



UNIVERSITY OF  
**TORONTO**

## COLLECTIVE AGREEMENT

For the "Staff Appointed"  
Bargaining Unit

- BETWEEN -

The Governing Council of the University of Toronto

- AND -

THE UNITED STEELWORKERS



Term of Agreement: July 1, 2014 to June 30, 2017

TABLE OF CONTENTS

ARTICLE 1: PURPOSE OF AGREEMENT .....	1
ARTICLE 2: RECOGNITION AND SCOPE .....	1
ARTICLE 3: RELATIONSHIP .....	3
No Discrimination.....	3
Sexual Harassment .....	3
Racial Discrimination .....	4
General Harassment.....	4
Bullying and Personal Harassment .....	4
No Reprisal .....	5
Information – New Hires .....	5
Labour/Management Committee.....	5
ARTICLE 4: MANAGEMENT RIGHTS .....	6
ARTICLE 5: NO STRIKE OR LOCKOUT .....	6
ARTICLE 6: UNION SECURITY.....	6
ARTICLE 7: UNION REPRESENTATION .....	7
ARTICLE 8: NEGOTIATING COMMITTEE .....	8
ARTICLE 9: GRIEVANCE PROCEDURE .....	8
Informal Step .....	8
Step One.....	8
Step Two .....	9
Step Three .....	9
ARTICLE 10: DISCHARGE AND DISCIPLINARY ACTION .....	10
ARTICLE 11: ARBITRATION / MEDIATION .....	10
ARTICLE 12: STAFFING RELATED ISSUES .....	11
Seniority .....	11
Probationary Period .....	12
Posting .....	12
Secondments.....	13
Organizational Change – Elimination of Positions or Involuntary Reduction in Appointment.....	14
Organizational Change for Externally Funded Research Grant/Contract Positions .....	15
Layoff .....	17
ARTICLE 13: LEAVES OF ABSENCE .....	20
Leave of Absence Without Pay .....	20
Union Convention or Conference Leave .....	20
Union Leave.....	21
Pregnancy Leave .....	21
Primary Caregiver Leave and Adoption Leave .....	22
Parental Leave.....	23
Training Upon Return to Work from Pregnancy, Primary Caregiver/Adoption, Parental Leaves .....	23
Paternity Leave .....	24

Political Leave .....	24
Personal Leave .....	24
Health Care Appointments .....	24
Compassionate Care Leave .....	24
<b>ARTICLE 14: BEREAVEMENT LEAVE .....</b>	<b>25</b>
<b>ARTICLE 15: UNION REPRESENTATIVE .....</b>	<b>25</b>
<b>ARTICLE 16: BULLETIN BOARDS.....</b>	<b>25</b>
<b>ARTICLE 17: STANDBY AND CALL-IN-PAY .....</b>	<b>25</b>
Standby Pay .....	25
Call-in Pay .....	26
<b>ARTICLE 18: PAYMENT FOR INJURED EMPLOYEES .....</b>	<b>26</b>
<b>ARTICLE 19: JURY AND WITNESS DUTY .....</b>	<b>26</b>
<b>ARTICLE 20: HEALTH AND SAFETY .....</b>	<b>26</b>
Pregnancy .....	27
Whistleblower Protection.....	27
Workplace Inspection .....	28
Accommodation / Return to Work .....	28
<b>ARTICLE 21: HOLIDAYS .....</b>	<b>29</b>
<b>ARTICLE 22: VACATION WITH PAY.....</b>	<b>30</b>
<b>ARTICLE 23: WAGES .....</b>	<b>31</b>
Temporary Transfers .....	32
<b>ARTICLE 24: HOURS OF WORK AND OVERTIME .....</b>	<b>32</b>
Overtime.....	33
Banking Hours.....	33
Meal Allowance .....	33
No Pyramiding.....	33
Part-Time Status for Family Care.....	34
<b>ARTICLE 25: GENERAL .....</b>	<b>34</b>
<b>ARTICLE 26: PENSION AND BENEFITS .....</b>	<b>34</b>
<b>ARTICLE 27: SICK LEAVE .....</b>	<b>34</b>
<b>ARTICLE 28: HUMANITY CHARITABLE FUND .....</b>	<b>35</b>
<b>ARTICLE 29: PART-TIME EMPLOYEES.....</b>	<b>35</b>
<b>ARTICLE 30: THREE DAYS OFF WITH PAY .....</b>	<b>35</b>
<b>ARTICLE 31: UNIFORMS .....</b>	<b>36</b>
<b>ARTICLE 32: PERSONNEL FILE.....</b>	<b>36</b>
<b>ARTICLE 33: PROFESSIONAL DEVELOPMENT .....</b>	<b>36</b>

<b>ARTICLE 34: TERMINATION.....</b>	<b>36</b>
<b>SCHEDULE A: SALARY .....</b>	<b>38</b>
July 1, 2014 .....	39
January 1, 2015.....	39
July 1, 2015 .....	40
January 1, 2016.....	40
July 01, 2016 .....	41
<b>SCHEDULE B: PENSION PLAN .....</b>	<b>42</b>
<b>SCHEDULE C: LONG-TERM DISABILITY PLAN .....</b>	<b>42</b>
<b>SCHEDULE D: GROUP LIFE AND SURVIVOR INCOME PLAN.....</b>	<b>42</b>
<b>SCHEDULE E: DENTAL CARE PLAN .....</b>	<b>42</b>
<b>SCHEDULE F: EXTENDED HEALTH CARE PLAN .....</b>	<b>42</b>
<b>SCHEDULE G: JOINT MEMBERSHIP PLAN .....</b>	<b>42</b>
<b>SCHEDULE H: VISION CARE PLAN .....</b>	<b>43</b>
<b>CHANGE IN BENEFIT PLANS/CARRIER.....</b>	<b>43</b>
<b>SCHEDULE I: SEVERANCE PAY .....</b>	<b>44</b>
<b>SCHEDULE J: HOLIDAYS.....</b>	<b>45</b>
<b>EARLY RETIREMENT BRIDGE BENEFIT OUTSIDE OF THE PENSION PLAN .....</b>	<b>46</b>
<b>LETTER OF AGREEMENT .....</b>	<b>47</b>
<b>LETTER OF UNDERSTANDING: SCHEDULE A (SALARY) .....</b>	<b>48</b>
<b>LETTER OF UNDERSTANDING: E-MAIL ADDRESSES .....</b>	<b>49</b>
<b>LETTER OF UNDERSTANDING: PARTICIPATION IN UNIVERSITY COMMITTEES AND OTHER COLLEGIAL ACTIVITIES .....</b>	<b>50</b>
<b>LETTER OF UNDERSTANDING: UNION MEETINGS.....</b>	<b>51</b>
<b>LETTER OF UNDERSTANDING: EMPLOYMENT EQUITY .....</b>	<b>52</b>
<b>LETTER OF UNDERSTANDING: MEETING SPACE AT UTM AND UTSC.....</b>	<b>53</b>
<b>LETTER OF INTENT: TUITION WAIVER FOR DEPENDANTS .....</b>	<b>54</b>
<b>LETTER OF INTENT: EDUCATIONAL ASSISTANCE.....</b>	<b>57</b>
<b>LETTER OF INTENT: OISE AND FORMER GROUP "C" VACATION ENTITLEMENT .....</b>	<b>60</b>
<b>LETTER OF INTENT: SESSIONAL LAYOFFS FACULTY OF DENTISTRY .....</b>	<b>61</b>
<b>LETTER OF INTENT: EMPLOYMENT OF STUDENTS IN CASUAL POSITIONS .....</b>	<b>62</b>
<b>LETTER OF INTENT: TRADES AND UTILITIES HEALTH &amp; SAFETY COMMITTEE .....</b>	<b>63</b>

LETTER OF INTENT: UNIFORMS, FACULTY OF DENTISTRY .....	64
LETTER OF INTENT: FLAG PROTOCOL & INTERNATIONAL DAY OF MOURNING .....	65
LETTER OF INTENT: HEALTH AND SAFETY RELEASE TIME .....	66
LETTER OF INTENT: PUBLIC TRANSIT SUBSIDY .....	67
LETTER OF INTENT: SELF-FUNDED LEAVE PLAN .....	68
LETTER OF INTENT: CAMPUS MAIL - COMMUNICATIONS .....	70
LETTER OF INTENT: USE OF TEMPORARY OFFICE STAFFING AGENCIES .....	71
LETTER OF INTENT: RE: BIOMETRICS .....	72
LETTER OF INTENT: CAREER DEVELOPMENT .....	73
LETTER OF INTENT: COMPLAINTS BASED UPON ALLEGED BREACH OF CIVILITY GUIDELINES, AND/OR GUIDELINES ON DISCRIMINATION AND DISCRIMINATORY HARASSMENT.....	74
LETTER OF INTENT: A REAL VOICE ON PENSIONS .....	77
LETTER OF INTENT: MULTI-SITE JOINT HEALTH AND SAFETY COMMITTEE STRUCTURE .....	78
LETTER OF INTENT: WORKERS' HEALTH AND SAFETY CENTRE .....	79
LETTER OF INTENT: NON-CONFORMING HOURS OF WORK .....	80
LETTER OF INTENT: INTERNSHIP PILOT PROJECT .....	81
APPENDIX A: EXCLUDED POSITIONS .....	82
APPENDIX B: EMPLOYEES FROM FORMER GROUP "C" WITH FEWER THAN TEN YEARS' SERVICE .....	82
APPENDIX C: STAFF-APPOINTED EMPLOYEE CHILD-CARE BENEFIT PLAN.....	83
APPENDIX X: SCHOOL OF CONTINUING STUDIES – ENGLISH LANGUAGE PROGRAM.....	84
ARTICLE 2: RECOGNITION AND SCOPE .....	84
ARTICLE 3: RELATIONSHIP .....	86
ARTICLE 7: UNION REPRESENTATION .....	86
ARTICLE 12: STAFFING RELATED ISSUES .....	87
ARTICLE 13: LEAVES OF ABSENCE .....	88
ARTICLE 15: UNION REPRESENTATIVE .....	90
ARTICLE 21: HOLIDAYS .....	90
ARTICLE 22: VACATION WITH PAY.....	90
ARTICLE 24: HOURS OF WORK AND OVERTIME .....	91
ARTICLE 25: GENERAL .....	92
ARTICLE 32: PERSONNEL FILE.....	92
ARTICLE 33: PROFESSIONAL DEVELOPMENT .....	92
ARTICLE 35: OFFICE FACILITIES .....	92
LETTER OF UNDERSTANDING: UNION MEETINGS.....	94
LETTER OF INTENT: TEACHING ASSIGNMENTS AND SCHEDULES FOR ESL INSTRUCTORS IN ELP/SCS .....	95
LETTER OF INTENT: HEALTH AND SAFETY RELEASE TIME .....	96

