

MEMORANDUM OF AGREEMENT ENTERED INTO in the City of Toronto in the Province of Ontario as of January 30, 2014.

- between -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(hereinafter called "the Employer")

- and -

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION and its Local 519
(hereinafter called "the Union")

ARTICLE 1: RECOGNITION AND COVERAGE

1:01 The Employer recognizes the Union as the exclusive collective bargaining agent with respect to all matters properly arising under the terms of this Agreement for all constables, security officers and security guards employed by the University of Toronto, save and except Sergeants, persons above the rank of Sergeant and persons currently covered by any other bargaining unit. The term "employee" or "employees" wherever used in this agreement shall mean any or all of the employees in the bargaining unit as herein defined unless the context otherwise provides.

ARTICLE 2: NO DISCRIMINATION

2:01

- (a) The Employer and Union shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights or with respect to terms or conditions of employment on the grounds of race, creed, ethnic origin, citizenship, colour, age, sex, marital status, family status, religion, nationality, ancestry or place of origin, political affiliation, disability as defined in the Ontario Human Rights Code, or sexual orientation, and any person covered by this Agreement who feels that he/she has suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.
- (b) The Employer further agrees to abide by the Ontario Human Rights Code including its duty to accommodate the bargaining unit members under the Ontario Human Rights Code, including but not limited to disabilities. Disputes regarding accommodation and/or return to work shall be dealt with in accordance to Article 7.07.

Sexual Harassment

2:02 Sexual harassment shall be considered discrimination under Article 2:01 of this Agreement.

Harassment based on sex includes:

- (a) Unwanted sexual attention of a persistent or abusive nature, by a person who knows or ought reasonably to know that such attention is unwanted; or
- (b) A course of physical or verbal conduct, or other forms of communications occurring while a member is in the employ of the University or acting on behalf of the University, that is directed at one or more specific individual, that emphasizes the sex or sexual orientation of the individual or those individuals in a manner which the actor knows or ought reasonably to know creates for that individual or those individuals an intimidating, hostile, or offensive working environment and that exceeds the bounds of freedom of expression or academic freedom as they are understood in the University policies and accepted practices, including but not restricted to those explicitly adopted; or

- (c) Implied or expressed promise of reward for complying with a sexually oriented request; or
- (d) Implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.

2:03 An employee may elect to submit a grievance alleging sexual harassment under the collective agreement or to file a complaint under the University's Sexual Harassment Policy:

- (i) An employee who elects to file a grievance under the collective agreement shall, if he or she wishes, have access to the mediation process in the University's Sexual Harassment Policy prior to Step 1 of the grievance procedure and may be accompanied by a Union representative during the process, if he/she chooses. An employee may withdraw from the mediation process at any time and resume the grievance process. Where the person normally hearing the grievance is the alleged harasser, the grievance shall be automatically forwarded to the next step in the grievance procedure.
- (ii) 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.
- (iii) 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 which 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.

The provisions of this clause may not be utilized by an employee where the subject matter of the complaint is or has been or becomes the subject of a complaint to the Human Rights Commission under the *Human Rights Code*.

Workplace Harassment and Workplace Violence

2:04 The University has created the Policy with Respect to Workplace Harassment and the Policy with Respect to Workplace Violence. A copy of each Policy has been provided to the Union. The Policies can also be accessed on the University's Governing Council website.

The University has also developed programs to implement each policy. The Human Resources Guideline on Civil Conduct (the "Civility Guideline") is the University's program that implements the Policy with respect to Workplace Harassment. The University of Toronto Workplace Violence Program implements the Policy with respect to Workplace Violence. A copy of both the Civility Guideline and the Workplace Violence Program has been provided to the Union. These documents can also be accessed through the University's Human Resources and Equity website.

The University recognizes the right of the Union to file a grievance on behalf of an employee alleging a violation of either Policy if all internal steps have been exhausted and the employee is unsatisfied with the outcome. 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 have the right to be accompanied by a Union representative.

ARTICLE 3: EMPLOYMENT EQUITY

3:01 The University and the Union are committed to equal opportunity in employment for women, men, aboriginal peoples, persons with disabilities and persons who are because of race or colour, in a visible minority in Canada.

ARTICLE 4: MANAGEMENT FUNCTIONS

4:01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, lay-off, and suspend or otherwise discipline employees subject to the provisions of this Agreement;
- (c) establish and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
- (d) generally to manage and operate the University of Toronto.

ARTICLE 5: NO STRIKES OR LOCKOUTS

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

ARTICLE 6: UNION SECURITY AND CHECK-OFF

6:01 As a condition of continued employment, the Employer will deduct a sum equivalent to the monthly dues from the first pay due such employee in each calendar month, during the term of this Agreement. The amount of the regular monthly dues shall be those authorized by the Union, and the Director of Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.

6:02 In consideration of the deducting and forwarding of Union dues by the employer, the Union agrees to indemnify and save harmless the employer against any claims or liabilities arising or resulting from the operation of this article.

6:03 Dues deductions shall become effective from the date of hire. Such dues shall be forwarded to the Accounting Department at 100 Lesmill Road, North York, Ontario M3B 3P8, no later than the fifteenth day of the month following that month in which deduction is taken along with a list of employees from whom deductions were made, such list to show name, social insurance number, and amount deducted.

6:04 The employer agrees to include the annual total of dues deducted on each employee's T4 slip.

ARTICLE 7: UNION REPRESENTATION

7:01 The Employer agrees that there shall be at least two (2) Union Stewards to represent the employees on each campus. The Union will endeavor that stewards are appointed and assigned in a timely manner and will notify the Employer of the names of the Union Stewards in advance of them being recognized by the University.

7:02 The Union acknowledges that Union Stewards have duties to perform on behalf of the Employer, and Stewards will not absent themselves from such duties unreasonably in order to attend to the grievances of employees. In consideration of this acknowledgment and undertaking, the Employer will compensate Stewards for the time spent in handling grievances of employees and attending to Union business. Such compensation shall not extend beyond normal working hours except where the Steward has been authorized by the Employer to deal with a matter, which would require performance beyond the normal working hours. It is agreed that overtime rates will not be paid in such instances. Stewards will be required to request leave from the supervisor before leaving their work place and will report back to him/her on returning to same. The University will endeavor to schedule such grievance meetings, wherever practicable, during the Steward's working hours. If no Steward is scheduled to work and a Steward is required to attend a grievance meeting during non-scheduled hours, the Steward shall be compensated at straight time for a minimum of four (4) hours.

Labour/Management Committee

7:03 The Employer and the Union agree to the formation of a centralized Labour/Management Committee for the purposes of discussing matters of mutual interest. Meetings shall be convened upon mutual agreement of the parties. The purpose of the Committee shall be to promote harmony between the Employer and the employees, to make recommendations to improve the efficiency of the work force, and any such other matters related to working conditions. Meetings shall be held quarterly or sooner if required and alternately co-chaired by one (1) member of each party. The University will endeavor to schedule such meetings, wherever practicable, during the member's working hours. However, where committee members are required to attend beyond the normal working hours, the members will be compensated at regular pay for time spent in the meeting. It is agreed that overtime rates will not be paid in such instances.

If a committee member is required to attend a meeting during their regularly scheduled day off, the committee member shall be compensated at straight time for a minimum of four (4) hours.

The Committee shall not have the power to modify, alter, or interpret the Collective Agreement or deal with grievances. Management shall appoint one (1) representative from each campus. The Union shall elect or appoint one (1) representative from each campus who are employed in the bargaining unit. It is agreed that, with advance notification, either party may invite additional resource personnel. The location and date of each meeting shall be by mutual agreement. The University will endeavor to schedule meetings during working hours.

A tri-campus committee shall be formed and comprised of one (1) member of Management from each campus and one (1) Union member to be elected or appointed from amongst the employees at each campus. A meeting of the tri-campus committee shall be convened upon mutual agreement of the parties. Meetings shall be alternatively co-chaired by one (1) member of each party.

Negotiating Committee

7:04 The parties agree that there will be a negotiating committee comprised of five (5) representatives selected by the Union and five (5) representatives selected by the Employer.

The Employer will pay for all hours spent in negotiation meetings with the Employer to a maximum of twelve (12) hours a day. If an employee is on a regularly scheduled day off he/she will be given another day off in lieu of the time spent in negotiations. If an employee is scheduled to work a shift that is in conflict with the negotiations then the Employer will reschedule such shift to accommodate attendance at negotiations. It is agreed that there will

be one (1) committee member from each of the Scarborough and Mississauga campuses, two (2) committee members from the St. George campus and the President of the Local.

- 7:05 The Employer agrees that a staff representative of OPSEU and/or a designated representative of his/her staff shall have the right to enter the workplace and speak with members of the Union during working hours.

Advance notice must be given to the supervisor and the meeting will take place at a time and for a duration mutually convenient to the supervisor and the staff representative of OPSEU.

Health and Safety Committee

- 7:06 The University and the Union share responsibility for providing a safe and healthy workplace in accordance with the Ontario Occupational Health and Safety Act. The parties agree to maintain a Joint Health and Safety Committee to deal with health and safety issues concerning employees in the bargaining unit. It is the firm belief of the parties that through joint education programs, joint investigations of health and safety issues and joint resolution of these issues that the workplace will be co-operatively maintained in a safe and healthy condition.

The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

The University agrees that the Union shall be represented on standing Health and Safety committees at St. George campus, University of Toronto at Scarborough and Mississauga campuses. The Union shall select two (2) union members from the St. George campus and one (1) union member each from the University of Toronto at Scarborough and at Mississauga campuses as their representatives to the respective standing committees on health and safety. If a committee member is required to attend a meeting at any time other than their regularly scheduled shift, the committee member shall be compensated at straight time for a minimum of four (4) hours.

The mandate of the committees and representatives in each workplace shall be to review health and safety concerns relating to the workplace and to ensure all appropriate legislation is being complied with. The representatives in carrying out the mandate may identify health and safety problems and recommend possible solutions.

