MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF REGENTS OF VICTORIA UNIVERSITY IN THE UNIVERSITY OF TORONTO
"UNIVERSITY"

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902, UNIT 2
"UNION"

Subject to ratification by their respective principals, the undersigned hereby agree to a renewal collective agreement between them with the following provisions and agree to unanimously recommend same for ratification:

1. The term of the collective agreement shall be from September 1, 2014 to December 31, 2017.

2. The provisions of the collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically stated regarding wages.

3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement as amended by the provisions set out in Appendix A pages 1-47.

4. The parties agree to take the terms of this agreement to their respective principals for ratification as expeditiously as possible and undertake to advise each other of the decisions on ratification by email.

DATED AT Toronto, this 25th day of January, 2016.

FOR THE UNIVERSITY:

FOR THE UNION:

[Signatures]
WAGES

Victoria College will increase the wages to Sessional Lecturers, Writing Instructors, Graduate Teaching Assistants, Undergraduate Teaching Assistants and Undergraduate Tutors as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2014</td>
<td>0.5%</td>
</tr>
<tr>
<td>January 1, 2015</td>
<td>0.5%</td>
</tr>
<tr>
<td>July 1, 2015</td>
<td>0.5%</td>
</tr>
<tr>
<td>January 1, 2016</td>
<td>0.5%</td>
</tr>
<tr>
<td>July 1, 2016</td>
<td>0.5%</td>
</tr>
<tr>
<td>January 1, 2017</td>
<td>1.0%</td>
</tr>
</tbody>
</table>

One-time-only (OTO) payment for Sessional Lecturers and Writing Instructors as follows:

Sessional Lecturers: OTO of $300 per year, per course, pro-rated as appropriate.

Writing Instructors: OTO based on hours as follows

<table>
<thead>
<tr>
<th>Hours Range</th>
<th>OTO Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-74 hours</td>
<td>$80 on December 31, 2014</td>
</tr>
<tr>
<td></td>
<td>$60 on December 31, 2015</td>
</tr>
<tr>
<td></td>
<td>$40 on December 31, 2016</td>
</tr>
<tr>
<td>75-149 hours</td>
<td>$135 on December 31, 2014</td>
</tr>
<tr>
<td></td>
<td>$100 on December 31, 2015</td>
</tr>
<tr>
<td></td>
<td>$65 on December 31, 2016</td>
</tr>
<tr>
<td>150-224 hours</td>
<td>$190 on December 31, 2014</td>
</tr>
<tr>
<td></td>
<td>$145 on December 31, 2015</td>
</tr>
<tr>
<td></td>
<td>$95 on December 31, 2016</td>
</tr>
<tr>
<td>225-299</td>
<td>$250 on December 31, 2014</td>
</tr>
<tr>
<td></td>
<td>$190 on December 31, 2015</td>
</tr>
<tr>
<td></td>
<td>$125 on December 31, 2016</td>
</tr>
<tr>
<td>300 and above</td>
<td>$310 on December 31, 2014</td>
</tr>
<tr>
<td></td>
<td>$230 on December 31, 2015</td>
</tr>
<tr>
<td></td>
<td>$150 on December 31, 2016</td>
</tr>
</tbody>
</table>
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, colour, ethnic origin, citizenship, creed, religious or political affiliation or belief, sex, gender, sexual orientation, 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.

Jan 25 2016

For the University

For the Union

P. G.
Manager

K. H.
ARTICLE 4: NO DISCRIMINATION

Bullying and Personal Harassment
Workplace Harassment

4.02 In accordance with the 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 bullying and personal harassment workplace harassment, which could include or take the form of cyberbullying.

Workplace violence includes physical attacks, such as hitting, kicking, showing, 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.

In assessing whether bullying and personal harassment workplace harassment may have occurred, the definitions and standards set out in the 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 bullying and personal harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfaction with the outcome, of 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.

Agreed on: 22 Jan 2016

For the University: [Signature]

For the Union: [Signature]

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
Without Prejudice

CUPE 3902, Unit 2

[Signature]

Rebecca S

Victoria University

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 4: NO DISCRIMINATION

4:10 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:

Ken-Swan Jasbir Parmar
Paula Knopf
Kevin Burckett
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.