LETTER OF UNDERSTANDING: LEAVE OF ABSENCE WITHOUT PAY .....	97
LETTER OF UNDERSTANDING: SCHEDULING .....	98
LETTER OF UNDERSTANDING: REDUCTION TO PARTIAL WORKLOAD.....	99
LETTER OF INTENT: DISCUSSION.....	100
INDEX.....	101

COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of September 9, 2014.

- between -

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

- and -

THE UNITED STEELWORKERS  
(hereinafter called "the Union")

**ARTICLE 1: PURPOSE OF AGREEMENT**

1:01 The general purpose of this Agreement is to secure the benefits of collective bargaining, a method of settling any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, and to set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the University and the Union.

**ARTICLE 2: RECOGNITION AND SCOPE**

2:01 The University recognizes the Union as the sole and exclusive bargaining agent for all employees of the University save and except the following:

- (1) Persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations, attached as Appendix A hereto.
- (2) A. Academic staff including but not limited to:
  - (i) members of faculty at all professorial ranks;
  - (ii) academic administrators as defined on the date of application for certification in the 1995 "Policies for Academic Staff and Librarians" under the Policy on Appointment of Academic Administrators at code number 3.01.01;
  - (iii) librarians;
  - (iv) status only appointments;
  - (v) visiting academic appointments;
  - (vi) senior tutors;
  - (vii) tutors;
  - (viii) lecturers;
  - (ix) special lecturers;
  - (x) instructors; save and except full time staff appointed ESL instructors employed at the School of Continuing Studies English Language Program who are represented by the Union by virtue of the certificate issued by the Ontario Labour Relations Board on October 2, 2008;
  - (xi) scholars and fellows;
  - (xii) sessional appointments;
  - (xiii) persons hired to teach on stipend;
  - (xiv) clinicians.
- B. Research Associates.
- C. Athletic instructors and coaches.
- (3) Engineers, doctors, dentists, architects or lawyers entitled to practise in Ontario and who are employed in a professional capacity.

- (4) Persons who are non staff-appointed.
- (5) Persons for whom any other trade union held bargaining rights under the *Labour Relations Act* as of May 29, 1998.

2:02

- (a) Notwithstanding the provisions of Article 2:01 (4) above, the following type of non-staff appointed employees covered by the USW Local 1998 Casual collective agreement will, if they satisfy the criteria set out in (1) or (2) below, be deemed to be non-probationary staff appointed employees covered by the terms and conditions of this collective agreement. The parties agree that the following types of employees are a specific and closed group to which no other non-staff appointed employees could be added, other than by the express written agreement of the parties to amend this Article, and the parties do not intend that an arbitrator has the jurisdiction to expand the type of employees beyond that specifically set out below:

- (1) Persons who work in the same position with an appointment of forty (40) percent or more, or regularly work the equivalent or more in hours each week (i.e., fourteen and one-half (14.5) hours each week) in the same position for twenty-four (24) consecutive months will, at that time, become covered by the terms and conditions of this collective agreement.

- (2) Persons who work in the same position with an appointment of sixty (60) percent or more, or regularly work the equivalent or more in hours each week (i.e., twenty-one and three quarters (21.75) hours each week) in the same position for eighteen (18) consecutive months will, at that time, become covered by the terms and conditions of this collective agreement.

- (3) The following types of employees are not subject to Article 2:02 (1) and (2) above:

- (a) Employees who are full-time University of Toronto students registered in a degree programme.

- (4) For the purposes of (1) and (2) above, authorized leaves of absence of less than twenty (20) working days, vacations, holidays, sessional layoffs of sessional employees or other University closings shall be deemed hours regularly worked.

- (b) Seniority for a non-staff appointed employee converted to staff-appointed status as per Article 2:02(a) will be calculated based on the date the employee commenced casual employment qualifying under Article 2:02 (i.e., normally after eighteen (18) or twenty-four (24) months prior to conversion).

For the purposes of the calculations in (1) and (2) above, full-time weekly hours of work is equal to thirty-six and one-quarter (36¼) hours.

2:03 Subject to Articles 2:01 and 2:02 above, there are three (3) types of staff appointed employees covered by this collective agreement:

- (a) Continuing employees have no predetermined end date and hold positions that are considered by the employing unit as part of the staff complement of the unit.
- (b) Sessional employees hold continuing positions for which the University requires staffing only during an academic session or part thereof, which may be up to eleven (11) months in length. These employees are on sessional layoff for the balance of the academic year.



- (c) Term employees are hired for an initial appointment of at least six (6) months in length, the maximum period of consecutive term employment not to exceed twenty-four (24) months except in the case of full-time students. Each term appointment shall have a predetermined end date. In the case of term employees who are non-students, should the term(s) exceed a twenty-four (24) month period, then such employee shall become a "continuing" or "sessional" employee, as the case may be.
- (d) In the event a USW Local 1998 Casual bargaining unit position with regularly scheduled hours of work of at least fourteen and one-half (14½) hours or more per week exceeds twenty-four (24) consecutive months' duration, the position (other than those set out in 2:02(3)(a) above) will become a staff-appointed position covered by this collective agreement and shall be posted in accordance with Article 12:04, unless the incumbent qualifies for staff-appointed status as per Article 2:02(a)(1) and (2).

## ARTICLE 3: RELATIONSHIP

### No Discrimination

#### 3:01

- (a) The University and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities, and people who because of their race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada. The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University.
- (b) The University and the Union agree to uphold the Human Rights Code and will not under any circumstances permit employment practices and procedures in contravention of it. The University and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, gender orientation, gender identity, gender expression, religious belief, colour, ethnic origin, mother tongue, marital status, family status, political affiliation or belief, citizenship, sexual orientation, disability as defined in the Ontario Human Rights Code, or age as defined in the Ontario Human Rights Code, or record of offences unless the employee's record of offences is a reasonable and *bona fide* qualification because of the nature of the employment.

### Sexual Harassment

3:02 Sexual harassment shall be considered discrimination under Article 3:01 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.

3:03 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 grievance alleging sexual harassment under this collective agreement shall be no longer than twelve (12) months after the occurrence of the matter which is the subject of the grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee's control prevented the employee from grieving within the time limit. The time limit for filling a complaint under the University's Sexual Harassment Policy alleging sexual harassment shall be as outlined in the Policy.

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*.

### **Racial Discrimination**

3:04 An employee who files a grievance under the collective agreement alleging that he or she has been discriminated against because of race contrary to Article 3:01 may, if he or she chooses, meet with the University's Race Relations Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union representative if he or she so chooses. Thereafter an employee may resume the grievance process.

### **General Harassment**

3:05 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

### **Bullying and Personal Harassment**

3:06 The University will provide an environment where members of the bargaining unit are not subjected to bullying and personal harassment. In assessing whether bullying and personal harassment may have occurred, the definitions and standards set out in the University's Civility Guidelines, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

An employee may file a grievance alleging a course of conduct amounting to bullying and personal harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after 45 days have elapsed from the date the written complaint was brought to the attention of the University, identifying the conduct alleged to constitute bullying and personal harassment, the University has not provided the employee with a response to the complaint. Such grievance will be filed at step 3 of the grievance procedure. If not resolved at Step 3, the parties may agree to mediation or facilitation before an agreed-upon mediator or facilitator 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.

### **No Reprisal**

3:07 The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

Further, every employee has a right to a workplace free of harassment, discrimination, reprisal or retaliation. Accordingly, every employee may bring forward, provide information regarding, assist, or otherwise be involved in the resolution of a complaint without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge, whether that complaint is brought forward through a grievance under the collective agreement or a complaint in accordance with another University Policy or Guideline, provided that the employee is not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. For clarity, there will be no reprisals against any employee who brings forward a complaint of harassment and/or discrimination within the meaning of Article 3 of this collective agreement provided that they are not acting in bad faith or in a manner that is vexatious or otherwise clearly improper.

Any allegation(s) of reprisal or retaliation may be the subject of a grievance commencing at Step Two of the Grievance Procedure.

### **Information - New Hires**

3:08 On the date of hire, the University shall advise each new employee of the name of his/her Union Steward and the Local Union President/Chairperson and their phone number and campus mail address. New members shall be allowed to meet with the Union for two and one half (2 ½) regular working hours with no loss of pay, at the end of the workday. This two and one half (2 ½) hours referred to will also include travel time, if any, involved in attending such meeting. These meetings shall be arranged in the following manner:

- (1) The Union shall provide the University with a schedule of monthly meetings.
- (2) The University shall notify any new employee of the dates of the next scheduled meetings.
- (3) If requested by the new employee, the University shall allow him / her to attend the meeting within the first two (2) months from the date of employment.

