session. Fractional appointments shall be paid on an hourly basis.
- 25:05 Salaries will be paid in equal bi-weekly instalments over the period of the appointment of the employee. With each payment each employee shall be provided with a statement of all deductions therefrom.

#### **ARTICLE 26: GENERAL**

- 26:01 The Employer recognizes the need for the Union local to have space to conduct meetings. Accordingly, meeting space will be provided free of charge to the Canadian Union of Public Employees, Local 3902, in accordance with Victoria University policy and guidelines for reserving space and within the limits of availability at the time of booking.

#### Bulletin Boards

- 26:02 The Employer shall provide a reasonable amount of bulletin board space marked "Canadian Union of Public Employees, Local 3902" for official Union notices.

#### Office Facilities

- 26:03 The Employer shall ensure that insofar as possible, consistent with the physical facilities available to the Employer, employees shall be provided with an appropriate place for holding office consultations with students, with due regard for the need for student confidentiality. The space shall be equipped with a telephone, internet access

and such other equipment as required for the performance of assigned duties. The Employer shall ensure that employees have secure storage space for course materials.

#### Library Cards

26:04 The Employer shall provide each employee with access to the University of Toronto Library System, in accordance with the Library's administrative procedures, for the duration of the term of employment and up to four (4) months after the expiration thereof.

#### Mailboxes

26:05 Each employee shall have access to a conveniently located individual mailbox or file folder for mail. The Employer agrees to allow each individual to maintain use of his/her mailbox for a period of four (4) months after the end of his/her last appointment.

#### Books and Materials

26:06 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.

#### Internet Access

26:07 Employees who are required to use the Internet for their duties shall be provided with appropriate remote access.

#### Printing and Photocopying

26:08 The Employer will enable employees to print and reproduce instructional materials related to assigned duties in accordance with Victoria University policies and practices, at no cost to the employee.

#### Course Calendars

26:09 Names of Sessional Lecturers appointed to courses shall appear in online course information, handbooks and brochures and in hardcopy course calendars where possible

#### Expense Reimbursements

26:10 Each Sessional Lecturer/Writing Instructor shall be entitled to \$200.00 per academic year. This is a taxable benefit, and will be paid out on the first pay cheque of the appointment. Members shall be entitled to use these funds for any expense related to their employment at Victoria University. The funds may be used to pay for reimbursement for expenses eligible including:

- membership fees for professional and/or learned societies related to the faculty member's or librarian's discipline
- subscription to professional and/or learned journals
- books, materials, equipment and services directly related to research
- registration fees for attendance at scholarly conferences
- travel including transportation, food, and accommodation (subject to the University's travel policy) for attendance at scholarly conferences, seminars, workshops, field trips and research
- computer hardware and software and supplies used in performance of academic duties
- expenses incurred in preparation and completion of scholarly manuscripts, and page or reprint charges
- office supplies relating to the performance of teaching and research duties
- fees incurred for professional development.

#### **ARTICLE 27: DEFINITIONS**

A regular appointment shall be for one (1) academic session. 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). Fractional appointments shall be paid on an hourly basis. The term “academic year”, as used in this Collective Agreement, refers to the period from September 1 to August 31, inclusive.

#### **ARTICLE 28: JOB SECURITY FOR LONG SERVICE WRITING INSTRUCTORS**

- a) Writing Instructors with a minimum of six hundred (600) hours of work and greater than four (4) years of service, will be offered the opportunity to work in the subsequent academic session (i.e., September to April) for at least the same average number of hours per academic session the Writing Instructors have held over the prior 3 year period. This commitment only applies to the academic years during the term of this Collective Agreement.
- b) Prior to April 30, the University shall write to each Writing Instructor who is eligible under this article, to offer the opportunity to work. Within ten (10) working days of receipt of this notice, the Writing Instructor shall reply indicating his/her desire to accept the offer.

The Employer shall fill the available Writing Instructor positions from amongst the Writing Instructors who have indicated their intent to take up the offer to work prior to posting any positions under Article 17 (Writing Instructors).