For the University:

[Signature]

For the Union:

[Signature]

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 6: UNION SECURITY

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.

Agreed on: 27 November '15

For the University: [Signature]  
[Signature]

For the Union: [Signature]  
[Signature]

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
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 Union Collective Agreement is in effect, and to include a copy of the Agreement with notification of appointment. 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 University will provide the Union with a searchable electronic copy of the Collective Agreement.

Agreed on: 21 Jan 2016

For the University: 

For the Union:

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 8: INFORMATION TO EMPLOYEES

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 his/her 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 his/her 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.

Agreed on: 27 November '15

For the University:
[Signature]
[Signature]

For the Union:
[Signature]
[Signature]

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 12: PROGRESSIVE DISCIPLINE

12.01 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 or written warning
**Step 2:** Written warning or letter of reprimand
**Step 3:** Letter of reprimand, suspension (with or without pay), change in assignment
**Step 4:** Discharge

Disciplinary measures shall be proportional to the seriousness of the issue and may increase in severity with further incidents of misconduct. An oral warning alone shall be used only in cases that appear minor or unlikely to proceed to Steps 2 and 3 of the discipline procedure.

The Employer reserves the right in serious circumstances to bypass Steps 1 and 2 of the recommended procedure. 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 at Steps 2 and/or 3 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.

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
Victoria University

Agreed on: 21 Jan 2016

For the University:

For the Union:

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 13: 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 without undue delay 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.

Agreed on: 22 Jan 2016

For the University:

[Signature]

For the Union:

[Signature]
ARTICLE 14: ARBITRATION

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:

Robert Howe, 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 a reasonable time of nine months, either party may request that the Minister of Labour appoint a Sole Arbitrator.

Agreed on: 27 November '15

For the University:
[Signature]

For the Union:
[Signature]
ARTICLE 15  SESSIONAL LECTURERS: APPOINTMENTS

Sessional Lecturers

Job Postings

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) term 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 duties. All postings shall include the following statement: “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.

(d) 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
15.02

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. 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.

Agreed on: 25 Jan. '16

FOR THE UNIVERSITY:

FOR THE UNION:

[Signatures]
ARTICLE 15 (SESSIONAL LECTURERS): APPOINTMENTS

Employee List

15:04 Within fifteen (15) working days 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.

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.

Agreed on: 21 Jan 2016

For the University: [Signature]

For the Union: [Signature]

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 16 (TEACHING ASSISTANTS): APPOINTMENTS:

16:01  (b) 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.”

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.”

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

FOR THE UNIVERSITY

[Signature]

Jan 25/16

FOR THE UNION

[Signature]

Feb 9

R. Cap

R. Hance

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 16 TEACHING ASSISTANTS: APPOINTMENTS

Hiring Criteria
16.02

Preference in hiring shall only be given to graduate students at the University of Toronto, and to Undergraduate Students at Victoria College, 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 and previous teaching 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.

Agreed on: Jan 25/16

FOR THE UNIVERSITY:

[Signature]

FOR THE UNION:

[Signature]
ARTICLE 17 WRITING INSTRUCTIONS: 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 statement: “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) 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.

(d) A posted position may be left unfilled.

Jan 25 16
ARTICLE 18 (UNDERGRADUATE TUTOR): APPOINTMENTS:

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 Tcrm (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 positions may be filled after posting for few than twenty (20) 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 statement: “The job is posted in accordance with the CUPE 3902 Collective Agreement.”

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.”

It is understood that some announcements of vacancies are tentative.

(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. When an emergency posting is made the Union shall receive a copy without undue delay.

(c) 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)

FOR THE UNIVERSITY

[Signature]

FOR THE UNION

[Signature]
ARTICLE 18 (UNDERGRADUATE TUTORS): APPOINTMENTS

Notice of Appointment

18:03 All applicants shall be advised in writing of the outcome of their applications within fifteen (15) working days 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 a copy of their contract.

Agreed on: 21 Jan 2016

For the University: [Signature]

For the Union: [Signature]

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 18 (UNDERGRADUATE TUTORS): APPOINTMENTS

Employee List

18:05 Within fifteen (15) working days 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.