3:09 The University shall, on a monthly basis (with a compatible electronic copy), provide the Union with a list of all new hires, along with their home telephone number, work email address, job classification, rate of pay, status (full/part-time), date of hire and campus mail address.

### **Labour/Management Committee**

3:10 The Union and the University acknowledge the mutual benefit of open two-way communication. Therefore, the parties agree that there will be a joint labour/management committee consisting of four (4) representatives from the University and four (4) representatives selected by the Union, one (1) of which shall be the Local Union President. The Staff Representative of the Union may also attend such meetings. Meetings will be held on a quarterly basis and each party shall submit to the other a written agenda, fourteen (14) calendar days before the upcoming meeting. The University will discuss the agenda items with senior University representatives, as appropriate, and may invite such representatives to the meeting in order to address specific items on the agenda. Such items may include any known

issue(s) that will potentially impact the bargaining unit and/or its members. Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify or amend any part of the collective agreement. A representative of each party shall be designated Co-Chairperson, and the two (2) persons so designated shall alternate presiding over meetings.

#### ARTICLE 4: MANAGEMENT RIGHTS

4:01 The management of the University and direction of employees are fixed exclusively with the University and shall remain solely with the University, except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, it is the exclusive function of the University to:

- (a) Maintain order, discipline, and efficiency.
- (b) Hire, assign, direct, promote, demote, classify, transfer, lay-off, recall, and suspend, discharge or otherwise discipline employees for just cause, subject to the right of an employee to grieve to the extent and manner provided herein if the provisions of the Agreement are violated in the exercise of these rights.
- (c) Determine the nature and kind of business conducted by the University, the kinds and locations of equipment used, materials used, the methods and techniques of work, the hours of work, work assignments, the schedules of work, the number of personnel to be employed, classifications and the qualifications for positions, duties and responsibilities of positions, and the extension, limitation, curtailment or cessation of operations.
- (d) Establish, enforce and alter from time to time reasonable rules and regulations to be observed by employees.

4:02 The University shall exercise its rights in a manner that is reasonable, in good faith and consistent with the terms of this collective agreement.

#### ARTICLE 5: NO STRIKE OR LOCKOUT

5:01 There shall be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the *Labour Relations Act* for the Province of Ontario.

#### ARTICLE 6: UNION SECURITY

6:01 The University agrees to deduct from the pay of each employee in the bargaining unit, on a per pay basis, such union dues, fees and assessment as prescribed by the Constitution of the Union.

6:02 The University shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, as directed by the Toronto Area Office, payable to the International Treasurer of the Union.

6:03 The monthly remittance shall be accompanied by a statement listing: (i) the name of each employee from whose pay deductions have been made and the total amount deducted for the month; and (ii) the names of the bargaining unit employees from whom no deductions have been made and the reasons why. The monthly remittance will also include the Union's "Summary of Union Dues" form.

6:04 The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of, or by reasons of, deductions made or payments made in accordance with this Article.

6:05 The University agrees to record total Union dues deductions paid by each employee on his/her T4 Slip.

## ARTICLE 7: UNION REPRESENTATION

- 7:01 The University acknowledges the right of the Union to appoint or otherwise select up to one (1) Union Steward, from among employees who have completed their probationary period, for each seventy-five (75) employees, with a minimum of two (2) per campus, for the purpose of representing employees in the handling of grievances.
- 7:02 The University agrees to recognize one (1) Chief Steward, appointed or otherwise selected by the Union, to represent employees in the handling of grievances in the following sectors:
- Arts & Science
  - Faculty of Medicine
  - Central Administration HR Services (CAHRS)
  - OISE
  - Faculty of Dentistry
  - University of Toronto Libraries
  - University of Toronto Mississauga
  - University Operations
  - University of Toronto Scarborough
  - Information Technologies
  - Rotman School of Management
  - English Language Program in School of Continuing Studies
  - Faculty of Kinesiology and Physical Education
  - Faculty of Applied Science and Engineering
  - Professional Faculties

The parties will, by agreement, assign any area of the University not currently covered by the sectors listed above to one of the sectors listed above.

The parties agree that the sectors set out above are solely for the purpose of this clause and have no other meaning under the collective agreement.

- 7:03 The Union shall notify the University, in writing, of the names of the Union Stewards and Chief Stewards and the areas they are representing and will promptly notify the University, in writing, of any changes thereto.
- 7:04 The University agrees to recognize and deal with a Union Grievance Committee made up of a Grievance Committee Chairperson, the Chief Steward and a Steward for a committee of three (3), which would be comprised of two (2) of these three (3) positions.
- 7:05 Union Stewards and Chief Stewards have regular duties to perform on behalf of the University; therefore, they will not leave their duties for the purpose of handling grievances without obtaining the permission of his/her supervisor. Such permission shall not be unreasonably withheld.
- 7:06 The University agrees that Chairpersons, Stewards and members of the Grievance Committee shall not suffer any loss of regular straight-time pay for time necessarily spent in the handling of grievances.
- 7:07 The University will grant leave with pay to three (3) non-probationary employees, who have been elected or appointed by the Union in order that they may conduct business on behalf of the Local Union, one of which shall be the Local President.

The employee will return to his or her position at the end of the leave if the position still exists. Any training deemed required by the University, to fulfill the duties of the position on such return, will be provided by the University. If the position is eliminated during the leave the employee will be subject to, and eligible for, the provisions of Articles 12:05 to 12:10.

- 7:08 The University will pay to the Union two thousand five hundred (\$2500) dollars per month towards the rental of office space by the Union.

#### ARTICLE 8: NEGOTIATING COMMITTEE

- 8:01 The University agrees to recognize and deal with a Negotiating Committee of not more than twelve (12) bargaining unit employees, who have completed their probationary period, along with the Local Union President and the International Union Representatives: ten (10) candidates to be selected by the employees working at the St. George campus; one (1) candidate to be selected by the employees working at the Mississauga campus; and one (1) candidate to be selected by the employees working at the Scarborough campus.
- 8:02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8:03 Bargaining unit employees on the Negotiating Committee will suffer no loss of regular straight-time pay for time spent in negotiations with the University when they would otherwise have been at work.

#### ARTICLE 9: GRIEVANCE PROCEDURE

##### Informal Step

- 9:01 It is the mutual desire of the parties that complaints with respect to the application, interpretation, administration or alleged violation of this Agreement be addressed as quickly as possible and it is understood that an employee or group of employees shall first give the immediate supervisor an opportunity to adjust a complaint before any grievance may be filed. This informal step must be initiated within 15 working days after the employee became aware or ought reasonably to have become aware of the circumstances giving rise to the complaint. This step may also be satisfied by the Union raising the complaint with the immediate supervisor on behalf of the employee or group of employees, in which case the appropriate Human Resources Officer or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the appropriate Human Resources Officer. The parties will attempt to resolve the complaint within five (5) working days from the date it was brought to the attention of the immediate supervisor or the Human Resources Officer. Failing a satisfactory settlement within the five (5) working day period, then within a further five (5) working days the complaint may be taken up as a grievance in the following manner:

At any step of the grievance procedure, the grievor may be present at the meeting(s) if requested by either party.

The University shall not be required to consider any grievance which was not filed within 25 working days after the grievor, became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.

##### Step One

The grievance shall be submitted, in writing, to the Labour Relations Department, along with the name of the immediate supervisor, Department and Faculty, by the employee(s) or the Union. The nature of the grievance, the relevant provisions of the agreement, a general statement of relevant facts and the remedy sought shall be set out in the grievance. Within five (5) working days the Department Head or designate shall meet with the Union Grievance Committee (not to exceed two (2) in number) in an attempt to resolve the grievance. The Department Head may determine that the immediate supervisor shall also attend this meeting. The Department Head or designate shall, within a further five (5) working days, give his /her decision in writing to the Union.

## Step Two

If the decision at Step One is not satisfactory, the written grievance may be advanced by notifying the local Human Resources person, who shall forward a copy to the Principal, Dean, Division Head, Director of Labour Relations or designate, or alternatively directly to Step Three (3) within ten (10) working days after receiving the Step One decision in writing. The Principal, Dean, Division Head, Director of Labour Relations or designate shall, within ten (10) working days, meet with the Union Grievance Committee (not to exceed two (2) in number) in a further attempt to resolve the grievance. The Principal, Dean, Division Head, Director of Labour Relations or designate shall, within a further ten (10) working days, give his/her decision in writing to the Union.

## Step Three

If the grievance remains unsettled at the conclusion of Step Two, the written grievance may be advanced by notifying the local Human Resources person who shall forward a copy to the Vice-President Human Resources and Equity or designate within five (5) working days after receiving the Step Two decision in writing. The Vice-President Human Resources and Equity or designate shall, within seven (7) working days, hold a meeting with the Union Grievance Committee (not to exceed two (2) in number), the Local Union President, and a staff representative of the Union, or his/her designate, in a further attempt to resolve the grievance. The Vice-President-Human Resources and Equity or designate shall, within a further seven (7) working days, give his/her decision, in writing, to the Union.