- c) May to August: The determination of the number of hours of work offered, if any, during the May to August period is at the discretion of the University. Hours of work are not guaranteed over May to August session, and the severance provision does not apply to the May to August session. Where hours of work are available they will be offered first to those eligible under article (a) based on seniority, the past average number of hours worked in the summer, and taking into account operational needs.
- d) The commitment in (a) does not apply if, in any previous academic year, the Writing Instructor has not performed satisfactorily. In the case of a decision to cancel the commitment pursuant to this Article, the affected individual may file a grievance.
- e) If there is insufficient work, the Employer shall reduce the hours in reverse order of seniority (in other words, the most junior employee as measured by date of first employment at Victoria University) shall have his/her hours reduced first. Only if the most junior employee's hours are reduced to zero can the next-most junior employee's hours be reduced.
- f) In the case of hours being reduced significantly, an employee entitled to an offer of work may opt for a complete layoff and may request severance under the Severance Article of the Collective Agreement.

## **ARTICLE 29: SEVERANCE**

29:01 Sessional Lecturer I(s) with greater than six (6) years of service, Sessional Lecturer II(s) with greater than four (4) years of service, and Writing Instructors with a minimum of six hundred (600) hours of work and greater than four (4) years of service in the bargaining unit and who are not successful in obtaining any bargaining unit work in an academic year shall be eligible for a severance payment calculated on the following basis:

For SLI and SLII: one-seventeenth (1/17) of a stipend per FCE taught in the bargaining unit to a maximum payment equivalent to four (4) FCE at the employee's current rate of regular pay.

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

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

## **ARTICLE 30: HEALTH AND SAFETY**

30:01 No employee shall be required to act, nor shall any employee act in the course of their 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.

30:02 (a) Bargaining unit members on Joint Health and Safety Committees shall be remunerated for time required to carry out their duties.

(b) During the term of the renewal Collective Agreement, the Union may appoint a member within the Bargaining Unit to become Certified Worker Representative(s). The cost of the certification training programme (Part I, Part II and refresher as required to maintain certification) for the appointed employee(s) shall be borne by the Employer and the time spent in such certification training shall be treated as work time.

## **ARTICLE 31: TERM OF AGREEMENT**

31:01 This Agreement shall be effective September 1, 2014, and shall continue in full force and effect until August 31, 2017 and thereafter shall automatically renew itself for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

### Negotiations

31:02 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.

31:03 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.

**IN WITNESS WHEREOF** each of the parties hereto have caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on August 31, 2016.

**THE BOARD OF REGENTS OF VICTORIA UNIVERSITY**

**BY:**

Bursar

Manager, Human Resources

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902**

**BY:**

Chair

Vice Chair, Colleges

## **APPENDIX A: Job Description Guidelines**

### **GUIDELINES FOR PREPARING DESCRIPTION OF DUTIES & ALLOCATION OF HOURS FORM FOR TEACHING ASSISTANT COVERED BY THE CUPE, Local 3902 COLLECTIVE AGREEMENT**

#### **Purpose**

The purpose of these guidelines is to assist supervisors of employees in preparing the written description of each employee's position as required by Articles of the Collective Agreement between Victoria University and the Canadian Union of Public Employees, Local 3902.

In formulating job descriptions, supervisors are encouraged to discuss the details of the job description with the employee involved. Job descriptions are not required for Sessional Lecturers.

#### **Description of Duties and Allocation of Hours Form**

The Description of Duties and Allocation of Hours form attached has been prepared to ensure a uniform approach to the description of employee positions. Since the University community is a diverse and varied one, the final content of any job description cannot be specified in advance. However, a careful review of the following guidelines will provide each supervisor with the information necessary to complete each job description in accordance with the specific requirements of the position and in compliance with the terms of the Collective Agreement.

#### **How to Complete the Form**

Completion of the section on Duties involves describing the duties to be performed by the employee and providing a statement of the hours required for the completion of these duties. Using the sample list of duties described on the reverse side of the Form, duties are to be described by functional category, followed by a statement of the individual duties involved under that category. The functional categories to be used are: training, preparation, contact, marking/grading, and other duties. Only those duties which will form part of the employee's assignment should be listed on the form, in as much detail as necessary to adequately describe the duty.

**Training:** Mandatory employee participation in training programs should be reflected in this section. Note that all TAs on first appointments must be provided with training.