ARTICLE 8: DISCIPLINE

- 8:01 The Employer and the Union recognize the value of progressive discipline with the purpose of being corrective in application. However, the Employer reserves the right to impose any discipline it deems as appropriate in any particular given circumstance.

- 8:02 When an employee is summoned to the supervisor's office for an interview concerning discipline, the supervisor will inform the employee of his/her right to have his/her Union Steward present prior to discussing the matter with the employee. The employee may, if he/she desires, request the presence of his/her Union Steward to represent him/her during the interview. If the employee requests representation by his/her Union Steward, the supervisor will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned.

- 8:03 Verbal and written warnings shall be removed from the employee's record two (2) years after the date of such disciplinary action being recorded, provided there has been no recurrence of a

similar infraction. All other discipline shall be removed from the employee's record three (3) years after the date of such disciplinary action being recorded, provided there has been no recurrence of a similar infraction.

- 8:04 All discipline issued to employees shall be in writing with one (1) copy filed, one (1) supplied to the individual concerned, and one (1) copy to his/her Union Steward. No counseling shall be copied to the employee's personnel file.

ARTICLE 9: GRIEVANCE PROCEDURE

- 9:01 An employee having a grievance arising out of the interpretation, application, administration, or alleged violation of the collective agreement, will first take up the grievance within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance with his/her supervisor who will attempt to adjust it.

Step One

- 9:02 Failing satisfactory settlement under Article 9:01, the grievor shall submit the grievance in writing within fifteen (15) working days of the occurrence of the matter. Within ten (10) working days of the submission of the grievance, the designated authority and the grievor shall meet. The grievor, at his/her option, may be accompanied by a union representative.

The designated authority shall give his/her answer in writing, within five (5) working days after the grievance meeting.

For the purpose of this article, the definition of "writing" includes written letter, facsimile or electronic mail.

Step Two

- 9:03 If the grievance is not settled at Step One, a written grievance may be referred to the Director of Labour Relations or a designate representative of Labour Relations by the Union within five (5) working days of receiving an answer in writing from Step One. A meeting shall be arranged by the Director of Labour Relations or a designated representative of Labour Relations with the grievor and a representative of the Union within ten (10) working days of the receipt of the grievance in order to resolve the dispute. The Director of Labour Relations or a designate representative of Labour Relations shall give his/her reply in writing within five (5) working days if the grievance is not settled at this meeting.

Group Grievance

- 9:04 Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievances as one (1) grievance subject to all applicable provisions under the grievance procedure, provided that such grievance shall commence at Step 1.

Policy Grievance

- 9:05 Should any difference arise between the Employer and the Union as to the interpretation or alleged violation of the provisions of this Agreement affecting the Union as such, or the employees as a whole, both the Union and the Employer shall have the right to file a grievance as outlined in Article 9:04 at Stage 2. This procedure shall not be utilized to circumvent a grievance which should properly be brought as an individual or group grievance. A grievance of the Employer or a policy grievance of the Union must be sent by registered mail or be personally delivered to the Director of Labour Relations of the Employer or to the Union Representative, as the case may be, within fifteen (15) working days after the occurrence of

the matter which is the subject of the grievance. The parties shall meet to discuss any such grievance within ten (10) working days of receipt of the grievance. The designated representative of the Union or the Director of Labour Relations or his/her designated representative shall give his/her reply in writing within ten (10) working days. If the matter is not resolved then either party may notify the other, in writing, within a further period of fifteen (15) working days, that it intends to proceed to arbitration as hereafter set out. The notice of intention to proceed to arbitration shall contain details of the grievance, a statement of the exact matter in dispute and a settlement of the relief sought from an arbitrator.

Suspension/Discharge

9:06 In the case of an employee being suspended or discharged, he/she may submit a grievance in writing to the Director of Labour Relations or his/her designated representative, within ten (10) working days after his/her suspension or discharge. The Director of Labour Relations or a designated representative of Labour Relations shall meet with the grievor and a representative of the Union within a further period of fifteen (15) working days after presentation of the grievance. If the grievance is not settled at this meeting, then either party may notify the other, in writing, within a further period of fifteen (15) working days after the date of the meeting that it intends to proceed to arbitration as hereafter set out.

Time Limits

9:07 Saturdays, Sundays and paid holidays will not be counted in determining the time within which any action is to be taken or completed under the grievance, arbitration or job posting procedures. Time limits may be extended by mutual agreement in writing between the parties hereto.

ARTICLE 10: MEDIATION / ARBITRATION

10:01 Prior to referring a grievance to arbitration, the parties will discuss the possibility of mediation, using a mutually agreed upon mediator, in the interests of resolving disputes as early as possible. The Union or the University may withdraw from the mediation process at any time and resume the grievance process.

10:02 If the grievance is not settled at Step Two, either party may notify the other within a further period of fifteen (15) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitrator and the name and address of the party's nominee as sole arbitrator.

10:03 The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of the party's selection of an arbitrator within fifteen (15) working days after receiving the notice. If the parties are unable to agree upon the selection of an arbitrator within a period of fifteen (15) working days, either party shall then have the right to request the Ministry of Labour for Ontario to appoint an arbitrator.

10:04 Each party shall jointly and equally bear the fees and expenses of the arbitrator. No grievance may be submitted to an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.

10:05 Alternatively, the parties may by mutual agreement agree that the grievance be referred to a board of arbitration.

The party who gives notice that the grievance be referred to a board of arbitration shall notify the other party of the name and address of the party's nominee to the proposed arbitration board. The party who receives the notice of intention to proceed to a board of arbitration shall then notify the other party of the name and address of their party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice. The two (2) nominees shall attempt to select a chairperson for the board. If they are unable to agree upon the selection within a further period of ten (10) working days after the appointment of the second nominee, either of the parties shall then have the right to request the Minister of Labour to appoint a chairperson for the board.

10:06 In the event an arbitrator properly deals with a matter relating to discharge or other disciplinary action, the arbitrator has the authority to reinstate an employee with or without compensation for wages lost or to make any other award it may deem just in the event there has been a violation of this Agreement by the Employer.

10:07 An arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement nor to add to or amend any of the terms of this Agreement. The jurisdiction of the arbitrator shall be strictly confined to dealing with the issue in dispute between the parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 11: PROBATIONARY EMPLOYEES

11:01 New employees will be considered as probationary employees and will not acquire seniority until after they have worked for a period of one (1) year, from the date of last hire by the Employer or from the date of last entering the bargaining unit.

All new employees shall be hired on a probationary basis for a period of one (1) year. Employees on probation will be given orientation, training as deemed appropriate by Employer, and will be provided with written evaluations approximately quarterly.

The Employer may discharge an employee at any time during the probationary period, without cause and at the sole discretion of the Employer, unless the discharge was discriminatory, arbitrary or made in bad faith.

In the event the employee is discharged he/she shall be entitled to submit a grievance under Article 9:06 of the collective agreement.

Special Constable Status

11:02 As a condition of employment, under the terms of the collective agreement, constables and corporals must be able to meet the requirements established for special constable status as set out by the Toronto Police Services Board and/or the Regional Municipality of Peel Police Services Board, and/or the Regional Municipality of York Police Services Board, as applicable. Prior to the acceptance of any term of employment with the University of Toronto Police, an applicant must have been successful in the background investigation conducted by the Toronto Police Services board and/or the Regional Municipality of Peel Services board, and/or the Regional Municipality of York Police Services Board, failing which it will be deemed that the University has just cause for rescinding the conditional offer of employment.

Should a Constable or Corporal apply for a transfer to another campus an employee must pass the background investigation of the Police Services Board(s) applicable to that campus prior to transferring to that campus. In the event that a current Constable or Corporal does not re-qualify for Special Constable status, he/she shall have the opportunity to appeal to the

appropriate board, as provided for in the *Police Services Act*. Pending the outcome of the appeal, the Employer shall continue to employ the employee at his/her current rate of pay. If the appeal is successful and the employee is granted Special Constable status, he/she shall continue to be employed in his/her current position. If the appeal is unsuccessful the employee shall be terminated.

The parties agree that changes to the requirements as specified for Special Constable status which could affect the employment of members of the bargaining unit shall be the subject of a tri-campus labour/management committee meeting. It is further agreed that employees will be given, wherever possible, a reasonable period of time to meet the changed guidelines.

Nothing in this provision shall be interpreted such as to prevent the Employer from unilaterally terminating the Special Constable agreement with the Toronto Police Services Board, and/or the Regional Municipality of Peel Police Services, and/or the Regional Municipality of York Police Services board at any time and at its sole discretion.

Security Clearance - Communication Operators

11:03 As a condition of employment, under the term of the collective agreement, Communication Operators must be in receipt of a security clearance as set out by the Toronto Police Services Board, and/or the Regional Municipality of Peel Services Board, and/or the Regional Municipality of York Police Services Board, as applicable. Prior to the acceptance of any term of employment with the University of Toronto, an applicant must have been successful in the background investigation conducted by the Toronto Police Services Board, and/or the Regional Municipality of Peel Police Services Board, and/or the Regional Municipality of York Police Services Board, failing which it will be deemed that the University has just cause for rescinding the conditional offer of employment.

Should a Communication Operator apply for a transfer to another campus an employee must pass the background investigation of the Police Services board(s) applicable to that campus prior to transferring to that campus.

ARTICLE 12: SENIORITY

12:01 The Employer agrees to observe the seniority of the employees in connection with promotions, demotions, lay-offs, and recalls insofar as it is practicable to do so, providing other qualifications are relatively equal. Promotions to supervisory positions outside of the bargaining unit shall not be subject to the provisions of this Agreement.

When an employee is laid off, he/she shall have the option of displacing the least senior employee in the same classification or the least senior employee in a lower classification affected by the layoff, providing he/she is qualified to perform the work of that classification and has more seniority in terms of service than the employee to be displaced. The intention to exercise this right must be declared within ten (10) days of notification of lay-off by the Employer. It is understood that when an employee exercises this option, he/she shall be paid the rate for the lower classification.