- 9:02 At each step of the grievance process the University representative may have with him/her, at any grievance meeting, an equal number of University representatives to the number of Union representatives. Unless agreed upon in advance by the Union and the University, there shall be no more than three (3) representatives of the Union and no more than three (3) representatives of the University, not including the grievor and the person hearing the grievance.
- 9:03 If settlement of the grievance is not reached at Step Three, then the grievance may be referred in writing by either party to arbitration as provided in Article 11: Arbitration, at any time within thirty (30) working days after the decision is received under Step Three. If no written request for arbitration is received within this time period, the grievance shall be deemed to have been withdrawn and not eligible for arbitration.
- 9:04 When two (2) or more employees with the same Department Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step One of the grievance procedure. When two (2) or more employees with different Department Heads but with the same Principal/Dean/Division Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step Two of the grievance procedure. In any other case where two (2) or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University at Step Three of the grievance procedure.
- 9:05 A grievance arising directly between the University and the Union (which could not be grieved by an individual employee) shall be initiated at Step Two. Any grievance by the University or the Union as provided herein shall be commenced within seven (7) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.
- 9:06 The time limits provided in this Article may be extended by mutual agreement between the parties in writing.

- 9:07 Step One of the grievance procedure may be waived, by mutual agreement of the parties, in circumstances where the Department Head is directly involved in discussing the matter at the Informal Step. Further, any step of the grievance process may be waived by mutual agreement of the parties.
- 9:08 Where no response to the grievance is given within the time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.
- 9:09 Individual grievances alleging a violation of Article 12:04 (Job Posting) shall be submitted in accordance with the grievance procedure to the department of the posted position.
- 9:10 Grievances alleging a violation of Article 12:05 (Organizational Change - Elimination of Positions or Involuntary Reduction in Appointment) or Article 12:06 (Organizational Change for Externally Funded Research Grant/Contract Positions) shall be initiated at Step Two of the grievance procedure.

#### **ARTICLE 10: DISCHARGE AND DISCIPLINARY ACTION**

- 10:01 A claim by an employee that he/she has been discharged or suspended without just cause shall be a proper subject for a grievance if a written statement of such grievance is lodged at Step One of the grievance procedure within fifteen (15) working days after the employee receives notice of the discharge or suspension.
- 10:02 An employee who will be disciplined or discharged while at work will be notified of his/her right to have a Union Steward attend such a meeting in which such discipline or discharge will be issued. If the employee requests representation by a Union Steward, the supervisor will send for his/her Union Steward without undue delay and without further discussion of the matter with the employee concerned. If requested, the Union shall send a Steward or other authorized Union representative immediately and without undue delay.
- 10:03 Any notice of disciplinary action which is intended to form a part of an employee's employment record shall be given in writing with a copy to the Union. All such notices or records shall be permanently removed from the employee's file when twenty-four (24) months have elapsed since the date of issue, provided there has been no recurrence of a similar infraction.

#### **ARTICLE 11: ARBITRATION / MEDIATION**

- 11:01 When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request, in writing, addressed to the other Party to this Agreement.
- 11:02 Prior to submitting a grievance for arbitration, the parties will discuss the possibility of mediation in the interest of resolving disputes at an early stage.
- 11:03 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, selected on a rotating basis from a panel of four (4) Arbitrators set out below, or a Board of Arbitration as set out in Article 11:08 below:

Rob Herman  
 Louisa Davie  
 Kevin Burkett  
 Laura Trachuk

In the event that the next arbitrator in the rotation is not available within six (6) months of the date of referral to arbitration, the parties agree that the next arbitrator in the rotation will be contacted. In the event that none of the arbitrators on the panel are available within six (6) months, the parties will endeavour to agree on another arbitrator who is available within six (6) months of the date of referral to arbitration.



Notwithstanding the above, the parties may agree to one of the other arbitrators in the rotation or another arbitrator in circumstances where the parties agree that a grievance should be heard more expeditiously.

- 11:04 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
- 11:05 The Arbitrator shall hear and determine the grievance as filed and his or her decision shall be final and binding on the parties hereto and the employees.
- 11:06 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.
- 11:07 The parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The parties will otherwise bear their own expense with respect to any arbitration proceedings.
- 11:08 The parties, by mutual agreement, may agree to establish a Board of Arbitration in respect of any grievance submitted for arbitration. In such a case the parties shall each appoint a nominee to the Board of Arbitration and the Chairperson of the Board of Arbitration will be one of the arbitrators set out in Article 11:03 above or such other Chairperson as the two (2) nominees appointed by the parties otherwise agree. The provisions of Articles 11:04, 11:05 and 11:06 apply to a Board of Arbitration. Further, the parties will jointly bear the fees and expenses of the Chairperson on an equal basis. The parties will otherwise bear their own expenses with respect to the arbitration proceedings, including the fees and expenses of the nominee appointed by them.
- 11:09 An arbitrator shall have the right to extend the time limits under Section 48 (16) of the Labour Relations Act.

## ARTICLE 12: STAFFING RELATED ISSUES

- 12:01 The parties acknowledge the University's commitment to being an internationally significant research and teaching University with undergraduate, graduate and professional programmes of excellent quality and recognize the role of the staff in contributing to this excellence. The University agrees to provide employees whose work is directly affected by the introduction of new technology with the opportunity to receive appropriate training as determined by the University, if in the University's opinion such training is needed to perform the employee's duties in the current position.

### Seniority

- 12:02
- (a) Seniority shall be based on an employee's length of continuous service with the University from the date the employee was most recently hired by the University, calculated as follows:
- (i) For employees regularly scheduled to work thirty-six and one-quarter (36¼) hours per week or more on an annual basis, expressed in years, weeks, and days;
- (ii) For all other employees, time actually worked expressed as years, weeks and days, based on seven and one-quarter (7¼) hour days, thirty-six and one-quarter (36¼) hour weeks, and fifty-two (52) weeks per year.
- (b) For clarity, non-probationary staff-appointed University employees from outside the bargaining unit who become covered by the collective agreement will have their seniority calculated on the basis of the employee's length of continuous service with the University from the date the employee was most recently covered by this collective

agreement. Non staff-appointed University employees from outside the bargaining unit (except those in Steelworkers bargaining units) who become covered by the collective agreement (except for those employees converted to staff-appointed under Article 2:02) will, after completing the probationary period, have their seniority calculated on the basis of the employee's length of continuous service with the University from the date the employee was most recently appointed under this collective agreement.

- (c) For the purposes of Article 12:02(a), vacations and any authorized leave of absence permitted under this agreement will be deemed time actually worked.
- (d) The University shall post a seniority list by January 15 and July 15 of each year. A copy of the seniority list will also be forwarded to the Union, including in an electronic format. Employees shall have the right to challenge the accuracy of their seniority from the date of posting, in which case that employee's seniority will be subject to adjustment if established to be inaccurate. After any such adjustments, the list shall be deemed final for all purposes except in the case of clerical errors.
- (e) An employee who transfers to a position within the University but outside the bargaining unit and returns to the bargaining unit within three (3) years of the effective date of such transfer shall, upon his/her return, be placed on the seniority list with the seniority he/she had accrued to the date of transfer. During the employee's time outside the bargaining unit the employee's name shall not appear on the seniority list. For clarity, this provision shall be used solely for the purpose of establishing the employee's seniority date on the seniority list following the employee's return to the bargaining unit within the three (3) year period.

#### Probationary Period

12:03 An employee shall have no seniority and shall be considered as a probationary employee until he/she has completed six (6) months of active employment (i.e., days actually at work at the University in a staff-appointed position). For clarity, active employment does not include the University closure in December and January, unless the employee is required to work during that period. In the case where a term position is re-posted as a continuing position and the same incumbent is hired for that position, time worked in the term position shall count towards the probationary period. During the probationary period an employee may be terminated at any time for a lesser standard than "just cause". The parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge or substitute or provide any other remedy in the case of the discharge of a probationary employee, unless the discharge was discriminatory, arbitrary or made in bad faith.

#### Posting

12:04

- (a) Where the University decides to fill a vacancy in the bargaining unit it will post a notice in this regard, including a posting on a web site. The notice will include the qualifications, classification, salary range, department and person to whom an application should be submitted. The notice will specify that the posting is restricted to employees in the bargaining unit. Notices will remain posted for a minimum of six working days. Employee applicants must submit a written application, including an up-to-date resume, within the period indicated on the posting. Human Resources will receive and review all job applications for job postings prior to forwarding them to the hiring Department. Qualified internal applicants will be interviewed first. However, after completing any internal interviews the hiring Department retains the discretion to post externally and consider external applicants in the selection process, along with internal employee applicants who have already received interviews, in order to determine who is the most qualified candidate.

The University will select the qualified candidate, if any, who is demonstrably the most qualified candidate for the position taking into account factors such as qualifications,

skill, ability and previous relevant experience. The University agrees that the onus lies with the employer to demonstrate that the successful candidate was the most qualified. Where these factors are relatively equal as between two (2) or more candidates, the candidate with more seniority will be selected.

The University shall provide applicants upon request copies of the job description. The University shall provide the Union and the bargaining unit applicants who received an interview within ten (10) working days of the awarding of the posting the name of the successful candidate. Further, in addition to the name of the successful candidate, the University will indicate to the Union whether the successful candidate was selected from the accommodation list and/or redeployment pool and whether they are internal or external.

- (b)
  - (i) When an employee applies for a position which would result in a lateral move (i.e. to a position in the same multi-incumbent job class) and his/her application demonstrates that he/she meets the minimum qualifications for the position, he/she will be interviewed. Those not granted an interview will be offered advice on how to improve their qualifications and/or job search skills.
  - (ii) Where an external applicant is selected, the University will provide the Union with a written rationale for its decision that the applicant selected is demonstrably the most qualified.
  - (iii) Where a manager has decided that an external applicant is the most qualified applicant for a posted position, prior to making an offer of employment, his/her decision will be reviewed by his/her Division Head or designate.
  - (iv) When requested to do so, the University will meet with an employee who was not selected for the position with a view to discussing how the employee might prepare for future job postings.
  - (v) When an employee applies, is found to be qualified, but not given the position, the employee can ask for and will be given advice on how to improve his/her qualifications, and assistance in developing a career development plan and/or job search skills.
- (c) An employee selected by the University for a posted vacancy who feels dissatisfied with the job may, within two (2) months of starting in the job, decide to return to the job the employee left to accept the position. The University may, within two (2) months of an employee starting the job, return an employee to the job the employee left to accept the position if the employee shows an inability to perform the duties of the job. Thereafter, the posted vacancy shall be the employee's new position.