**Preparation:** Types of preparation are included on the reverse side of the form, and all preparation duties to be required of the employee by the employer should be included. Special attention should be paid to this section for those employees who are responsible for the independent teaching, under supervision, of a course or section.

**Contact:** Every scheduled hour of class time is to be treated as sixty (60) minutes in describing hours of work. Care should be taken, where contact does not extend over the standard period of twenty-eight (28) weeks per session (14 weeks per term), to indicate the expected period of contact. The level of supervision of the employee should be indicated.

**Marking/grading:** The nature and estimated number of assignments to be graded should be indicated, together with guidance as to the appropriate amount of time which should be devoted to marking each class assignment. The estimated enrolment should be entered and used in determining marking hours. If the marking workload will be unevenly distributed during the term, this should be stated. Should the number of assignments to be marked exceed the original estimate, supervisors must take appropriate measures to ensure the total time allocation for marking/grading is not exceeded (e.g. by increasing the hours allocated, by reducing the number of assignments to be graded, or by other measures). Similarly, supervisors should verify as early as possible that the time allocated per assignment has been appropriately estimated.

**Other duties:** These should be described in the same manner as the major categories discussed above. Also, this section should reflect attendance at mid-course review meetings which are called by employing Programs for review of assigned hours and duties (Article 15:08). “Other duties” must be consistent with the Collective Agreement.

The “total hours” for the assignment is the sum of the hours per session given for training, preparation, contact, marking/grading, and other duties. This total will be used to prepare the employee's pay form.

#### **Revision of Job Description**

Should it become necessary to revise the description of duties and/or the allocation of hours, refer to Articles 16:07 and 16:08 of CUPE, Local 3902 Collective Agreement. Note that these articles require that the revision be discussed with the employee. A revised “Description of Duties and Allocation of Hours” form should be prepared and provided to the employee, and for the Employer’s records.

**Description of Duties and Allocation of Hours Form**

Program \_\_\_\_\_

Course Number and Title \_\_\_\_\_

Supervising Professor \_\_\_\_\_

DUTIES (see reverse)	Hours Per Task	
	Initial	Revised
Training		
Preparation		
Contact		
Marking/Grading, Estimated Enrolment per T.A.		
Other Duties		
<b>TOTAL HOURS</b>		

\_\_\_\_\_  
Prepared By (Supervisor)                      Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Approved By (Program Coordinator)                      Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Accepted By (Incumbent)                      Signature

Date: \_\_\_\_\_

MID COURSE REVIEW CHANGES (if any)

Date of Meeting \_\_\_\_\_

\_\_\_\_\_  
Prepared By (Supervisor)                      Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Approved By (Program Coordinator)                      Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Accepted By (Incumbent)                      Signature

Date: \_\_\_\_\_

---

THE FOLLOWING DUTIES SHOULD BE CONSIDERED WHEN FILLING OUT THE JOB DESCRIPTION:

### 1. Training

- Attending TA training sessions
- Attending Health and Safety training sessions
- Meetings with supervisor

### 2. Preparation

- Preparing course outline
- Selecting relevant texts
- Preparing discussion outlines
- Preparing handouts
- Preparing reading lists
- Preparing bibliographies
- Designing and preparing tests/examinations
- Preparing assignments/problem sets
- Reading texts/manuals/source materials
- Preparing tutorial/lecture notes
- Preparing/setting up audiovisual materials and equipment
- Developing/maintaining course web site
- Attending supervisor's lectures/seminars
- Attending supervisor's labs/tutorials
- Announcing special seminars/workshops
- Consulting/meeting with course supervisor
- Preparing/setting up laboratory materials

- Demonstrating equipment outside class
- Demonstrating problem solving
- Tutoring individuals (not in centre)
- Leading field trips
- Office hours
- Consulting with students outside office hours
- Consulting with students electronically – PLEASE specify media and purpose of contact (e.g., e-mail, newsgroups, web sites, listserves, etc.)