Accumulation of Seniority

12:02 Seniority shall accumulate in the following circumstances:

- (a) when actually at work;
- (b) when absent on vacation or holidays;

- (c) to the extent the employee is covered by the sick leave provisions of the collective agreement;
- (d) during the first one-hundred and twenty (120) days of a leave of absence; and
- (e) while on pregnancy/parental leave.

Loss of Seniority

12:03 An employee shall lose seniority if he/she:

- (a) voluntarily quits the employ of the University;
- (b) is dismissed with just cause;
- (c) has been laid off for more than one year;
- (d) fails to return to work within ten (10) days following the termination of an authorized leave of absence without a reason satisfactory to the Employer;
- (e) following a lay-off, fails to advise the Employer within five (5) working days of receipt of notice to return to work, of his/her intention to return to work or fails to report for work on the date and at the time specified in the said notice.

Seniority List

12:04 A current seniority list will be prepared and provided to the Local President quarterly each year during the term of this Agreement. The Union will have thirty (30) days to inform the Employer of any errors and/or omission to the list to be adjusted if established to be inaccurate.

Notice of Lay-Off

12:05 The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:

Upon completion of the probationary period, but with less than one (1) year of service - one (1) week

One (1) year of service, less than three (3) years - two (2) weeks

Three (3) years of service or more - one (1) week for each year of service to maximum of eight (8) weeks

If the employee to be laid off has not been given the opportunity to work the amount of time specified in the above schedule, he/she shall be paid in lieu of that part of the notice required in the schedule during which work was not available.

One week's pay is equal to the amount an employee would have received at his/her regular rate of pay for non-overtime work week.

Change of Address

- 12:06 It shall be the duty of each employee to notify and keep the Employer informed promptly of any change of address, telephone number, and e-mail. If any employee should fail to do so, the Employer will not be responsible for failure of such notice to reach the employee.

ARTICLE 13: PART-TIME AND TEMPORARY EMPLOYEES

- 13:01 The primary intent in employing part-time and temporary employees is to fill vacancies of a temporary nature resulting from the absence of regular employees due to illness or leave of absence and/or resulting from temporary operational requirements. For clarity, part-time and temporary employees will not be utilized to staff positions of a continuing nature.

Part-time and temporary employees shall be governed by the terms of this agreement, except the following articles which shall not apply to such employees: Seniority Articles 12:01 to 12:06 inclusive; Job Security Article 14:01; Hours of Work Articles 15:01 to 15:15 inclusive; Paid Holiday Article 16:01; Vacation Article 17:01; Sick Leave Articles 18:01 to 18:13 inclusive; Progression Article 20:01 to 20:02 inclusive; Job Posting Articles 21:01 to 21:07 inclusive; Leave of Absence Articles 25:01 to 25:16 inclusive; Benefits Articles 28:01 to 28:09 inclusive; Clothing and Equipment Article 29:01.

Part-time and temporary employees shall be entitled to vacation pay of four (4) percent of gross earnings payable on each pay.

Part-time and temporary employees will be paid out statutory holiday pay on a pay date following the paid holiday. Paid holidays and paid holiday pay will be in accordance with the terms of the *Employment Standards Act*.

Part-time and temporary employees will be paid no less than the starting rate for the classification as set out in Schedule I: WAGE RATES. When determining the wage rate for part-time and temporary employees, the Employer shall give due consideration to previous experience as Special Constables, Police Officers or Emergency Service Communication Operators.

The Employer will provide the Union with a copy of the letter of offer for part-time and temporary employees hired in accordance with this Article. The letter of offer will include the name, classification, rate of pay and start date of the employee, as well as the duration of the assignment if known at time of hire.

ARTICLE 14: JOB SECURITY

- 14:01 It is the declared intention of the Employer to provide for the job security of the employees covered by the terms of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Toronto in the most efficient and economic manner possible in order that it may satisfactorily discharge its public responsibilities. It is agreed that any employee employed as of the date of the signing of this agreement shall not be laid off by reason of the Employer contracting out work being performed by such employee or assigning to other non bargaining unit employees. However, in such event, the Employer agrees that the employee will be placed in another job with a similar rate and be retrained.

ARTICLE 15: HOURS OF WORK AND OVERTIME (COMPRESSED WORK WEEK)

15:01 The standard work week shall be forty (40) hours in accordance with the regular shift schedule, provided that this shall not constitute a guarantee of hours of work per day or of days of work per week.

The compressed work week shall average forty (40) hours in accordance with the regular shift schedule, provide that this shall not constitute a guarantee of hours of work per day or of days of work per week.

Each campus will utilize on a regular ongoing basis a regular shift schedule consisting of a standard work week comprised of five (5) eight (8) hour shifts and a compressed work week comprised of twelve (12) hour shifts.

A compressed work week comprised of ten (10) hour shifts may be utilized on an irregular exceptional basis in addition to and/or in place of the shifts described above if deemed necessary by the Employer to meet temporary operational requirements, which may include but are not limited to planned or unplanned events/circumstances and/or leaves of absence.

Notwithstanding any of the above, if the Employer determines that only one (1) type of shift schedule will be utilized at any campus, then that shift schedule will consist exclusively of a compressed work week comprised of twelve (12) hour shifts.

The Employer will assign employees to a rotating shift schedule of fifteen (15) weeks duration or longer, consisting of a standard work week comprised of five (5) eight (8) hour shifts or a compressed work week comprised of twelve (12) hour shifts or a compressed work week comprised of ten (10) hour shifts. For clarity, the Employer may change the shift schedule upon giving notice of ten (10) days or more in accordance with Article 15:02.

Employees may express their preference in writing for any of the shift schedules described above at any time and the Employer will give due consideration to those preferences when assigning shift schedules. The Employer will consider skill, ability and relevant qualifications of employees, as well as operational requirements, when developing shift schedules. For clarity, the Employer reserves the right to assign shift schedules at its sole discretion.

Authorized work performed in excess of twelve (12) continuous hours in any one day shall be paid for at the rate of one and one-half (1½) times the basic hourly rate for employees who work on the compressed work week comprised of twelve (12) hour shifts.

Authorized work performed in excess of ten (10) continuous hours in any one day shall be paid for at the rate of one and one-half (1½) times the basic hourly rate for employees who work on the compressed work week comprised of ten (10) hour shifts.

Authorized work performed in excess of eight (8) continuous hours in any one day shall be paid for at the rate of one and one-half (1½) times the basic hourly rate for employees who work on the standard work week comprised of eight (8) hour shifts.

Authorized work performed in excess of the standard work week shall be paid for at the rate of one and one-half (1½) times the basic hourly rate. Authorized overtime will not be requested, scheduled, or permitted to extend beyond the regularly scheduled twelve (12) hour shift by more than four (4) hours, the regularly scheduled ten (10) hour shift by six (6) hours or a regularly scheduled eight (8) hour shift by eight (8) hours.

Shift Schedules

- 15:02 Shift schedules shall be prepared and posted in accordance with each campus location's work week cycle. Posting of schedules shall not be with less than 15 weeks notice. The Employer may change the shift schedule of an employee upon giving the employee notice of ten (10) days or more. The Employer will seek to obtain the agreement of the employee before changing their schedule, however, the Employer reserves the right to change schedules in the event that there is no mutual agreement.

The Employer agrees to notify all employees of the posting dates for the shift schedules on an annual basis.

Shift Relief

- 15:03 It is agreed that employees on shift shall not leave their place of work until properly relieved by another employee or until authorized to do so by their supervisor.

Shift Change

- 15:04 Where due to emergencies, illness or any other unforeseen circumstances an employee is required to change from his/her regular shift schedule he/she shall be paid eight (8) hours additional pay.

In the event the employee is returned to his/her previous shift schedule, no payment will be made for that change of schedule.

This short change provision shall only apply where an employee receives less than ten (10) days notice of a short shift change.

Mutual Shift Relief

- 15:05 With the consent of the supervisor, an employee may have another employee relieve him/her of his/her regular shift. In such cases, however, overtime will not be paid to the relieving employee. Mutual Relief will be allowed in increments of one (1) hour with written approval of the supervisor. Such requests shall not be unreasonably denied. All exchanges of full shifts must include: the shift being relieved, and the corresponding traded shift occurring during the posted shift schedule.

Rest and Eating Periods

- 15:06 All employees will be permitted a fifteen (15) minute rest period in the first half of the shift and in the second half of the shift.

Employees scheduled to work on a compressed work week will be permitted to have one (1) thirty (30) minute eating period in the first half, and one (1) thirty (30) minute eating period in the second half of each twelve (12) hour shift. Such employees will also be permitted a fifteen (15) minute rest period in the first half and in the second half of each twelve (12) hour shift.

Overtime Cancellation

- 15:07 When an employee is scheduled to work overtime, and such overtime work is not required, the Employer shall make every reasonable effort to notify the employee of the cancellation as early as possible. Should the Employer fail to notify the employee one hour prior to the employee's scheduled time to report to work for the overtime assignment, the Employer will pay the employee three (3) hours pay at his/her basic rate

Recall

- 15:08 An employee who has completed his/her regular shift and is recalled to work shall receive a minimum of four (4) hours pay at the appropriate overtime rate. A recall is defined as a return to work, which begins and ends outside of the regularly scheduled shift.

Court Appearance

- 15:09 When an employee is required to attend court on his/her day off, upon completion of court proceedings, he/she is discharged for duty for that day.

No Pyramiding

- 15:10 Premium payments shall not be duplicated where overtime is worked under any of the terms of this article. Payment shall be made under the single provision, which provides the highest rate of pay.

Work Done By Supervisors

- 15:11 Employees who are not in the bargaining unit will not perform duties normally done by those employees who are covered by this Agreement, except for the purposes of instruction, investigation, or in emergencies when regular employees are not available, or to the extent that bargaining unit employees are deprived of working normal hours or deprived of overtime work assignments.

Relieving Higher Classification in the Bargaining Unit

- 15:12 When an employee has been assigned to work in a job of a higher classification in the bargaining unit, he/she shall be paid at the appropriate rate for all hours worked on that assignment.