Agreed on: 21 Jan, 2014

For the University:

[Signatures]

For the Union:

[Signatures]

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
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 Blackboard 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 Blackboard, 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 fifteen (15) twenty-five (25) 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.


For the University: ____________________________

For the Union: ____________________________

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 20: EMPLOYEE EVALUATION AND RECORDS

20:02 The Employer may evaluate each employee’s work performance in writing. Such evaluations shall not normally take place at least 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, reasonable 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 17:02 without undue delay, for discussion with and comment by the employee.

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

For the University:

For the Union:

KALL
Adlina Cooper

Without Prejudice

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 20: EMPLOYEE EVALUATION AND RECORDS

Student Evaluations

20:04 The parties agree that performance evaluations 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."


For the University: 

[Signature]

For the Union:

[Signature]

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 21: LEAVES OF ABSENCE

Short Term Leave

21:01 (a) With the approval of the supervisor(s) concerned, an employee may arrange to exchange duties, or for another employee or faculty member to substitute for him/her for periods not to exceed one (1) week at a time be eligible for short-term leave in accordance with the provisions of this article. Permission for such exchanges or substitutions 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 (Job Posting), 15:03 (Notice of Appointment), 15:05 (Job Descriptions), and 15:10 (No Layoffs) shall not apply.


For the University:

For the Union:

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 21: LEAVES OF ABSENCE

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 one (1) two (2) employee 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.

Agreed on: 25 January 2016

For the University:  

For the Union:  

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 21: LEAVES OF ABSENCE

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 utilize the provisions of Article 21:01 (Short Term Leave) 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. If the employee is unable to find an acceptable substitute for him/herself as required under Article 21:01, the employee may request to reschedule contact hours in order to be absent from the workplace for the period of leave requested. If this is not possible, the employee may request a leave without loss of pay for a period of up to two (2) calendar days once in an academic year in which he or she is employed in an appointment of fifty (50) hours or greater.


For the University: ____________________________

For the Union: ____________________________

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 21: LEAVES OF ABSENCE

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 the 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. The provisions of Article 15.01 (Job Posting), 15.03 (Notice of Appointment), 15.05 (Job Description) and 15.10 (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.

Agreed on: 25 Jan '16

FOR THE UNIVERSITY:

[Signature]

FOR THE UNION:

[Signature]
ARTICLE 21: LEAVES OF ABSENCE

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 she 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 her intention to do so or upon confirming her previous arrangement for return. The employee shall be reinstated to her position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of her original period of employment.

(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 University will pay the employee ninety-five (95) percent of regular pay during the two (2) week waiting period for Employment Insurance benefits and, for the next fifteen (15) weeks, or until the end of the appointment (whichever comes first) will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary the actual salary which she was receiving on the last day worked prior to the commencement of the pregnancy leave, provided that the employee applies for and receives Employment Insurance benefits.

(e) In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may begin her leave, but shall notify her employing Program as soon as possible, but no later than ten (10) working days subsequent to her first day of leave. The employee shall provide, at the Employer's expense, a doctor's certificate from a legally qualified

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


For the University: [Signature]

For the Union: [Signature]

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 21: LEAVES OF ABSENCE

Parental Leave

21:10  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 four (4) weeks or less during the term of an appointment shall not result in an interruption of regular biweekly installments. Leaves longer than four (4) weeks during the term of the appointment shall be without pay for the period which exceeds the first four (4) weeks of such leave. No payment will be made which exceeds the term of employment.

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 during the parental leave period. The University will for the next six (6) weeks following the end of pregnancy leave, or until the end of the appointment (whichever comes first) pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits. The University will pay the employee ninety-five (95) percent of regular pay during the two (2) week waiting period for Employment Insurance benefits, and, for the next eight (8) weeks, or until the end of the appointment (whichever comes first) will pay the difference between Employment Insurance benefits and ninety-five (95) percent of the actual salary which she/he was receiving on the last day worked prior to the commencement of the parental leave, provided that the employee applies for and receives Employment Insurance benefits.