## Secondments

- (d) Recognizing the benefits of secondments in building transferrable skills and for overall career development for employees, the University will consider secondment requests as follows:

A non-probationary employee in a continuing position who is the successful applicant for a term position within the University may, prior to accepting the term position, make a written request to his/her manager to take a temporary leave from the continuing position of up to 2 years so that he/she may return to his/her continuing position at the end of the term position. The manager's decision to grant or deny a secondment shall be based on reasons of operational efficiency and service effectiveness. Such requests shall not be unreasonably denied.

The employee will return to the continuing position that is being held for him/her at the end of the temporary leave if the position still exists. The University will provide

any training it deems necessary for the employee to resume his/her duties in the continuing position. If the position is eliminated during the leave, the provisions of Articles 12:05 to 12:10 shall apply.

### Organizational Change - Elimination of Positions or Involuntary Reduction in Appointment

12:05 Budget cuts, departmental reorganizations, the introduction of new technology or other factors may result in organizational change in a Department that results in the elimination of one (1) or more positions, or the involuntary reduction of an employee's appointment by twenty (20) percent or more. The potential impact on current staff will be considered when organizational change proposals are being formulated as outlined in this article. In such cases:

- (a) The University shall meet with the Union to provide preliminary information in respect of the organizational change when in the University's view sufficient information is known and available regarding the general reasons, nature, anticipated organizational impact and approximate timing of the change.
- (b) A minimum of six (6) weeks notice will be given to all affected employees in the Department, prior to the implementation of the organizational change. Notice shall be given to the affected employee(s) between Monday and Thursday inclusive. Employees who receive notice of organizational change during a period of pregnancy, primary caregiver/adoption or parental leave will, upon the completion of such leave, receive salary continuance for their full six (6) week notice of organizational change notice period.

A copy of such notice shall be provided to the Union at the same time. At least one (1) week prior to the affected employee(s) being notified, the University shall provide the Union with a list of all employee(s) affected by the organizational change. At that time, the University will meet with the Union to outline the rationale for its decision.

- (c) The Department Head or designate will explain to the employees in the affected Department the reasons for and nature of the organizational change. For clarity, it is expected that the substance of this communication will have already been provided to the Union at an earlier step in the process, pursuant to (a) and/or (b) above.
- (d) Where a position(s) to be eliminated or involuntarily reduced in the Department is one of a number of similar positions in a multi-incumbent job classification performing similar duties in the Department, the employee(s) in the position with the least seniority will be laid off.
- (e) Where one (1) or more employees is facing layoff and a new position(s) is established as a result of organizational change, before being posted under Article 12:04 the new position(s) and any subsequent vacancies created as a result of the filling of the position by an employee in the Department, will first be available in the following manner to eligible employee(s) in the Department who apply for the position(s).
  - (i) Preference shall be given to employees in the department who are facing layoff for posted positions at the same or lower classification where the employees make application and are qualified. Preference will also be given to these employees for any subsequent vacancies in the Department created as a result of this organizational change that are at the same or lower classification. From among such applicants the University will select the qualified applicant. In circumstances where there is more than one qualified applicant for a position, the employee with the most seniority will be selected. Where none of the applicants is qualified, the position will be posted to the department and the selection process will be conducted per paragraph (ii) below.
  - (ii) All employees in the department shall be eligible to apply for any new positions in the Department that are not filled per paragraph (i) above and any

subsequent vacancies in the Department created by the filling of new positions by an employee of the Department, or where paragraph (i) above is not applicable. From among such applicants the University will select the qualified applicant, if any, who is the most qualified applicant for the position taking into account factors such as qualifications, skill, ability and previous relevant experience. Where these factors are relatively equal as between two (2) or more such employees, the employee with more seniority will be selected.

- (iii) If there are no applicants or no applicants are selected, the position(s) will be posted in accordance with Article 12:04.
- (iv) The employees who will be facing layoff will have redeployment pool status from the time they receive notice of organizational change if:
  - (a) there are no new positions being created in the department, or
  - (b) any new position(s) being created is at a higher classification than the position(s) of the employee(s) facing layoff and there are no other positions in the department at the same or lower classification as that occupied by the employee(s) facing layoff;
  - (c) the employees facing layoff are not selected for any new positions, or any subsequent vacancies in the Department created by the filling of new positions by an employee of the Department.
- (f) Affected employees shall be entitled to utilize the services of the University's career transition services for up to eighteen (18) weeks from the time notice is given under Article 12:05 (b). The services available include career counselling, computer skills, training support, resume preparation and external job search support.
- (g) Employees laid off as a result of organizational change shall be subject to the lay-off provisions. During the layoff notice period, employees shall be permitted to take up to five (5) days off work with pay for training and/or job search purposes. Scheduling shall be subject to operational requirements and prior approval by the employee's manager.
- (h) Notwithstanding (b) to (g) above, in the event of an involuntary reduction in appointment, the new position shall first be offered to the affected employee before being made available to employees in the Department as per (e) above. If the affected employee accepts the reduced appointment, he/she shall not be eligible for the layoff provisions.

#### **Organizational Change for Externally Funded Research Grant/Contract Positions**

12:06 Organizational change as defined in Article 12:05 above does not apply in the case where there is a reduction or elimination of research funding that results in the reduced or eliminated core duties no longer being done by any member of the bargaining unit in the Principal Investigator's research program.

In cases where organizational change does apply, the following will occur:

- (a) A minimum of six (6) weeks' notice will be given to all affected employees in the research program, prior to the implementation of the organizational change. Notice shall be given to the affected employee(s) between Monday and Thursday inclusive. Employees who receive notice of organizational change during a period of pregnancy, primary caregiver/adoption or parental leave will, upon the completion of such leave, receive salary continuance for their full six (6) week notice of organizational change notice period.

A copy of such notice shall be provided to the Union at the same time. At least one (1) week prior to the affected employee(s) being notified, the University shall provide the

Union with a list of all employee(s) affected by the organizational change. At that time, the University will meet with the Union to outline the rationale for its decision.

- (b) The Principal Investigator or designate will explain to the employees in the affected research program the reasons for and nature of the organizational change.
- (c) Where a position(s) to be eliminated or involuntarily reduced in the research program is one of a number of similar positions in a multi-incumbent job classification performing substantially similar day-to-day functions in the same research program, the employee(s) in the position with the least seniority will be laid off, unless the University establishes that this will impede the progress or be detrimental to the quality and integrity of the research.
- (d) Where one (1) or more employees is facing layoff and a new position(s) is established as a result of organizational change in the research program, before being posted under Article 12:04 the new position(s) and any subsequent vacancies created as a result of the filling of the position by an employee in the research program, will first be available in the following manner to eligible employee(s) in the research program who apply for the position(s).
  - (i) Preference shall be given to employees in the research program who are facing layoff for posted positions at the same or lower classification where the employees make application and are qualified. Preference will also be given to these employees for any subsequent vacancies in the research program created as a result of this organizational change that are at the same or lower classification. From among such applicants the University will select the qualified applicant. In circumstances where there is more than one qualified applicant for a position, the employee with the most seniority will be selected. Where none of the applicants is qualified, the position will be posted to the research program and the selection process will be conducted per paragraph (ii) below.
  - (ii) All employees in the research program shall be eligible to apply for any new positions in the research program that are not filled per paragraph (i) above and any subsequent vacancies in the research program created by the filling of new positions by an employee of the research program, or where paragraph (i) above is not applicable. From among such applicants the University will select the qualified applicant, if any, who is the most qualified applicant for the position taking into account factors such as qualifications, skill, ability and previous relevant experience. Where these factors are relatively equal as between two (2) or more such employees, the employee with more seniority will be selected.
  - (iii) If there are no applicants or no applicants are selected, the position(s) will be posted in accordance with Article 12:04.
  - (iv) The employees who will be facing lay off will have redeployment pool status from the time they receive notice of organizational change if:
    - (a) there are no new positions being created in the research program, or
    - (b) any new position(s) being created is at a higher classification than the position(s) of the employee(s) facing layoff and there are no other positions in the research program at the same or lower classification as that occupied by the employee(s) facing layoff;
    - (c) the employees facing layoff are not selected for any new positions, or any subsequent vacancies in the research program created by the filling of new positions by an employee of the research program.

- (e) Affected employees shall be entitled to utilize the services of the University's career transition services for up to eighteen (18) weeks from the time notice is given under Article 12:06 (a). The services available include career counselling, computer skills, training support, resume preparation and external job search support.
- (f) Employees laid off as a result of organizational change shall be subject to the lay-off provisions. During the layoff notice period, employees shall be permitted to take up to five (5) days off work with pay for training and/or job search purposes. Scheduling shall be subject to operational requirements and prior approval by the employee's supervisor. In the event the supervisor is unable to approve the paid time off prior to the end of the notice period, then the employee shall receive pay in lieu of any such unapproved time up to a maximum of five (5) days.
- (g) Notwithstanding (a) to (f) above, in the event of an involuntary reduction in appointment, the new position shall first be offered to the affected employee before being made available to employees in the research program as per (d) above. If the affected employee accepts the reduced appointment, he/she shall not be eligible for the layoff provisions.

## Layoff

### 12:07

#### (a) Temporary Lay-off

In the case of a temporary layoff (i.e., up to thirteen weeks (13) weeks' duration), employees will receive a minimum of one (1) week's notice in advance of the date of lay off or pay in lieu thereof, or a combination of both.