Relieving Higher Classification that is Excluded from the Bargaining Unit

- 15:13 When an employee has been assigned to work in a supervisory position, he/she shall be paid three (3) dollars per hour for all hours worked on that assignment after having worked at least one (1) hour, including the initial one (1) hour.

Educational Courses

- 15:14 Where the Employer requires an employee to take a job-related educational course, training session or seminar, either during working hours or outside of regular working hours the employee will receive payment for attendance at such a course at the straight time rate of pay for all hours at which the employee is required to be in attendance. In any instance, the employee shall receive no less than four (4) hours pay at straight time.

Location Transfer

- 15:15 When management at the University of Toronto Scarborough (UTSC) Campus Police determines that a situation exists for which additional staff is required, it will make a request to the St. George (UTSG) Campus Police for a Special Constable (SPC) transfer for the shift.

The UTSG Campus Police will assess its staffing levels for the shift, and if it is operationally feasible, will direct a SPC to the UTSC Campus Police office.

Upon receiving the direction noted in paragraph 2 above, the UTSG Campus Police SPC will travel to the UTSC Campus Police office and report for duty.

The UTSG Campus Police SPC will be provided with appropriate mileage reimbursement for travel both to and from the UTSC campus, and will be provided with a meal allowance at the rate set out in the collective agreement.

If the SPC has already started his/her shift at UTSG when directed to UTSC, one (1) hour of travel time will be paid to the SPC. If the SPC has not yet started his/her shift, two (2) hours of travel time will be paid.

Where the UTSG Campus Police SPC misses a meal break as a result of the timing of the transfer, the meal break will be provided after he/she arrives at the UTSC Campus Police office at a time designated by the supervisor.

This protocol may also be applied in the reverse (i.e. a transfer from UTSC to UTSG).

ARTICLE 16: PAID HOLIDAYS

16:01 All employees covered by this Agreement shall be granted the following paid holidays with pay at the employee's regular rate of pay for his/her normal number of working hours:

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

An employee who works on one of the above paid holidays will be paid for their regularly scheduled hours of work at time and one-half (1½) the basic hourly rate in addition to straight time holiday pay for all hours worked on the paid holiday to a maximum of twelve (12) hours.

An employee who is not scheduled to work on the paid holiday, and who qualifies for paid holiday pay as set out below will receive an additional eight (8) hours pay.

The foregoing provisions concerning payment for paid holidays shall not apply if the employee (except in accordance with the terms of the collective agreement):

- (a) is on sick leave under Article 18:01;
- (b) is on approved leave of absence;
- (c) is on layoff;
- (d) fails to report for work on such holiday if scheduled; and/or
- (e) fails to work his/her regular shift prior to and following the paid holiday.

16:02 The Employer shall designate the day of observance of paid holidays in the aforementioned clause 16:01. Notice shall be sent to the Union from the Employer within a reasonable time period prior to the date of observance of the paid holidays or paid holidays. The Employer will designate the day of observance of paid holidays on the days they actually fall.

ARTICLE 17: VACATION WITH PAY

17:01 Employees earn vacation time with pay (vacation credits) on the following basis:

Length of Continuous Services as of	Accrued Monthly Length of Vacation
--	---------------------------------------

Employment Date	Time Off (Working Hours)
1 - 60 months	10.00 hours
61 - 72 months	10.67 hours
73 - 84 months	11.33 hours
85 - 96 months	12.00 hours
97 - 108 months	12.67 hours
109 - 132 months	13.33 hours
133 - 156 months	14.00 hours
157 - 168 months	14.67 hours
169 months or more	16.67 hours

Vacation entitlement shall not be rounded up or down. Employees shall be entitled to take vacation credits earned to the nearest half day. Vacation credits of less than half day shall be carried forward and shall continue to accrue.

Vacations will be taken to the extent practical to do so at a time mutually satisfactory to the employee and the Employer, however the employer reserves the right to assign vacations in the event that a mutually satisfactory vacation time cannot be found.

The choice of vacation period will be given to employees according to their seniority. Employees having more than one hundred and twenty (120) hours vacation will not be allowed to take more than one hundred and twenty (120) hours vacation continuously without approval of supervisor.

If a holiday falls during an employee's vacation, an extra eight (8) hours pay will be allowed off in lieu of the holiday.

- 17:02 For the purpose of this Article, a vacation year shall be based on an employee's employment anniversary date. Vacation credits are to be used on a year to year basis by employees to take vacation and are not normally to be accumulated beyond an employee's annual entitlement.
- 17:03 Employees may carry forward vacation credits in excess of the employee's annual entitlement to a maximum of forty (40) hours with written approval of the employee's supervisor. (i.e. employees may carry over a maximum of 1 year of vacation entitlement plus 40 hours into a subsequent year).
- 17:04 Vacations will, as far as practicable taking into consideration operational requirements, be granted at the times most desired by the employees. An employee, to qualify for consideration of his/her request for vacation, in accordance with their seniority standing, must notify the Employer of their preferred vacation time by February 15 of each year for vacations commencing the period July 1 to June 30 following the date of the request. Once scheduled, approved vacation shall not be changed unless mutually agreed to by the employee and the Employer. The Employer reserves the authority to designate vacation periods in a manner consistent with efficient operations of the University.
- 17:05 Requests for vacation that are made outside the process outlined in Article 17:04 above, shall be reviewed on a first-come, first-serve basis. Such requests shall not be unreasonably denied. The University shall not be required to incur overtime, nor a shift change cost as contemplated by Article 15:04 in order to approve a request for vacation made under this paragraph.

ARTICLE 18: SICK LEAVE

18:01 The University of Toronto has established a sick leave policy, which will cover the employees under this Collective Agreement as established hereafter.

Definition

18:02 Sick leave is defined as absence because of an employee's illness or injury not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable. The purpose of the Sick Leave Plan is to provide against loss of earnings for University employees who are prevented by sickness or accident from performing their regular duties.

Basis of Sick Leave

18:03 All full time salaried employees upon completion of ninety (90) working days shall be eligible to be granted sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury not compensable under the provisions of the *Workplace Safety and Insurance Act*.

18:04 In each calendar year commencing December 1, sick leave with pay will be granted in accordance with the following provision: Commencing with the fifth (5th) period of absence due to illness, no pay will be granted for the first one (1) day of sick leave absence. Commencing the sixth (6th) period of absence due to illness, no pay will be granted for the first two (2) days of sick leave absence. Commencing with the seventh (7th) or any subsequent period of absence due to illness, no pay will be granted for the first three (3) days of sick leave absence.

18:05 Article 18:04 shall not apply in the first occurrence in the event an employee is absent due to an accident or an injury requiring the attention of a physician or in the instance of an employee who is hospitalized, nor shall such absence be counted in determining the number of periods of absences referred to in Article 18:04.

Where an employee requires additional medical treatment or therapy after the first occurrence where such leave has been granted, providing the employee has made prior satisfactory arrangements for release from duty with the supervisor, the time excused from work in order to be available for the said treatment shall not be counted in determining the number of period of absences referred to in Article 18.04.

Required to Call In

18:06 When an employee is unable to report for work due to sickness or injury, the Manager or designate on duty must be notified promptly but not later than one (1) hour before the employee was scheduled to commence work, except in unforeseen circumstances and be kept informed of the anticipated return to work date. All incidents of absence and lateness shall be recorded and reported in accordance with the applicable procedures and practices established by management.

Physician's Certificate

18:07 An employee may, with prior warning, be required to provide a doctor's certificate certifying that the employee is unable to carry out his/her normal duties due to illness.

An employee who is absent due to illness for more than three (3) consecutive shifts shall furnish within ten (10) consecutive days from the commencement of such absence a certificate from his/her physician licensed to practice medicine, stating the prognosis, the date examined by the physician and the probable date of return to duty of the employee. The Employer will only accept original medical certificates, indicating first treatment date or expected return to work date, and are verified by a legally and licensed medical practitioner.

Misuse of Sick Leave

18:08 Where it has been established that an employee has misused the sick leave provisions, such misuse will be cause for termination of services by the Employer.

Medical Examination for New Employees

18:09 Newly hired employees will be required to be certified by a legally qualified Medical Practitioner employed by the Employer to be in good health mentally and physically, and fit for duty as a member of the Police Services.

Medical Examination Required During Employment

18:10 Where the Employer has reason to believe that the employee may not be able to safely or satisfactorily perform his/her duties, as a result of an injury, accident, illness, the employee may be required to be certified by a legally qualified Medical Practitioner employed by the Employer.

Dispute Over Medical Examinations

18:11 If a dispute should arise concerning the application of clauses 18:09 or 18:10 between an employee and the Employer's Medical Practitioner as to the employee's fitness, the employee shall be referred to an independent medical consultant mutually agreed upon by the Union and the Employer. The consultant's opinion shall be considered the final decision as to the employee's fitness to continue to work at his/her regular occupation.

Sick Leave Pay -- While Drawing Workplace Safety and Insurance Benefits

18:12 An employee who is prevented from performing his/her regular work with the Employer as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance Act* shall receive from the Employer the difference between the amount paid by the Workplace Safety and Insurance Board and the employee's regular salary from the first day of the said accident. Payment from the Employer shall not exceed a term of fifteen (15) consecutive weeks for each accident compensable by the Workplace Safety and Insurance Board.

Hospitalization During Vacation

18:13 An employee who is hospitalized or confined during his/her vacation period will be allowed to draw sick leave with pay for the period of time for which he/she is hospitalized or confined in accordance with Article 18:02 providing that the employee furnishes proof of such hospitalization or confinement to his/her supervisor. The employee will be allowed to reschedule that portion of vacation during which he/she was hospitalized or confined to a later date mutually agreeable to the employee and his/her supervisor.

ARTICLE 19: ACCOMMODATION / RETURN TO WORK

19:01 The University recognizes its duty to accommodate the disabilities of the bargaining unit members under the Ontario Human Rights Code.