### 3.2 Marking/Grading

- Language tapes
- Problem sets
- Computer programs
- Data sheets
- Laboratory reports
- Checking lab books
- Book reviews
- Oral presentations
- Demonstrations
- Projects
- Essays (indicate page length)
- Quizzes
- Mid-terms
- End-of-term tests
- Examinations
- Calculating/recording/tabulating grades

### 3. Core Duties

#### 3.1 Contact Time

- Conducting lectures
- Conducting tutorials/seminars/practicals
- Conducting special seminars/workshops
- Demonstrating in laboratory
- Demonstrating in language laboratory

### 4. Other Duties

- Exam/test invigilation
- Meetings with other TAs
- Clerical (e.g., photocopying handouts/readings)
- Technical support
- Coordinating other TAs, Resource Centres, etc.

---

### NOTES:

1. This list is instructive only. It is not exhaustive nor, of course, will all duties listed here apply to all Programs or all types of positions.
2. The list is not a substitute for clearly itemizing duties on the front of the form. Select ALL appropriate duties that you are assigning to the employee and that will be required of the employee and transfer to the appropriate section of the form, assigning a sufficient time allowance to each and specifying the total hours of the appointment to be devoted to this activity. Also include any duties you are assigning which are not on the list on this side of the form.
3. When allocating time for marking, indicate the number of individual items to be marked and the time allotted for each item. If the number of students is not known, estimate as accurately as possible and revise as necessary during the mid-course review. For contact hours indicate the number of hours per week and the number of weeks.

**APPENDIX B: Workload Review Form**

**WORKLOAD REVIEW FORM**

This form is presented in accordance with Article 16:09 of the Collective Agreement between Victoria University and the Canadian Union of Public Employees, Local 3902.

**To be completed by the employee:**

Name \_\_\_\_\_

Department of Work \_\_\_\_\_

Based on my job description and my experience to date with the job, I believe I may be unable to perform the following duties specified in my job description within the hours specified, as outlined below (please be as specific as possible):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I therefore suggest the following amendments (please specify changes to duties and/or hours):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**To be completed by employee's supervisor**

Name \_\_\_\_\_

Date Received \_\_\_\_\_

Response \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **APPENDIX C: 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 once he/she has taught at least eight (8) half courses or the equivalent and has taught in at least four (4) of the past six (6) years at Victoria College.

### **Process**

Once a candidate meets the eligibility criteria, the candidate may, by letter to the Principal, request the initiation of the advancement process. The candidate's letter must be received not later than September 15 for advancement consideration in the Fall Session, or January 15 for advancement consideration in the Spring Session.

The Principal will respond in writing to the candidate, advising the candidate within fifteen (15) working days of receipt of the advancement request, advising the candidate of the names of the Advancement Committee, which shall be composed of the Principal or designate (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 Principal. Where possible, one of the members of the Committee shall be a member of the CUPE Local 3902 Unit 2 bargaining unit who holds the rank of Sessional Lecturer II, provided the member agrees to so serve.

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

The Principal shall designate a member or members of the Committee to observe the candidate in the classroom as a critical and requisite part of the advancement process.

The candidate's Victoria University employment file shall 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
- 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 adhere 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, employees 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 Principal.

The Principal shall advise the candidate in writing of the outcome of the advancement process by December 31st, or before if possible for those under consideration for advancement in the Fall Session, and April 30 for those under consideration for advancement in the Spring Session. If a candidate's application is successful, he/she will have status as a Sessional Lecturer II in the following academic session. In advising candidates who are not successful, the Principal shall set out the reasons for which this decision was made.

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 after the date of the Principal'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 a review of the decision, by letter to the Principal within twenty (20) working days of receiving notice to that effect from the Principal. The Principal will advise the President of the appeal request. The President shall convene a Victoria University Advancement Review Panel to consider the appeal.

## **Victoria University Advancement Review Panel**

A Victoria University 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 members of the teaching staff appointed by the President. The President will advise the Union of the proposed names of the Victoria University Advancement Review Panel in writing. Within two (2) weeks of the date of the President's notification, the Union may advise the President in writing of any express reservations with respect to the proposed members. Once membership of the Panel has been mutually agreed, the President will advise the Union of the candidate in writing of the final composition of the Panel and the anticipated timing of its review and decision.

The Panel will not include members of the Advancement Committee who participated in the original decision.

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 Principal's letter to the candidate
- A written submission from the candidate

The Panel shall consider all the related materials 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.

