

Appendix B-2: Writing Instructor 2 (priority)

1. **Granting of priority status:** The terms of this Appendix apply to individuals who have been advanced to the status of Writing Instructor 2 (WI2) and who have served at that rank for at least five (5) consecutive years in a single Writing Centre, with a minimum average of 300 hours per academic year based on the three (3) most recent years in that Writing Centre. A WI2 who meets these criteria will be considered a WI2 (priority).

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

- (a) The WI2 (priority) will have priority in the three consecutive years following first meeting the criteria set out in paragraph (1), or any successful review as set out in paragraph 1(c).
- (b) Each WI2 (priority) will be offered a contract of employment of no fewer than 300 hours in an academic year, normally over a period of two terms. For clarity, this contract of employment will be offered without the assignment being posted under Article 16:05 of the Collective Agreement.
- (c) In the third consecutive year of the three years referred to in paragraph 2(a), the Writing Centre Director shall review the employee's performance. The review shall take into account performance during the current and previous two academic years. If the Director concludes that the employee's performance has been and continues to be superior, the WI2 (priority) will be given priority for a further three consecutive years, and another review will take place in the third year.
- (d) Notwithstanding paragraph 2(b), the employee and the University may agree to an employment contract of fewer than 300 hours in an academic year.
- (e) Notwithstanding the requirement in paragraph 2(a) that priority apply to consecutive academic years, if the employee accepts an academic position at the University or elsewhere, the employee may request that a contract be deferred to the subsequent academic year. Such a request is subject to the Writing Centre Director's approval. The Writing Centre Director intends to act reasonably in considering such requests. If approval is granted, the term "consecutive years" in paragraph 2(a) will apply to three consecutive academic years in which the employee works for the University as a writing instructor.
- (f) If the Writing Centre is unable to offer a contract, or is only able to offer a contract for fewer than 300 hours, during one of the three consecutive years during which a WI2 (priority) has priority status, the University will pay the employee the difference between the hours worked and 300 hours for that academic year.
- (g) A WI2 (priority) will be entitled to enrol in the Group RRSP available to sessional lecturers in accordance with Article 25 of the Collective Agreement, provided the employee is eligible and elects to participate in accordance with 25:03(b) and 25:03(c). Each participating WI2 (priority) will contribute six percent (6.0%) of eligible income and a matching amount will be contributed by the University. The University's contribution will be added to the participant's T4 income and then deducted as a contribution, and is subject to statutory payroll deductions. Provisions 25:03(g) to 25:03 (j) of the Collective Agreement will apply to those participating in the Group RRSP.

3. Cessation of priority status/employment

- (a) If, as a result of the review set out in paragraph 2(c), the Writing Centre Director concludes that the employee's performance has not been or is not superior, the employee will no longer be considered a WI2 (priority) and will have no further entitlement under this Letter.
- (b) The Director's determination under paragraph 2(c) shall not be subject to the grievance and/or arbitration provisions of the Collective Agreement.
- (c) If the Director concludes that the employee's performance has not been or is not superior, the employee shall have the right to utilize the appeals process in Appendix B, as set out under the headings "Appeals" and "University of Toronto Advancement Review Panel", with the following modifications:
 - All references to "Writing Instructor II" will be interpreted as references to "Writing Instructor 2 (priority)".
 - All references to "the Advancement Committee" will be interpreted as references to "the Director".
 - All references to advancement to the status of Writing Instructor II will be interpreted as references to being considered a WI2 (priority).
 - The materials with which the Panel will be provided will not include an "original application" but will include written documentation, if any, that was relied upon by the Director in reaching their determination, as well as the items listed in the second, third and fourth bullet points in the applicable provision of Appendix B.
 - The remaining provisions of the relevant sections of Appendix B apply to any appeal under this paragraph including the fact that the University of Toronto Advancement Review Panel's decisions are final and binding.
- (d) If a WI2 (priority) declines an offer of employment that is made in accordance with this Appendix (except where a deferral for one year is granted under paragraph 2(e)) the WI2 (priority) will lose their priority status and have no further entitlement under this Appendix. Such a loss of priority will not prevent an employee from requalifying for priority status in the future if the employee again meets the criteria set out in paragraph 1.
- (e) A WI2 who ceases to be entitled to priority status in accordance with this paragraph continues to have the entitlements of a WI2 within the terms of the Collective Agreement.
- (f) If writing centre or program closes, priority status terminates effective upon closure.
- (g) In the event that for a second consecutive year the writing centre is unable to offer a contract no further payment will be made (beyond the one-year payment contemplated in paragraph 2(f)), and the WI2 (priority) will be entitled to apply for severance under Article 30:01 of the Collective Agreement.
- (h) A WI2 (priority) will be entitled to elect severance under Article 30:01 of the Collective Agreement in the event that, for a second or subsequent consecutive academic year, the Writing Centre is only able to offer the WI2 (priority) a contract for fewer than 300 hours. If the WI2 (priority) elects to accept a contract for fewer than 300 hours in an academic year, they may elect severance in a subsequent year if in consecutive years fewer than 300 hours per academic year continue to be offered.

- (i) Nothing in this paragraph prevents the WI2 (priority) from applying for severance under the terms of Article 30:01 of the Collective Agreement if the terms of that Article apply in the circumstances.

4. Other

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

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

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

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

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

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

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