- a) The University agrees to recognize and, to the extent outlined in this article, to deal with a Union Representative. The University will pay for the Representative to receive up to three (3) (or more as agreed to between the parties) days of appropriate training in accommodation issues through a training programme that will be agreed to in advance by the Union and the University.
- b) Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, the Union may assign the Representative to represent the employee. The University may also request that the Union direct the Union Representative to participate in discussions regarding a particular case before a dispute arises. The University shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to representation.

With the written consent of the employee, the Union Representative shall have access to any relevant medical information related to the accommodation and/or return to work of the employee.

- c) Where the University proposes a particular measure of accommodation, or does not adopt a proposal by an employee / Union of a particular measure of accommodation, the University shall provide the Union Representative with the reasons for the proposal or denial at the Union's request.
- d) The Union Representative will suffer no loss of straight-time pay when meeting with the University on accommodation and/or return to work issues, or for time necessarily spent in the handling of grievances where the Representative is acting in place of a Union Steward.
- e) Disputes regarding accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Two.
- f) The employee will be reimbursed for all medical reports related to accommodation that the University may request subsequent to the initially completed University of Toronto Return to Work Form. Reimbursement will be up to the amount as outlined in the Ontario Medical Association's Guidelines.

ARTICLE 20: PROGRESSION

Constable

20:01 Employees hired as 4th Class Constables shall progress as follows:

- 1) At the conclusion of thirty (30) working days of service as a 4th Class Constables, the employee shall be enrolled in the applicable University of Toronto benefit programs in accordance with the provisions of this Agreement.
- 2) At the conclusion of six (6) months of service, the Employer shall evaluate the performance of the individual and shall advise the employee of the results thereof. If in the opinion of the Employer the performance of the employee meets the level of performance expected of a 3rd Class Constable, the employee will be promoted to 3rd Class Constable.

- 3) At the conclusion of one (1) year of service, the Employer shall evaluate the performance of the individual and shall advise the employee of the results thereof. If the employee's performance is evaluated by the Employer as satisfactory or better, the employee shall acquire seniority and will be promoted to 3rd Class Constable, if not already promoted. If such evaluation is unsatisfactory the employee will be discharged.
- 4) At the conclusion of two (2) years of service, the employee will be promoted to 2nd Class Constable. For employees hired after December 31, 2010, this promotion shall be conditional upon the employee's performance being evaluated by the Employer as satisfactory or better. This promotion shall not be unreasonably or arbitrarily withheld by the Employer.
- 5) At the conclusion of three (3) years of service, the employee will be promoted to 1st Class Constable. For employees hired after December 31, 2010, this promotion shall be conditional upon the employee's performance being evaluated by the Employer as satisfactory or better. This promotion shall not be unreasonably or arbitrarily withheld by the Employer.

In the event the employee is discharged, he/she will be entitled to submit a grievance under Article 9:06 of the collective agreement.

An employee who has been confirmed in the 1st Class Constable or Corporal position shall not be demoted to the 2nd class, 3rd class, or 4th class position for disciplinary reasons.

Communications Operator

20:02 Employees hired as Communications Operator III shall progress as follows:

- 1) At the conclusion of thirty (30) working days of service as a Communications Operator III, the employee shall be enrolled in the applicable University of Toronto benefit programs in accordance with the provisions of this Agreement.
- 2) At the conclusion of six (6) months of service, the Employer shall evaluate the performance of the individual and shall advise the employee of the results thereof. If in the opinion of the Employer the performance of the employee meets the level of performance expected of a Communications Operator II, the employee will be promoted to Communications Operator II.
- 3) At the conclusion of one (1) year of service, the Employer shall evaluate the performance of the individual and shall advise the employee of the results thereof. If the employee's performance is evaluated by the Employer as satisfactory or better, the employee shall acquire seniority and will be promoted to Communications Operator II, if not already promoted. If such evaluation is unsatisfactory the employee will be discharged.
- 4) At the conclusion of two (2) years of service, the employee will be promoted to Communications Operator I.

In the event the employee is discharged, he/she will be entitled to submit a grievance under Article 9:06 of the collective agreement.

ARTICLE 21: JOB POSTING

21:01 At least ten (10) working days prior to filling any vacancy covered by the terms of this Agreement, the Employer first will post notice of the vacant position in the Employer's offices,

and on the bulletin boards of the employing department in order that all members will know about the position and be able to make written application therefor. Such notice shall contain the following information: nature of position, job description, required knowledge and education, ability and skills, hours of work, work location and salary rate.

- 21:02 It is agreed that employees in the bargaining unit shall be given first consideration in accordance with the provision of Article 21:01. If the Employer is unable to select from amongst those applicants a successful candidate, then applications from outside the bargaining unit will be given consideration in filling the vacancy.
- 21:03 When selecting an employee to fill a posted vacant bargaining unit position, the Employer agrees to use all available information to determine which employee is best qualified to fill the position. The Employer will consider his/her education, knowledge, and ability to perform the job. Where the Employer determines that the qualifications for the position are relatively equal between the applicants, seniority shall be the governing factor.

Trial Period

- 21:04 The successful applicant shall be placed on trial for a period of two hundred and forty (240) working hours for assumption of new duties. Conditional on satisfactory service such trial promotion or transfer shall be confirmed after the period of two hundred and forty (240) working hours. In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his/her former position without loss of seniority and at his/her former salary rate. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to his/her former position without loss of seniority and at his/her former salary rate.
- 21:05 Any such employee shall be given the opportunity to revert to his/her former position and conditions if he/she so requests within two hundred and forty (240) working hours from the assumption of new duties and the provisions of the immediately preceding paragraph shall apply to such reversion.

Limitation on Application

- 21:06 An employee must successfully complete his/her probationary period before he/she is eligible for consideration of another position, unless it is in the Employer's interest to consider him/her for transfer.

An employee who has been successful in filling a posted job vacancy must serve at least three (3) months in the position before he/she is eligible for consideration for any other position, unless it is in the Employer's interest to consider him/her for transfer.

Explanation to Employee

- 21:07 An unsuccessful applicant shall be granted an interview upon request in order to discuss areas where improvements might be made.

ARTICLE 22: JOB CLASSIFICATIONS

- 22:01 In the event the Employer establishes any new job classification within the bargaining unit, the Employer will discuss the provisions of the job classification with the Union prior to its establishment. Nothing in this clause shall be interpreted to prevent the Employer from establishing any new job classification, and staffing same in accordance with the terms of this Agreement.

ARTICLE 23: CORRESPONDENCE

23:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director, Labour Relations, University of Toronto, 215 Huron Street, 8th Floor, Toronto, Ontario M5S 1A2 and the Staff Representative, Ontario Public Service Employees Union, 31 Wellesley Street East, Toronto, Ontario M4Y 1G7 with copies to the President of the Ontario Public Service Employees Union, Local 519.

ARTICLE 24: NOTIFICATION OF CHANGE OF STATUS

24:01 Every employee shall be individually responsible for notifying the Employer within five (5) working days of change of address, marital status, name, income tax status, insurance beneficiary, next of kin, and any other reasonable information pertaining to personnel records.

ARTICLE 25: LEAVES OF ABSENCE

Bereavement Leave

25:01

In the event of the death of a member of the immediate family or a member of his/her household or a person whose relationship is not defined below the impact of which is comparable to that of the immediate family e.g., a close friend; an employee will be provided with up to a maximum of five (5) consecutive days without loss of pay for the employee's regularly scheduled hours of work during that five day period to a maximum of 40 hours of regular pay.

"Immediate family" shall mean: spouse or same-sex partner, parent, child (including stepchild), grandchild, sibling (including stepbrother, stepsister), parent-in-law, grandparent, guardian, or ward.

Jury Duty/Witness Leave

25:02 The Employer shall compensate any employee who is subpoenaed or summonsed to a tribunal or judicial proceeding arising from the course of his/her employment or who is required for jury duty the difference between his/her normal earnings and payment he/she received for attendance.

Personal Leave

25:03 An employee may be granted a leave of absence without pay for valid personal reasons. All applications for leave of absence must be made, in writing, and submitted to the supervisor for written approval. Any extension of leave of absence must also be applied for and granted in writing. Granting of such leave shall not be unreasonably withheld.

Pregnancy Leave

25:04

- (a) For employees with one (1) year of service or more, the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and for the next fifteen (15) weeks, will 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.

- (b) For employees with one (1) year of service or more, the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and for the next fifteen (15) weeks, will 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.

Effective at the beginning of the first full pay period following July 1, 2015, for employees with one (1) year of service or more, the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and for the next sixteen (16) weeks, will 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.

- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks notice being given to the University. If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances, and the expected or actual date of birth. In such case the employee will be entitled to utilize sick leave in accordance with Article 18 until the actual birth of the baby, the expected date of delivery or the date she intended to start her pregnancy leave as stated in her written notice, whichever comes first. An employee must give two (2) weeks notice of any change of the commencement of the pregnancy leave.
- (d) If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born, and the employee will be entitled to take a parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give the University four (4) weeks` written notice of the date on which she intends to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the University four (4) weeks` written notice before the date the leave was to end.
- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's pregnancy leave, provided the employees fulfills any requirements for said continuation.

At the end of the leave period provided in this policy, an employee will continue in the same position or a comparable one in terms of work setting, level of responsibility and remuneration, and without prejudice to promotion and without loss of any other rights and privileges.

Parental Leave

25:05

- (a) An employee who is a parent of a child and who has been employed with the University for at least thirteen (13) weeks is entitled to a parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Both parents will be eligible to take a parental leave as follows:
 - (i) up to thirty-five (35) weeks of parental leave for birth mothers

- (ii) up to thirty-seven (37) weeks of parental leave for all other new parents, such as birth fathers, adoptive parents, and same-sex partners.
- (b) For employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of the birth mother. For other parents, parental leave must commence within fifty-two (52) weeks after the birth or after the child first comes into the custody, care and control of a parent. This provision is not available to employees who have taken Primary Caregiver Leave.
- (c) Effective at the beginning of the first full pay period following July 1, 2015, for employees with one (1) year of service or more the University will pay ninety-five (95) percent of base wages during the two (2) week waiting period for Employment insurance benefits, and, for the next eight (8) weeks, will pay the difference between the Employment Insurance benefits and ninety-five (95) percent of base wages, provided that the employee applies for and receives Employment Insurance benefits.
- (d) An employee who is entitled to a parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If he/she does not specify when the leave will end, it will be assumed that he/she wishes to take the maximum leave.