#### (b) Indefinite Lay-off

In the case of an indefinite lay-off (i.e., more than thirteen (13) weeks' duration), the employee(s) affected shall be given a minimum of twelve (12) weeks' notice in writing in advance of the date of layoff or pay in lieu thereof, or a combination of both. Notice shall be given to the affected employees(s) between Monday and Thursday inclusive.

12:08 The Local Union President shall be notified in advance of the names of any employees slated for lay off and the expected duration of same.

12:09 Employees who are indefinitely laid off will have the following options:

- (a) Cease employment with the University and elect enhanced severance pay effective the date of lay-off as per the severance pay schedule attached as Schedule "I" hereto.
- (b) Enter and remain in a "re-deployment pool" for employees with five (5) years or more of continuous service for up to twenty-four (24) months from the date of notice of lay off, and for other employees for up to eighteen (18) months from the date of notice of lay off. Employees in the re-deployment pool may apply for job vacancies as per Article 12:04. Employees in the re-deployment pool who apply for job vacancies at the same or lower job classification than the employee's pre-layoff position have preference over other applicants. Employees in the re-deployment pool who apply to positions at a higher job classification than the employee's pre-layoff position do not have preference over other applicants. In all cases where employees in the re-deployment pool apply for job vacancies at the same or lower classification they are required to note, as part of their application for the position, their re-deployment pool status. Human Resources will receive and review all applications and will forward qualified pool applicants to the hiring Department for first consideration. Applications from other applicants will only be forwarded to the hiring Department once it is established that there are no qualified pool applicants. From among such pool applicants the University will select the qualified candidate, if any, with the most seniority, taking

into account factors such as qualifications, skill, ability, previous relevant experience, and provided that, with a one (1) month training and familiarization period, the employee can perform the duties of the job. Where these factors are relatively equal as between two (2) candidates, preference will be given to the candidate with more seniority. The University agrees to provide to the Union the names of any successful applicants from the redeployment pool, no later than ten (10) working days after the position has been filled.

A successful applicant from the re-deployment pool may decide to return to the re-deployment pool, or the University may return the successful applicant to the re-deployment pool in accordance with Article 12:04(c). The employee will resume the remainder of their original pool time.

An employee in the re-deployment pool, who accepts a term position of one (1) year or less at the University, will have his/her remaining time in the pool stopped while in the term position. At the end of the term, if the employee chooses to go back into the pool, they shall resume the remainder of their original pool time. If the employee accepted this term position prior to the end of their 18 weeks' access to career transition services, they may use any remaining weeks of access to career transition services upon their return to the pool. If they choose to leave the University they will be paid severance pay as per Schedule "I".

An employee in the re-deployment pool who accepts a term position of greater than one (1) year at the University will receive a new notice of layoff and will be subject to the provisions of Article 12:09. Upon returning to the re-deployment pool, the employee shall be placed at the higher of the two (2) pay bands, either the original position or term position where applicable.

Employees in the re-deployment pool may continue coverage for one (1) or more of the benefits set out below (to the extent that the employee was enrolled in these benefits prior to the date of lay off) for a period of up to six (6) months from the date the lay off takes effect if the employee prepays monthly, the employee share of the premium or contribution cost of the benefits. The University will continue to pay the employer share of the premium cost of these benefits. After the initial six (6) months, an employee can continue coverage for one (1) or more of the benefits continued for up to nine (9) further months if the employee prepays monthly, the full premium or contribution cost (i.e., both the employee and the employer cost) of the benefits.

Pension Plan

Group Life and Survivor Income Plan

Dental Care Plan

Extended Health Care Plan

Joint Membership Plan

Vision Care Plan

Fee Waiver for Dependents

Educational Assistance Provisions 1. 1), 2), 3), 4) only. Note: Should a re-deployment pool candidate be successful in obtaining a position while they are registered and/or enrolled for a course, there will be no obligation on the part of the hiring Department to release the employee to attend classes that are scheduled during working hours.

No other benefits continue for employees in the re-deployment pool.

If an employee is not re-deployed within twenty-four (24) months from the date of lay off for employees with five (5) years or more of continuous service or within eighteen (18) months from the date of lay off for other employees, the employee will cease employment with the University and will receive regular severance pay in accordance with the severance pay schedule set out as Schedule "I" attached hereto.



- (c) Employees may opt out of the “re-deployment pool” and cease employment with the University at any time during the re-deployment period and receive regular severance pay in accordance with the severance pay schedule set out as Schedule “I” attached hereto.
- (d) Employees on temporary layoff (thirteen (13) weeks or less) may continue coverage for one or more of the benefits set out below (to the extent that the employee was enrolled in these benefits prior to the date of lay off) for the period of the lay off if the employee prepays monthly, in advance, the employee share of the premium or contribution cost of the benefits. The University will continue to pay the employer share of the premium cost of the benefits.

Employees who cease employment with the University and elect severance pay effective the date of lay off as per Article 12.08(a) may continue coverage for one or more of the benefits set out below (to the extent that the employee was enrolled in these benefits prior to the date of lay off), but excluding the Pension Plan, for a period of up to three (3) months from the date the lay-off takes effect if the employee prepays monthly, in advance, the full premium cost (i.e., both the employee and employer cost) of the benefits.

Group Life and Survivor Income Plan  
 Dental Care Plan  
 Extended Health Care Plan  
 Joint Membership Plan  
 Vision Care Plan  
 LTD (available only to employees on sessional /temporary layoff)

No other benefits continue during an indefinite layoff.

- 12:10 Employees who are laid off and who elect to cease employment shall be entitled to utilize the services of the University’s career transition services for up to three (3) months following lay off. The employees who elect to be placed in the redeployment pool shall be entitled to utilize the services of the University’s career transition services for up to six (6) months following lay off. The services available include career counselling, computer skills, training support, resume preparation and external job search support.
- 12:11 An employee shall be deemed terminated and shall lose his/her seniority standing and his/her name shall be removed from the seniority list for any one of the following reasons: if the employee:
  - (a) Quits;
  - (b) Is laid off for a period of more than twenty-four (24) months for employees with five (5) or more years of continuous service or for a period of more than eighteen (18) months for other employees;
  - (c) Is absent from work for three (3) consecutive working days without notifying the University within that period, unless the failure to notify is due to circumstances beyond the employee’s control;
  - (d) Fails to return to work upon the cessation of an authorized leave of absence without the consent of the University, unless the failure to return to work is due to circumstances beyond the employee’s control;
  - (e) Is in the re-deployment pool and declines a position offered in accordance with Article 12:09(b), following an application for the position;
  - (f) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

- 12:12 The University will provide the Union on a monthly basis (with a compatible electronic copy) a list that identifies employees' name, gender, status (full or part time), job classification, date first entered classification, current rate of pay, email address and latest campus mail address, new hires, quits, layoffs and those in the redeployment pool. On a quarterly basis the University will also provide a list of employees' home addresses.

The monthly files will be provided by the fifth (5<sup>th</sup>) working day of each month. The quarterly files will be provided by April 30, July 31, October 31, and January 31.

The University will provide the Union on a semi-annual basis (with a compatible electronic copy) a list of all employees who retired during the previous six (6) months. The list will include the retired employee's name, home address and telephone number on record as at his/her last date of employment with the University.

- 12:13 The provisions of Articles 12:05 to 12:10 do not apply to term employees or sessional lay offs of sessional employees unless the term appointment or sessional appointment is terminated prior to the original term or sessional end date as stated in the employee's letter of offer (i.e., due to organizational change).
- 12:14 No employee who has successfully completed his or her probationary period shall be laid off as a direct result of contracting out.

### **ARTICLE 13: LEAVES OF ABSENCE**

- 13:01 Unless explicitly stated otherwise, in this Article "year" shall mean a July to June year.

Pensionable service and benefits will continue during all paid leaves of absence and seniority will continue during all leaves of absence granted under the provisions of this agreement.

#### **Leave of Absence Without Pay**

- 13:02

(a) The University may grant a leave of absence without pay and without loss of seniority for up to one (1) year if an employee requests it at least four (4) weeks in advance, in writing, and if the leave is for good reason and does not unduly interfere with operations. Such a leave of absence may be extended for up to six (6) additional calendar months if there is a good reason for the extension and the University and the Union agree. Any request for an extension of a leave must be made, in writing, prior to the expiration of the initial leave.

(b) The President of the Union will be notified of all leaves granted under this Article.

- 13:03 Where an employee has been granted leave of absence without pay in accordance with the above Articles, the University will discontinue its share of contributions to the Pension Plan; Group Life and Survivor Income Plan; Long Term Disability Plan; Dental Care Plan; Extended Health Care Plan; Semi-Private Hospital Accommodation Plan; Vision Care Plan; and Joint Membership Plan. The employee can make provision for continuance of coverage of whatever benefits programmes the employee was enrolled in prior to the leave of absence being granted by making direct payment in advance to the supervisor of the monthly payroll. All premiums must be paid monthly in advance in accordance with the rules established by the Human Resources Department.

#### **Union Convention or Conference Leave**

- 13:04 Employees who are elected or appointed by the Union to attend Union conventions or conferences shall be granted a leave of absence without pay by the University provided the leave will not unduly interfere with operations. The Union will provide as much notice as possible for the leave, but in no event shall less than fourteen (14) calendar days' written notice of the names of employees in respect of whom leave is being requested be given. The

written notice shall be sent to the Director of Human Resources or designate who shall notify the appropriate supervisors. Such leaves shall not exceed ten (10) days per year in total per elected or appointed employee to attend such conferences or conventions.