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

Agreed on: 21 Jan 2016

For the University: 

For the Union:

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
Victoria University

CUPE 3902, Unit 2

Without Prejudice

Stephen

R. H.

M. Mescall

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 21: LEAVES OF ABSENCE

Parental Partner Leave

21:11 Upon request, the birth or adoption of a child, an employee a non-birth parent shall be entitled to up to one (1) week without loss of pay within four (4) six (6) weeks of the birth of the employee's child or 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.


For the University:

[Signature]

For the Union:

[Signature]

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 21: LEAVES OF ABSENCE

Bereavement Leave

21:12 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), 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, 15:03, 15:05, and 15:10 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.


For the University:

[Signature]

For the Union:

[Signature]

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
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: of two (2) weeks' pay for each year (September 1 – August 31) worked to a maximum of thirty (30) weeks.

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.

Agreed on: 25 January 2016

For the University: ________________________

[Signature]

For the Union: ________________________

[Signature]

[Signature]

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: Victoria University Advancement Review Panel

March 28, 2013

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.

Abouzar Nasirzadeh, Chair
Canadian Union of Public Employees, Local 3902

Raymond deSouza, Bursar
Victoria University

Agreed on: 25 January 2016

For the University:

For the Union:

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT - Language to be included in Letters of Offer

March 28, 2013
January 22, 2016

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

As part of the terms of your employment you may be entitled to a Health Care Spending Account (HCSA), the amount of which depends on your number of hours of appointment. Please find a comprehensive HCSA Benefit Package (i.e. Introductory Memo, Enrolment Form, FAQ) enclosed for your information. Please contact the Human Resources Office, at (416) 585-4574 to arrange an appointment in order to enroll in the HCSA benefit plan. The HCSA can be used in addition to any coverage you currently enjoy.

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

Additionally, the following language 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 180 Bloor Street West, Suite 803, or visit the CUPE website at www.cupe3902.org/unit2.

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

Raymond deSouza, Bursar
Victoria University


For the University: [Signature]

For the Union: [Signature]

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
Without Prejudice

Victoria University

CUPE 3902, Unit 2

Rebecca

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: Employment Insurance Hours for Sessional Lecturers


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


For the University:

For the Union:

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
JOINT LETTER OF INTENT: Union Dues/Membership


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.

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

Raymond deSouza, Bursar  
Victoria University

Agreed on: 25 January 2016

For the University:

For the Union:

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT - Senior Common Room

March 28, 2013

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 Senior 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 Senior Common Room as defined by the University Senate and Administration from time to time.

Raymond deSouza, Bursar
Victoria University

Agreed on: 25 January 2016

For the University:

For the Union:

Rebecca S.

Article numbers and article references to be numbered accordingly to allow appropriate sequencing and cross-references.
Letter of Intent: Labour Management Committee

The parties agree following the completion of such discussions at the University of Toronto, to discuss the contractual implications of “sexual identity and expression” at a Labour Management Committee meeting.

Ray deSouza
Bursar

Agreed on: 25 Jan '16

FOR THE UNIVERSITY:

FOR THE UNION:
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

Agreed on: ____________________________

FOR THE UNIVERSITY:

_______________________________

FOR THE UNION:

_______________________________
Letter of Intent: Article 23 Health Care

This letter will confirm the parties agreement in principle, reached in the current round of collective bargaining for this renewal collective agreement, to provide each employee in the bargaining unit with one of Plan A - A Health Care Plan (Green-Shield Top-Up) or Plan B (Health Care Spending Account) 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, Unit1, that is, the CUPE 3902 Unit 1 Health Care Plan as it now exists.

Victoria University will proceed immediately upon ratification of the renewal collective agreement to commence discussions with the University of Toronto and with Green Shield to determine feasibility of including employees in this bargaining unit in the University of Toronto Unit 1 Health Care Plan.

Any future changes to the plan shall be negotiated separately by each of the University of Toronto and Victoria University with their respective CUPE 3902 Units in subsequent collective bargaining discussions, and may or may not continue to be the same.

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

Agreed on: 25 Jan ‘16

FOR THE UNIVERSITY: [Signature]

FOR THE UNION: [Signature]
Upon ratification of this collective agreement, the parties agree to convene an information session to discuss the Policy on Victoria College Fellows and Associates.

Agreed on: 25 Jan '16

FOR THE UNIVERSITY: 
[Signature]

FOR THE UNION: 
[Signature]