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.

- (e) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of his/her intent to take the parental leave.
- (f) If an employee on parental leave wishes to change the date of his/her return to work to an earlier date, he/she must give the University four (4) weeks' written notice of the date on which he/she intends to return.
- (g) If an employee wishes to change the date of return to work to a later date (but to the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- (h) Seniority, vacation, benefits, and pensionable services continue during an employee's parental leave, provided the employee fulfils any requirements for said continuation.

At the end of the leave period provided in this policy, an employee will continue in the same position or a comparable one in terms of work setting, level of responsibility and remuneration, and without prejudice to promotion and without loss of any other rights and privileges.

Primary Caregiver Leave

25:06

- (a) Primary Caregiver Leave is available to a parent, other than the biological mother, who has the primary responsibility for the care of a child during the eighteen (18) weeks immediately following:
 - (i) the birth of a child; or
 - (ii) the coming of a child into the custody, care, and control of a parent for the first time.

Primary Caregiver Leave must be applied for and granted, in writing, with a minimum of two (2) weeks` notice and is available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.

- (b) An employee making such an application must confirm, in writing, that the employee will, in fact, have the primary responsibility for the care of the child during the period of the leave applied for (e.g., for a father or same-sex parent, because the mother is unavailable or has return to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).
- (c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.
- (d) For employees with one (1) year of service or more, the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and for the next ten (10) weeks, will 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. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions, which arise through the blending of families.

Effective at the beginning of the first full pay period following July 1, 2015, for employees with one (1) year of service or more, the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and for the next sixteen (16) weeks, will 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. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions, which arise through the blending of families.

- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee`s Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation.

25:07 Upon return to work from pregnancy, parental, or primary caregiver leave the employee shall be entitled to reinstatement in his/her position at the current rate of pay including any retroactive salary adjustments that occurred during the leave and with no loss of seniority.

25:08 The requirements established by Employment & Immigration Canada concerning Employment Insurance benefits and Supplemental Employment Benefits (SEB), as they apply to Article 24:04 are as follows:

Benefit Level:

Other earnings earned by an employee with another employer or by self-employment must be considered in the benefit level criterion. The combination of Employment Insurance benefits, Supplemental Employment Benefits and all other earnings will never exceed ninety-five (95) percent of the employee's normal weekly earnings.

Disqualification or Disentitlement:

Employees disqualified or disentitled from receiving Employment Insurance benefits are not eligible for Supplemental Employment Benefits.

Paternity Leave

25:09 Upon the birth or adoption of a child a father shall be granted up to two (2) days paid leave of absence.

Effective at the beginning of the first full pay period following July 1, 2015, upon the birth or adoption of a child a father shall be granted up to four (4) days paid leave of absence.

Application for such leave shall be submitted in writing to the employee's supervisor, at least five (5) days in advance. Paternity leave must be taken within the first month of the birth or an adoption.

Family/Floating Leave

25:10 The University shall grant up to two (2) eight (8) hours days (16 hours) or up to four (4) half-days of paid family leave in any year to an employee. Wherever possible, staff members shall make their need for family leave known to their supervisor at least five (5) days in advance. Reasons for family leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, or stepping-in when the regular caregiver is away.

The University shall grant up to two (2) eight (8) hours days (16 hours) or up to four (4) half-days of paid floating leave in any year. Whenever possible, staff members shall make their need for floating leave known to their supervisor at least five (5) days in advance. Reasons for requiring these floating days include, but are not limited to, the observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave or family leave, writing examinations, and attending to emergency situations.

In arranging these leaves the best interest of the University as well as the interest of the employee shall be considered. It is anticipated that the employee will schedule leaves, where possible, so as to minimize the disruption to the operations of the employing department.

Convention and Seminars

25:11 Subject to the approval of the Designated Authority and upon written request at least ten (10) working days in advance, leave of absence without pay or loss of seniority shall be granted to not more than two (2) employees on the St. George Campus and not more than one (1) employee each from the Scarborough and Mississauga campuses at any one time. Such leave of absence shall apply to employees who may be elected or appointed 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 travel time. Such leave shall not exceed twenty (20) working days in total for the bargaining unit in any calendar year.

Granting of such leaves shall not be unreasonably withheld.

The Employer will agree to continue to pay the employee(s) his/her regular wages and the Union agrees to reimburse the Employer for the employee's time off work for this purpose.

Union Executive Board

25:12 Upon written request, at least ten (10) working days in advance, leave of absence without pay or loss of seniority shall be granted to not more than one (1) employee at any one time. Such leave of absence shall apply to employees who may be elected or appointed to the Union Executive Board. Such leave of absence is to be confined to the actual duration of the Executive Board meetings and the necessary travel time. Such leave shall not exceed twelve (12) working days in total in any calendar year.

Granting of such leaves shall not be granted in the event that overtime would be incurred by the University.

The Employer will agree to continue to pay the employee his/her regular wages, and the Union agrees to reimburse the Employer for the employee's time off work for this purpose.

Full-Time Officer of the Union

25:13 When an employee is elected or appointed to full-time office within the Union, the employee may request a leave of absence without pay or loss of seniority by written application to the Designated Authority at least ten (10) working days in advance of the commencement of the said leave of absence. Subject to the approval of the Designated Authority, the employee shall be allowed a leave of absence without pay.

The above described leave of absence shall be limited to one (1) employee at any one time during the term of this agreement.

Granting of such leaves shall not be unreasonably withheld.

Political Leave

25:14 Employees running for election shall be entitled to a leave of absence with pay upon the following basis:

- (a) For election to the Parliament of Canada - one (1) month.
- (b) For election to the Legislature of Ontario - one (1) month.
- (c) For election to a municipal council or Board of Education - five (5) days.
- (d) For election to Mayor or Chairman of City/Town/Regional Council - ten (10) days.

Such leave shall be taken on consecutive days.

Employer Discontinues Contribution to Welfare

25:15 Where an employee has been granted leave of absence without pay in accordance with and pursuant to Articles:

(25:03) Personal Leave

(25:13) Full-Time Officer of the Union

The Employer shall discontinue its share of contributions for the aforesaid employee to:

The Pension Plan for Members of the Academic and Administrative Staffs of the University of Toronto

University of Toronto Group Life and Survivor Income Plan for Members of the Academic and Administrative Staffs

University of Toronto Long Term Disability Plan for Members of the Academic and Administrative Staffs

University of Toronto Dental Care Plan

University of Toronto Extended Health Care Plan

University of Toronto Semi-Private Hospital Accommodation Plan

University of Toronto Joint Membership Plan

University of Toronto Vision Care Plan

Employees May Continue Contributions

25:16 The employee or the Union (in the case of a leave of absence under Article 25:13) can make provisions for continuance of coverage of whatever welfare benefit program(s) in which the employee was enrolled prior to said leave of absence being granted by making direct payment to the supervisor of the monthly payroll. All premiums must be paid in advance and in accordance with the rules established by the Office of the Comptroller.

Union Leave

25:17 Provided the leave will not unduly interfere with operations, the Employer will grant a leave of absence without pay or loss of seniority for up to one (1) year for an employee to assume an official position with the Union. A request for such leave will be made in writing by the Union as far in advance as possible, but in any event at least two (2) months prior to the commencement of the requested leave. This leave shall be limited to not more than one (1) employee from the bargaining unit at any time. The Employer will give due consideration to a written request for an extension of the leave submitted at least two (2) months prior to the expiration of the leave.

Employees on such leave of absence will continue to be paid by the Employer and the Union shall reimburse the Employer for all such wages and benefit payments promptly upon receipt of a statement of the amount owing.

The employee will return to his or her position at the end of the leave if the position still exists. If the position is eliminated during the leave the employee will be subject to, and eligible for the provisions of Article 12:05.

An employee returning from leave to a Constable or Corporal position must have active Special Constable Status prior to returning or the employee may be placed on an unpaid leave for up to six (6) months in order to allow the employee to obtain Special Constable Status. The provisions of article 11:02 shall apply in the event that the employee is unsuccessful in obtaining Special Constable Status during the six (6) month period.

An employee returning to a Communications Operator position must meet all the requirements and be approved for CPIC access prior to returning as a condition of continuing employment or the employee may be placed on an unpaid leave for up to six (6) months in order to allow the employee to be approved for CPIC access.

ARTICLE 26: BULLETIN BOARDS

26:01 The Employer agrees to provide space on bulletin boards for official Union notices on the understanding that such notices will be in keeping with the spirit and intent of this Agreement.

ARTICLE 27: WAGES AND WAGE PREMIUMS

27:01 The Employer agrees to pay the schedule of wages attached hereto as in Schedule I.

ARTICLE 28: BENEFITS

28:01 Pursuant to Articles 20:01 or 20:02 at the conclusion of thirty (30) working days of service, the employee shall be enrolled in the applicable University of Toronto benefit programs in accordance with the provisions of this Agreement.

Pension Plan

28:02 The Employer and the employees shall continue to make contributions to the Pension Plan for Staff of the University of Toronto in accordance with the provisions and regulations of the said plan during the term of this Agreement.

Employees who become eligible shall be enrolled in the said pension plan on the date of eligibility. Notwithstanding, the Employer shall have the right to amend or change the said Pension Plan during the term of this Agreement.

Long Term Disability Plan

28:03 The Employer and the employees shall continue to make contributions to the University of Toronto Long Term Disability Plan for Members of the Academic and Administrative Staffs in accordance with the provisions and regulations of the said plan during the term of this Agreement.

Participation in the University of Toronto Long Term Disability Plan for Members of the Academic and Administrative Staffs is required as a condition of employment.