Employees on such leave of absence will continue to be paid by the University, but the Union shall reimburse the University for wages upon receipt of a statement of the amount owing.

### Union Leave

13:05 Provided the leave will not unduly interfere with operations, the University will grant a leave of absence without pay for up to one (1) year for an employee to assume an official position with the International Union or within the Local 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 eight (8) employees from the bargaining unit at any time. For leaves to assume an official position within the Local Union, the University will grant year to year extensions with at least two (2) months written notice prior to the end of the year.

Employees on such leave of absence will continue to be paid by the University, but the Union shall reimburse the University for such wages and benefit payments 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. Any training deemed required by the University to fulfil the duties of the position on such return will be provided by the University. If the position is eliminated during the leave the employee will be subject to, and eligible for the provisions of, Articles 12:05 to 12:10.

### Pregnancy Leave

13:06

- (a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the University prior to the probable date of delivery, and who presents to the Department or Division Head a doctor's certificate or certificate from a midwife stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.
- (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 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. For employees with less than one (1) year of service, the University will pay the above noted top-up prorated according to the percentage of a whole year and FTE that the employee worked before the first day of the leave, 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 27 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 the period of an employee's pregnancy leave.

### Primary Caregiver Leave and Adoption Leave

13:07

- (a) Primary Caregiver Leave is available to a parent, other than a biological mother, who has the primary responsibility for the care of a child during the thirty-seven (37) 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 returned 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 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. For employees with less than one (1) year of service, the University will pay the above noted top-up prorated according to the percentage of a whole year and FTE that the employee worked before the first day of the leave, 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.

## Parental Leave

13:08

- (a) An employee who is a parent of a child and who has been employed with the University for 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:
- up to thirty-five (35) weeks of parental leave for birth mothers;
  - 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) 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 eight (8) 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.
- (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 (of not later than 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 service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

## Training Upon Return to Work from Pregnancy, Primary Caregiver/Adoption, Parental Leaves

- 13:09 Where an employee has been granted a leave of absence in accordance with Article 13:06, 13:07 and/or 13:08, upon conclusion of the employee's leave, any training deemed required by the University to fulfill the duties of the employee's most recently held position with the University shall be provided if this position still exists.

### **Paternity Leave**

- 13:10 Upon the birth or adoption of a child, a father or same-sex parent shall be granted up to five (5) 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.

### **Political Leave**

- 13:11 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 - ten (10) working days.
- (d) For election to Mayor or Chairman of City/Town/Regional Council - fifteen (15) working days.

Such leave need not be taken on consecutive days.

### **Personal Leave**

Such leaves shall not be used to extend vacation or long weekends.

- 13:12 An employee may request in advance up to three (3) days or up to six (6) half-days of paid personal leave in any year. Such requests shall not be unreasonably denied. Wherever possible, staff members shall make their need for personal leave known to their supervisor at least five (5) days in advance. Reasons for personal leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, stepping-in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave, writing examinations, volunteer activities, and attending to emergency situations.

Effective June 30, 2017 the Number of Paid Personal Leave days shall be reinstated to up to four (4) days per year.

- 13:13 In arranging these leaves, both the best interests of the University as well as the interests 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.

### **Health Care Appointments**

- 13:14 Where an employee cannot schedule a health care appointment outside of the employee's regular working hours, the employee will give as much advance notice as possible, and will be given time off with pay necessary to attend the appointment. In such cases, the employee will attempt to schedule the appointment so as to minimize disruption to the employee's work day.

### **Compassionate Care Leave**

- 13:15 The University will grant compassionate care leave to employees who take a leave of absence under the Family Medical Leave provisions of the *Employment Standards Act*. For employees with one (1) year of service or more the University will pay up to the equivalent of the maximum possible weekly Employment Insurance benefit for which the employee is qualified

during the two (2) week waiting period provided that the employee applies for and receives Employment Insurance benefits.

#### **ARTICLE 14: BEREAVEMENT LEAVE**

14:01 The University will grant up to five (5) days of paid leave in the event of the death of an employee's spouse or same-sex partner, children (including step-children), grandchildren, parents, parents-in-law, sibling (including step-brother, step-sister), brother-in-law, sister-in-law, and grandparents, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend).

#### **ARTICLE 15: UNION REPRESENTATIVE**

15:01 If an authorized representative of the Union wants to speak to a member of the bargaining unit about a grievance or other official business, he/she shall advise the Supervisor, or his/her designated representative, who shall then call the member to an appropriate place where they may confer privately. The union representative will make every effort to have any such meeting during the employee's non-working hours.

#### **ARTICLE 16: BULLETIN BOARDS**

16:01 The University will make available bulletin boards in areas accessible to employees in the workplace for the purpose of posting notices of Union meetings and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. The University shall notify the Union of the location of all such bulletin boards and shall provide the Union with keys for any locked bulletin boards.

#### **ARTICLE 17: STANDBY AND CALL-IN-PAY**

##### **Standby Pay**

17:01 The University's operational commitments are such that the incumbents in some positions will, as part of their regular duties and responsibilities, be scheduled by the employee's supervisor to be on standby. The following applies to such employees in respect of scheduled standby:

- (a) While on standby they must be available to attend at the work place within two (2) hours if such an attendance is required, or otherwise be available to take remedial action.
- (b) The employee shall receive two (2) hours of regular straight time pay for each evening they are on standby during the week. For the purposes of this provision, "during the week" means other than during the "weekend" as defined in (c) below, and an "evening" begins at the end of the work day of the employee on standby and continues until the commencement of that employee's following work day.
- (c) The employee shall receive three (3) hours of regular straight time pay for each unit on the weekend they are required to be on standby. For the purposes of this provision, the weekend is broken into two (2) units: Friday after the end of the work day of the employee on standby until Saturday at 12:00 midnight, and from 12:00 midnight Saturday until the beginning of the work day of the employee on standby on Monday morning.
- (d) Employees required to come in to work while on standby will also be entitled to Call-in Pay as per Article 17:02 below.
- (e) This Article shall also be applicable to employees who are required to be on stand by at times that are scheduled to be their days off other than Saturday and Sunday.

## Call-in Pay

- 17:02 An employee called in for work by the employee's supervisor outside the employee's regular working hours will receive a minimum of four (4) hours' pay at the applicable overtime rate, or pay for all hours worked, whichever is greater. This provision does not apply if an employee is asked by the employee's supervisor to work immediately prior to or immediately following the employee's regular working hours.

Employees who work out of their homes or at places outside of University campuses who are called to work during their off hours, and not required to attend at University premises, will receive a minimum of two (2) hours pay at the applicable overtime rate, or pay for all hours worked, whichever is greater.

## ARTICLE 18: PAYMENT FOR INJURED EMPLOYEES

- 18:01 In the event an employee is injured in the performance of his or her duties such that the employee is required to stop work and receive medical treatment the employee will receive his or her regular pay for that work day. If the injury is such that transportation immediately following the injury is required, the University will provide, or arrange for, suitable transportation to a hospital, the employee's home or other appropriate location.

## ARTICLE 19: JURY AND WITNESS DUTY

- 19:01 An employee who is called for jury duty or subpoenaed as a witness (excluding arbitration) will receive, for all days on which the employee would otherwise have been working, an amount equal to the pay lost (calculated as the number of hours the employee would otherwise have worked, exclusive of overtime, multiplied by the employee's regular straight-time hourly rate), provided the employee furnishes the University with certification by proper authority of the dates and times served and of any and all payments received for such service, that the amounts received from the Court for jury duty or witness fees, exclusive of any expenses received, must be endorsed to the credit of the University, and the employee reports for work when not required for such duty and endeavours to keep up with the responsibilities of the job to the best of the employee's ability.

## ARTICLE 20: HEALTH AND SAFETY

- 20:01 The University is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe conditions on its premises. The University endeavours to provide a hazard free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programmes and procedures.

The University requires that health and safety be a primary objective in every area of its operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.

The University shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community.

The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work in accordance with the Occupational Health & Safety Statute Law Amendment Act 2011, c. 11, ss. 1-18, enacted June 1, 2011 where there is an immediate danger to their health and safety or health and safety of others.



20:02

- (a) The Union shall elect or appoint at least one (1) bargaining unit employee as a worker member to all buildings where bargaining unit members are employed and that have a joint health and safety committee (which committees have the responsibilities of Joint Health and Safety Committees under the *Occupational Health and Safety Act*), or such further department or building joint health and safety committees if established in the future.
- (b) The University will continue to respect the functions and guidelines established for the Joint Health and Safety Committee. The University will ensure that copies of minutes of Joint Health & Safety Committee meetings from all campuses will be forwarded to the Union office via electronic mail in a timely fashion.
- (c) The number of members appointed by the University to the above-noted Joint Health and Safety Committees shall not exceed the number of worker members on the committees.
- (d) A worker member appointed or elected by the Union to each of the above-noted Joint Health and Safety Committees may become a certified worker representative on the Committee if requested by the Union. The University agrees to pay the costs for the core certification programme provided by the Workers Health and Safety Centre.
- (e) The University and the Union will also establish a Central Health and Safety Committee made up of six (6) members, three (3) appointed by the Union and three (3) appointed by the University. Each party shall select from among its three (3) representatives a co-chair for the central committee. The role of the Central committee will be to monitor, assist and provide direction to the Joint Health and Safety Committees.
- (f) The Central Committee and the local President shall receive copies of all committee reports, and investigations reports from all the committees. The University shall endeavour to ensure that these materials are provided in a timely fashion.
- (g) Bargaining unit employees on both the Health and Safety Committees and Central Committee will suffer no loss of regular straight time pay for time required to carry out their responsibilities. Bargaining unit employees on the Health and Safety Committees and Central Committee shall provide as much notice as possible to their supervisors in the event their responsibilities will require them to be away from their regular work.