The Victoria University Advancement Review Panel's decision shall be final and binding.

**LETTER OF INTENT: Victoria University Advancement Review Panel**

January 1, 2018

Victoria University agrees to provide the Victoria University Advancement Review Panel with information and training related to conducting an appeal review which would be comparable to the training provided to the UofT Advancement Review Panel. Victoria University will approach the University of Toronto to request advice and assistance in developing the training.

Ryan Culpepper, Chair  
Canadian Union of Public Employees, Local 3902

Raymond deSouza, Bursar  
Victoria University

**JOINT LETTER OF INTENT: Union Dues/Membership**

January 1, 2018

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 may inform employees orally about matters concerning Union dues in response to specific requests without this constituting a violation of this letter of intent.

Ryan Culpepper, Chair  
Canadian Union of Public Employees, Local 3902

Raymond deSouza, Bursar  
Victoria University

**LETTER OF INTENT- EMERGENCY POSTINGS**

Where the employer is posting a position under the provisions of the Emergency Posting Articles of this Collective Agreement (Article 15.01 (a), 16.01 (a), 17.01 (a), 19.01 (a)) which states that the notice may be posted for fewer than twenty (20) working days, but not fewer than two (2) working days and where it is feasible and practicable to do so, the employer will post for longer than two (2) working days.

Ray deSouza  
Bursar

**LETTER OF INTENT: Employment Insurance Hours for Sessional Lecturers**

January 1, 2018

Chair, Canadian Union of Public Employees, Local 3902

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 four-hundred and sixty (460) hours, and a course instructor for a half course will be deemed to have worked two-hundred and thirty (230) hours.

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.

Raymond deSouza, Bursar  
Victoria University

**LETTER OF INTENT – Victoria University Common Room**

April 4, 2019

Recognizing that employees under this Collective Agreement are members of the Victoria University community, the employer agrees that during the period of their employment, employees shall be entitled to use the Victoria University Common Room in the same way that other members of the University are, subject to the rules and procedures governing the access to and use of the Victoria University Common Room as defined by the University Senate and Administration from time to time.

Raymond deSouza, Bursar  
Victoria University

**LETTER OF INTENT - Language to be included in Letters of Offer**

April 4, 2019

The parties agree that the following language shall be included in letters of offer to employees:

For Sessional Lecturers and Writing Instructors:

As part of the terms of your employment you may be entitled to a Health Care Spending Account (HCSA). The amount for the HCSA will depend on the number of hours of the appointment. Please find a comprehensive Benefit Packages (i.e. Introductory Memo, Enrolment Form, FAQ) enclosed for your information. The HCSA can be used in addition to any coverage you currently enjoy.

For Teaching Assistants and Undergraduate Tutors:

As part of the terms of your employment you may be entitled to Plan A (HCSA-Only Green Shield Plan) or Plan B (Green Shield Top-Up Plan). Enrollment in Plan B is automatic upon acceptance of your employment. If coverage is available from other providers, Plan B will need to be applied into and can be used in addition to your base plan.

Please find a comprehensive Benefit Packages (i.e. Introductory Memo, Enrolment Form, FAQ) enclosed for your information.

As a member of the Victoria University community, you are entitled to use the Victoria University Common Room in the same way that the other members of the University are, subject to the rules and procedures governing access to and the use of the Victoria University Common Room.

Additionally, the following language is to be included in the letter of offer to Sessional Lecturers:

Any additional work required that arises out of this appointment (e.g. deferred exams) and which is required to take place following the normal ending date of this appointment will be compensated in accordance with Article 15: Remuneration for Teaching-Related Services.

The terms in this letter and the CUPE 3902, Unit 2 Collective Agreement constitute the entire agreement between us concerning your employment and there are no other terms and conditions or representations informing your decision to accept this offer. You may reach CUPE Local 3902, Unit 2 representatives at (416) 593-7057, or at their office located at 208 Bloor Street West, 3<sup>rd</sup> Floor, or visit the CUPE website at [www.cupe3902.org/unit2](http://www.cupe3902.org/unit2).

Ryan Culpepper, Chair  
Canadian Union of Public Employees, Local 3902

Raymond deSouza, Bursar  
Victoria University

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