The Employer shall have the right to amend or change the said Long Term Disability Plan for Members of the Academic and Administrative Staffs during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

Group Life and Survivor Income Plan

28:04 The Employer shall continue to provide at no cost to the employee, basic Life Insurance coverage in accordance with the provisions and regulations of the University of Toronto Group Life and Survivor Income Plan for Members of the Academic and Administrative Staffs during the term of this Agreement.

The Employer and the employees shall continue to make contributions to the University of Toronto Group Life and Survivor Income Plan for Members of the Academic and Administrative Staffs in accordance with the provisions and regulations of the said plan for all employees who elect to receive additional life insurance coverage.

The Employer shall have the right to amend or change the Group Life and Survivor Income Plan for Members of the Academic and Administrative Staffs during the term of this Agreement.

Vision Care Plan

28:05 A Vision Care Plan is to be provided to employees in the bargaining unit employed by the University of Toronto with the following benefits:

- Coverage up to three hundred (300) dollars every two (2) years per family member with no deductible.
- The University subsidy will be fifty (50) percent of the cost of the premiums.
- Coverage includes contact lenses and prescription sunglasses.
- Membership will be mandatory for all staff except those who have exempted themselves because they have coverage in a spousal plan.

The Employer shall have the right to amend or change the said Vision Care Plan during the term of this Agreement.

Effective July 01, 2014 a Vision Care Plan is to be provided to employees in the bargaining unit employed by the University of Toronto with the following benefits:

- Coverage up to three hundred and fifty (350) dollars every two (2) years per family member with no deductible.
- The University subsidy will be fifty (50) percent of the cost of the premiums.
- Coverage includes contact lenses and prescription sunglasses.
- Membership will be mandatory for all staff except those who have exempted themselves because they have coverage in a spousal plan.

The Employer shall have the right to amend or change the said Vision Care Plan during the term of this Agreement.

Dental Care Plan

28:06 The Employer agrees to contribute not less than eighty (80) percent of the premiums for employees participating in the University of Toronto Dental Care Plan.

The parties agree to be governed by the provisions and regulations of the said plan for the term of the Agreement. The Employer shall have the right to amend or change the Dental Care Plan during the term of this Agreement.

Participation in the Dental Care Plan is a condition of employment. Only employees who have dental insurance coverage through their spouse will be exempted from participation. The Employer will not be required to make any payment in lieu of premiums to any employee who is thus exempt from participation in the Dental Care Plan.

Extended Health Care Plan

28:07 The Employer shall subsidize the cost to the employee of the University of Toronto Extended Health Care Plan at seventy-five (75) percent of the monthly premium, for all participating employees.

The parties agree to be governed by the provisions and regulations of the Extended Health Care Plan during the term of this Agreement.

Employees will be covered for hearing aids to a maximum of three hundred (300) dollars every three (3) years.

The Employer shall have the right to amend or change the Extended Health Care Plan during the term of this Agreement.

Semi-Private Hospital Accommodation Plan

28:08 The Employer shall subsidize the cost to the employee of the University of Toronto Semi-Private Hospital Accommodation Plan at seventy-five (75) percent of the monthly premium, for all participating employees.

The parties agree to be governed by the provisions and regulations of the Semi-Private Hospital Accommodation Plan during the term of this Agreement.

The Employer shall have the right to amend or change the Semi-Private Hospital Accommodation Plan during the term of this Agreement.

Joint Membership Plan

28:09 Employees who are members in the bargaining unit employed by the University of Toronto are eligible for membership in the Joint Membership Plan for Staff of the University of Toronto, subject to the provisions established with respect to such membership.

The Employer shall have the right to amend or change the said Joint Membership Plan during the term of this Agreement. Should it become necessary to amend or change the said Plan, the Employer will discuss such amendments or changes with the Union.

ARTICLE 29: CLOTHING AND EQUIPMENT

29:01 The Employer agrees to continue its practice of providing clothing and equipment required to effectively perform the duties of a special constable. Upon request, the University shall furnish the necessary pieces of clothing and any protective equipment, which is approved by the appropriate legislative body. Employees will wear and use such approved clothing and equipment appropriately while on duty. Any request for additional clothing shall not be unreasonably denied.

ARTICLE 30: MEAL ALLOWANCE

30:01 Employees required to work an extra continuous shift as overtime without prior notice will be supplied two (2) free meals, the value to be not more than eleven (11) dollars per meal, or the equivalent amount in cash. Employees required to work an extra continuous half shift as overtime without prior notice will be supplied one (1) free meal, the value to be not more than eleven (11) dollars per meal, or the equivalent amount in cash. Such meal allowance will be paid in addition to overtime rates paid.

When an employee is required to appear in court as a witness, he/she will be entitled to the regular meal allowance.

When an employee is required to appear in court immediately following a night shift, he/she will be entitled to the regular meal allowance.

ARTICLE 31: PERSONNEL FILES

31:01 An employee shall have the right to examine all documents pertaining to him or her in the personnel file kept by the employing department, and to supplement such file in cases of inaccuracy or inadequacy. Such comments shall become part of the file.

Examination of such files may be made at a mutually convenient time to the Employer and the employee following a written request from the employee to the appropriate Human Resources office. The employee is entitled to be accompanied by a union representative for up to half an hour to review the personnel file. An employee shall receive a response to their request, indicating the agreed upon date and time, within three (3) working days from the date the request was made.

ARTICLE 32: TERM OF AGREEMENT

32:01 This Agreement shall continue in force and effect until June 30, 2017, and thereafter shall automatically renew itself for periods of one 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.

32:02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or 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 conciliation proceedings prescribed under the *Ontario Labour Relations Act* have been completed, whichever date should first occur.

ARTICLE 33: STAFFING

33:01 Except in cases of emergency, it is the intention of the University to schedule, on all shifts on each campus, at minimum, two (2) Constables and/or Corporals within the bargaining unit, in addition to any Communication Operators or assigned Community Resource Unit staff that may be on duty.

In the event of an absence of one of the two (2) Constables and/or Corporals scheduled to work, in order to meet the minimum staff complement, an assigned Community Resource Unit staff member on duty may be reassigned to front line duties as needed.

It is agreed and understood by the parties that Sergeants and persons above the rank of Sergeant are not part of the bargaining unit.

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 January 30, 2014.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

BY:

Vice-President, Human Resources & Equity

Secretary of Governing Council

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION and its Local 519

BY:

Staff Representative

SCHEDULE I: WAGE RATES

OPSEU - L519

Campus Police

***New rates effective at the beginning of the first full pay period following July 01 of each year.**

	Job	Pay scale group	PS level	01.07.2013 Amount	01.07.2014 Amount	01.07.2015 Amount	01.07.2016 Amount
Corporal	147	02U		\$33.75	\$34.26	\$34.81	\$35.42
1st Class Constable	148	01U	01	\$31.88	\$32.36	\$32.88	\$33.46
2nd Class Constable	149		02	\$30.30	\$30.75	\$31.24	\$31.79
3rd Class Constable	565		03	\$26.92	\$27.32	\$27.76	\$28.25
4th Class Constable	566		04	\$23.68	\$24.04	\$24.42	\$24.85
Communications Operator I	489	07U	01	\$31.13	\$31.60	\$32.11	\$32.67
Communications Operator II	567		02	\$29.18	\$29.62	\$30.09	\$30.62
Communications Operator III	568		03	\$26.92	\$27.32	\$27.76	\$28.25

SCHEDULE II: DESIGNATED AUTHORITIES

The University will supply the Union with an updated list of Designated Authorities as amended from time to time.

LETTER OF INTENT: TIME OFF IN LIEU OF OVERTIME AND PAID HOLIDAY

January 30, 2014

Ms. Ceceil Beckford
Staff Representative
OPSEU
31 Wellesley Street East
Toronto, Ontario M5G 2L3

Dear Ms. Beckford,

It is agreed that for the duration of the present collective agreement an employee shall have the option of requesting equivalent time off in lieu of overtime, at the equivalent overtime rate of one and one-half (1½) or for working on a paid holiday at the equivalent rate of one and one-half (1½) in addition to regular pay. Such lieu time, if approved, shall be granted at a time mutually agreeable to the employee and his/her supervisor. The following conditions shall also apply:

- Time off in lieu will not be granted in the event that overtime would be incurred;
- The maximum amount of lieu time accumulated at any time will be limited to ninety-six (96) hours;
- Employees must indicate at the time of working whether they want lieu time; and
- All accumulated lieu time will be paid out in the 1st pay in April of each year.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: OVERTIME ASSIGNMENTS

January 30, 2014

Ms. Ceceil Beckford
Staff Representative
OPSEU
31 Wellesley Street East
Toronto, Ontario M5G 2L3

Dear Ms. Beckford,

Upon receipt of a request for an overtime assignment, the request will be directed to the Union Overtime Committee who will advise Management within twenty-four (24) hours of the name(s) of the member(s) assigned to the overtime assignment.

In the event the committee fails to confirm the assignment within twenty-four (24) hours of the request, the University will have the option of either assigning an employee to the overtime assignment or use the services of a private security agency. Personnel from private security agencies shall only be called to fill overtime assignments created as a result of an overtime booking from an agency other than the University of Toronto Police Services, historically known as "paid duties."

Overtime assignments received with less than twenty-four (24) hours notice may be assigned by Management.

Members of the Overtime Committee shall be given a reasonable amount of time, while on duty, to confirm such overtime assignments.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: TUITION WAIVER FOR DEPENDENTS

January 30, 2014

Ms. Ceceil Beckford
Staff Representative
OPSEU
31 Wellesley Street East
Toronto, Ontario M5G 2L3

Dear Ms. Beckford,

The University agrees that dependents of employees in the bargaining unit shall be entitled to the benefits of the Tuition Waiver for Dependents Policy attached hereto. It is agreed that the University may amend the aforesaid Policy from time to time.

Yours truly,

Alex Brat
Director, Labour Relations

TUITION WAIVER FOR DEPENDANTS

INTRODUCTION

In order to assist staff members who have dependants or a spouse or partner who wish to pursue university studies, towards their first undergraduate degree or certificate, the University will extend to the dependants of such staff members a waiver of the academic tuition fee for specific University of Toronto programs. The terms and conditions of this staff benefit are described below.

TERMS OF REFERENCE

An eligible spouse or dependant must have met the admission requirements for the qualifying programmes and followed the normal procedures regarding application for admission and registration before application is made for tuition waiver.

For the purposes of this policy:

- "Dependant" shall include the biological, legally adopted, step or foster child of the employee or employee's spouse, who is dependent on the employee or spouse for financial support.
- "Spouse" shall mean spouse as defined in the Ontario Human Rights Code as amended by the Spousal Relationship Statutes Law Amendment Act, 2005
- "Academic tuition fee" by definition excludes application, registration, service, examination and other incidental fees.

ELIGIBILITY

This benefit is available to:

- Staff members of the University, who are full-time or part-time who are 25% or more. In the case of part-time staff members, the benefit will be pro-rated in accordance with the part-time appointment. Staff members on approved leave of absence who have a commitment to return to their job, who are maintaining enrolment in all benefit programs.
- .
- Dependants and/or a spouse proceeding towards a first degree or first certificate in a qualifying programme (not special studies). Qualifying programmes are described under "Provisions" (below).

PROVISIONS

The academic tuition fee waiver is applicable to programs, which lead to a first undergraduate degree or certificate, and which do not require prior undergraduate preparation since admission is normally gained directly from high school. In cases where the programme requires undergraduate preparation, only the undergraduate courses taken as part of the preparation are eligible.

Eligible dependants enrolled in these programs will have their academic tuition fee waived for each academic year of the programme until the degree or certificate is awarded.

For clarity, the fee waiver is applicable to the Transitional Year Programme and the Academic Bridging Programme.

The waiver is not applicable to the following (subject to changes in academic programs):

Programmes in the following areas are also not eligible:

- Royal Conservatory of Music
- School of Continuing Studies

Woodsworth College diplomas

Where a student receives a scholarship, which provides for the payment of fees, the terms of this scholarship will apply prior to any waiver of tuition under this policy.

Administration of this Policy

Questions and requests for the interpretation of this policy should be referred to the Human Resources Department (or local decentralized human resources office). The value of the tuition waiver is a taxable benefit to the employee. The value of the tuition waiver is a taxable benefit to the employee.

LETTER OF INTENT: EDUCATIONAL ASSISTANCE POLICY

January 30, 2014

Ms. Ceceil Beckford
Staff Representative
OPSEU
31 Wellesley Street East
Toronto, Ontario M5G 2L3

Dear Ms. Beckford,

Members of this bargaining unit holding full-time appointments or part-time appointments of twenty-five (25) percent or more are eligible for the provision of this Policy, however, in the case of part-time staff members, for the first three (3) years of continuous service, the funding is pro-rated in accordance with the part-time appointment.

It is agreed that the University may amend the aforesaid Policy from time to time.

Yours truly,

Alex Brat
Director, Labour Relations

EDUCATION ASSISTANCE POLICY

INTRODUCTION

In keeping with its policy objective to provide staff members with opportunities for personal development and establish a working environment that will encourage them to develop their abilities, the University has designed this practice on Educational Assistance. Its provisions define the extent to which the University will financially assist staff to further their formal education.

TERMS OF REFERENCE

Qualifying staff members referred to below are those staff who are eligible in terms of University service (described under ELIGIBILITY) and have academic acceptability by the Faculty, School, Centre, etc., from whom the course is to be taken and the approval of the Department Head before beginning the course as described under PROCEDURES.

ELIGIBILITY

Bargaining unit employees holding administrative staff appointments whether full-time, part-time of Twenty-five (25) percent or more, or sessional are eligible. In the case of part-time staff members for the first three years' continuous service, the funding is pro-rated in accordance with the part-time appointment.

PROVISIONS

1. One hundred (100) Percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking, on a part-time basis:

- 1) a University of Toronto or Ontario Institute for Studies in Education degree course, up to and including the Master's level (excluding deregulated programs), or
- 2) a diploma or certificate program offered through Woodsworth College, or
- 3) those courses offered by the School of Continuing Studies up to six courses per academic year to a maximum of \$500 per course. The waiver of tuition fees for some courses offered through the School of Continuing Studies is considered a taxable benefit. Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Department Head is obtained and alternative work arrangements are made.

2. Fifty (50) Percent Tuition Reimbursed

Fifty (50) percent of tuition fees will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution (other than those in 1. above). Such courses should be taken on the staff member's own time, after normal working hours and must be either:

- 1) Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire, or
- 2) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of his/her present job or directly related to his/her potential career.

Individual courses, even though unrelated, will qualify provided they are part of an eligible certificate, diploma or degree program.

The University agrees to provide to employees in the bargaining unit who have successfully completed their probationary periods in accordance with the collective agreement, the benefits of the University's Educational Assistance Policy for Administrative non-union staff, as attached hereto. It is agreed that the University may amend the aforesaid Policy from time to time.

LETTER OF INTENT: LEGAL INDEMNIFICATION

January 30, 2014

Ms. Ceceil Beckford
Staff Representative
OPSEU
31 Wellesley Street East
Toronto, Ontario M5G 2L3

Dear Ms. Beckford,

A member of this bargaining unit who is charged with a criminal, civil or statutory offence because of acts done while on duty in the attempted performance in good faith of his/her duties, shall be provided with legal representation, independent of the University. Where more than one member of this bargaining unit is charged with respect to the same offense, legal representation shall be shared where appropriate. The University will provide a list of counsel from which the member or members may select a representative.

Should there be a finding of guilt or liability, the member shall reimburse the University for all cost incurred on a pro-rata basis.

Notwithstanding the above, the University may refuse to provide legal representation where the actions of the employee from whom the actions arose amounted to dereliction of duty or abuse of his/her powers.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: DUTIES & RESPONSIBILITIES OF CORPORALS

January 30, 2014

Ms. Ceceil Beckford
Staff Representative
OPSEU
31 Wellesley Street East
Toronto, Ontario M5G 2L3

Dear Ms. Beckford,

The parties agree that the duties and responsibilities of a Corporal during their scheduled shift or overtime assignment include, but are not limited to, the following:

- Directing, coaching and counseling the workforce;
- Allocating work assignments;
- Training employees;
- Leading work teams; and
- Reporting the attendance of the shift or any significant issues/incidents that arise.

The parties also agree that employees designated to the position of Corporal shall not have the ability to hire, fire, discipline or initiate discipline of other bargaining unit members.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: ACTING CORPORAL

January 30, 2014

Ms. Ceceil Beckford
Staff Representative
OPSEU
31 Wellesley Street East
Toronto, Ontario M5G 2L3

Dear Ms. Beckford,

The University will develop standards of qualification for Special Constables assigned to Corporal duty on an acting basis. The University will consult with the Union prior to implementation of the standards. Once implemented, Special Constables who meet the standards set by the University will be assigned to Acting Corporal duties by seniority, on a per shift basis.

Until these standards are implemented, the Special Constable on shift that is most qualified will be assigned to Acting Corporal duty, where an Acting Corporal is required. Where qualifications are relatively equal among the Special Constables on shift, the assignment will be made based on seniority.

Training that is deemed by the University to be required for employees to meet the standards will be offered to all Special Constables. The standards will not be implemented until every Special Constable has been given the opportunity to attend the training. The University will endeavour to develop the training as soon as possible. The University will advise the Union when the training will commence and the schedule for rollout of said training. The University will provide regular opportunities for Special Constables to demonstrate they have achieved the standard of qualification for Acting Corporal.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: SPECIAL CONSTABLE STATUS

January 30, 2014

Ms. Ceceil Beckford
Staff Representative
OPSEU
31 Wellesley Street East
Toronto, Ontario M5G 2L3

Dear Ms. Beckford,

The University will provide the Union with information, as it becomes available, with respect to discussions between the University, the Peel Police Services Board, and the Toronto Police Services Board regarding Special Constable status for University of Toronto Campus Police Special Constables in both jurisdictions.

Where an employee who has been granted Special Constable status by either the Peel Police Services Board or Toronto Police Services Board applies to the other Board for Special Constable status, and such application is rejected, his/her current employment will not be affected, unless the Board with jurisdiction over their current position cancels their Special Constable status.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: TRAINING FUND

January 30, 2014

Ms. Ceceil Beckford
Staff Representative
OPSEU
31 Wellesley Street East
Toronto, Ontario M5G 2L3

Dear Ms. Beckford,

The University agrees to continue the practice of contributing three (\$0.03) per hour worked per employee into the OPSEU Local 519 Training Fund.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: LEVELLING

January 30, 2014

Ms. Ceceil Beckford
Staff Representative
OPSEU
31 Wellesley Street East
Toronto, Ontario M5G 2L3

Dear Ms. Beckford,

The parties agree to review the practice of levelling at the three (3) campuses at the first Labour Management Committee meeting following ratification of this renewal Collective Agreement to discuss ways to address any outstanding issues or concerns in this regard. During this initial review, the parties will create a working group to assist in resolving any of the outstanding issues.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: ORIENTATION FOR NEW EMPLOYEES

January 30, 2014

Ms. Ceceil Beckford
Staff Representative
OPSEU
31 Wellesley Street East
Toronto, Ontario M5G 2L3

Dear Ms. Beckford,

Probationary employees shall be entitled to a thirty (30) minute orientation session with the Union, without loss of pay or benefits, within the first three (3) months of their start date. The Employer will arrange for this session to occur during the probationary employee's regularly scheduled shift. Group sessions for probationary employees will be arranged wherever practicable.

Yours truly,

Alex Brat
Director, Labour Relations

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UNIVERSITY OF
TORONTO

COLLECTIVE AGREEMENT

- BETWEEN -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

The Ontario Public Service Employees Union and its
Local 519



Term of Agreement: July 1, 2013 to June 30, 2017

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