### Pregnancy

20:03 In assessing the health and safety of work, the University shall consider the special risks that may apply during pregnancy. Pregnant employees may request a workplace assessment by the Office of Environmental Health and Safety. Where risks or hazards are identified by EH&S through such an assessment the University will arrange reasonable accommodation, including but not limited to options such as reassignment or leave.

### Whistleblower Protection

20:04 The University is responsible for notifying the appropriate authorities in accordance with the appropriate federal, provincial, and municipal environmental legislation if there is a release of a hazardous substance to the air, earth or water system.

Employees first have a duty to report such releases to the immediate supervisor or designate in accordance with the Occupational Health and Safety Act. In response, the supervisor has a responsibility to ensure the appropriate investigation; reporting and remedial actions are taken without delay, in conjunction with the Joint Health and Safety Committee.

All provisions within the Occupational Health and Safety Act must first be exhausted.

No employee shall be discharged, penalized or disciplined in the event of good faith reporting to the appropriate regulatory authority of a release of a hazardous substance.

### Workplace Inspection

20:05 The University confirms that it shall ensure that workplace inspections are conducted as required by OHSA.

### Accommodation / Return to Work

20:06 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 the Union Accommodation Committee consisting of up to three (3) members. The University will pay for the members of this committee 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 a member of the Accommodation Committee to represent the employee. The University may also request that the Union appoint a member of the Accommodation Committee 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.
- (c) With the written consent of the employee, the member of the Accommodation Committee shall have access to any relevant medical information related to the accommodation and/or return to work of the employee.

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 member of the Accommodation Committee with the reasons for the proposal or denial at the Union's request.

The parties agree that the duty to accommodate may require them to waive the posting requirements as set out in Article 12:04.

- (d) The members of the Accommodation Committee 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 committee member 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.

20:07

- (a) Employees will wear, and the University will supply, protective clothing and other devices which the University requires employees to use to protect employees from injuries arising from their employment.

- (b) The University agrees to contribute up to one hundred seventy five (175) dollars per employee per year towards the purchase of safety shoes or boots for employees who are required to wear them in the performance of their duties. Reimbursement shall be processed upon production of the original receipt. Safety shoes and boots must be Canadian Standards Association approved, and be in serviceable condition as determined by the employee's supervisor.
- (c) The University agrees to contribute up to three hundred (300) dollars per employee once every two (2) years, upon production of original receipts who requires prescription safety glasses for the performance of his/her duties and where, in the opinion of the University, protective face shields are not appropriate, towards the cost of prescription safety glasses (lenses and frames).

#### ARTICLE 21: HOLIDAYS

21:01 The University will observe the following holidays:

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

21:02 Employees shall be eligible for the above paid holidays provided:

- (a) The employee works his/her regular scheduled hours of work immediately preceding and immediately following the holiday. For employees working flex hours, it is agreed that the employee may not be required to work the hours of work immediately preceding and immediately following the holiday; and
- (b) The paid holiday involved occurs or is observed by the University during a period when the employee is not absent from work by reason of sickness, injury, authorized leave of absence, or by reason of being laid off for more than thirty (30) calendar days prior to the holiday.

21:03 Eligible employees shall receive pay for each holiday equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday.

21:04 Any authorized work performed by an employee on any of the above-named holidays shall be paid at the rate of time and one-half (1 ½) in addition to holiday pay.

21:05 Presidential Day(s) as designated by the University will be a day off with pay equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday. The eligibility provisions of Article 21:02 apply to Presidential Days. Any authorized work performed by an employee on a Presidential Day shall be paid at the employee's regular straight-time rate, and the employee will receive another day off with regular straight-time pay on a day mutually agreeable to the employee and the employee's supervisor.

21:06 The University shall designate the day of observance of the paid holidays set out in Article 21:01 above. Notice will be sent to the Union by the University within a reasonable time period prior to the date of observance of the paid holiday(s). Where a paid holiday falls on a Saturday or a Sunday, the University shall designate a weekday as the day of observance for that holiday. The days of observance for the Christmas/New Year's holidays set out in Article 21:01 will be as set out in Schedule "J" attached hereto and forming part of this collective

agreement, for the period specified in Schedule "J". Paid holidays observed under Article 21:01 shall be deemed to be hours worked for the calculation of overtime under Article 24:07.

## ARTICLE 22: VACATION WITH PAY

22:01 Employees earn vacation time with pay (vacation credits) on the following basis:

<u>Accrual Period</u> (months)	<u>Monthly Accrual Rate</u> (monthly)
First 60 months	1.25 days per month
61 to 72 months	1.33 days per month
73 to 84 months	1.417 days per month
85 to 96 months	1.5 days per month
97 to 108 months	1.583 days per month
109 to 132 months	1.667 days per month
133 to 156 months	1.75 days per month
157 to 168 months	1.833 days per month
169 or more months	2.083 days per month

Vacation entitlement shall not be rounded up or down. Employees shall be entitled to take vacation credits earned to the nearest half (1/2) day. Vacation credits of less than half (1/2) a day shall be carried forward and shall continue to accrue.

For clarity, an employee who commenced work on April 30, 1994, and who had no outstanding vacation credits as of May 1, 1999, will accumulate eleven (11) days of paid vacation credits as of December 31, 1999 (sixty-eight (68) months' service, monthly accrual rate of 1.33 days per month). The period from May 1, 1999 to December 31, 1999 is eight (8) months, therefore vacation credit calculation is  $8 \times 1.33 = 10.64$  days. The employee is entitled to take vacation to a maximum of 10.5 days as they are earned during this eight (8) month period. The remaining entitlement (0.14 day) shall be carried forward.

22:02 Vacation credits continue to be earned during all periods of leave with pay (including Union leave under Articles 13:04 and 13:05). Vacation credits are not earned during periods of unpaid leave, layoff, or while an employee is absent from work and in receipt of LTD benefits, or WSIB benefits in excess of fifteen (15) weeks. Employees shall continue to receive vacation credits during periods of unpaid leave for pregnancy, primary caregiver or parental leave.

22:03 Vacation scheduling is determined by Department or Division Heads (or designates). In determining vacation schedules and/or considering requests for vacation time Department or Division Heads (or designates) will, subject to operational and service effectiveness, consider employees' preferences. When more employees are requesting vacations than the Department or Division Head (or designate) will approve at one time, the Department or Division Head (or designate) will give preference to the employee with the greater seniority.

The Department or Division Head (or designate) shall consider and respond to ad hoc employee vacation requests within fifteen (15) working days of such request(s) being submitted in writing. However, this fifteen (15) working day requirement shall not apply to regularly recurring departmental vacation scheduling processes, if any.

The University shall not unilaterally schedule vacation of less than five (5) consecutive days without the consent of the employee.

22:04 Employees take vacation with pay (in full or half days only) using vacation credits earned. Employees cannot take vacation which exceeds the employees' vacation credits earned to the date of the commencement of the vacation.

22:05 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. Employees may carry forward vacation credits in excess of the employee's annual entitlement to a maximum of five (5) additional days without written approval of the Department or Division Head. Employees may carry forward a further five (5) days for a total of ten (10) days with the written approval of the Department or Division Head. "For example, an employee with less than sixty (60) months' continuous service earns fifteen (15) days of vacation credit. The employee may carry forward five vacation days from a previous vacation year for a total of twenty (20) vacation days or ten (10) vacation days with written approval for a total of twenty-five (25). Any other accumulated vacation days not carried forward to the next vacation year shall be paid out prior to the last pay period of each year."

- 22:06 While on vacation an employee will receive regular straight time pay.
- 22:07 If a Holiday under Article 21:01, or a Presidential Day, falls during an employee's vacation period, the employee will not be required to use any vacation credit to cover the holiday.
- 22:08 Employees who work on a sessional basis and who do not take vacation time but rather earn vacation pay on the basis set out below, and whose vacation pay accumulated in each pay period during the session shall be paid out any accumulated vacation pay at the pay period immediately preceding the employee's sessional layoff or any earlier pay period upon two pay periods' written notice.

Sessional employees shall accrue vacation pay entitlement on the following basis:

<u>Length of Service</u>	<u>Vacation Pay</u>
0 to 5 sessions	6.0% of gross pay period earnings
6 sessions	6.4% of gross pay period earnings
7 sessions	6.8% of gross pay period earnings
8 sessions	7.2% of gross pay period earnings
9 sessions	7.6% of gross pay period earnings
10 to 11 sessions	8.0% of gross pay period earnings
12 to 13 sessions	8.4% of gross pay period earnings
14 sessions	8.8% of gross pay period earnings
15 sessions plus	10.0% of gross pay period earnings

Sessional employees who are authorized to take vacation time during the session may only take vacation time which does not exceed the amount of the employee's vacation pay entitlement.

- 22:09 Upon termination of employment, unused vacation credits will be paid out to an employee.

Effective July 1, 2015, the University will reduce the payment that is provided to employees who, when they cease employment, have accumulated (that is, earned but not taken) approved vacation. The reduction will be as follows:

- for those with 3 weeks annual vacation entitlement, a reduction in the payment upon cessation of employment of 4 days;
- for those with 4 weeks annual vacation entitlement, a reduction of 5 days; and,
- for those with 5 weeks annual vacation entitlement, a reduction of 6 days.

This does not preclude employees taking their outstanding vacation as time off work before they leave the University. This provision shall only apply to vacation payouts to employees leaving the University.

## ARTICLE 23: WAGES

- 23:01 Regular straight-time wages shall be as set out in Schedule "A" attached hereto.

## Temporary Transfers

- 23:02 An employee who is temporarily transferred to another job to meet the University's needs in a classification which is lower than the employee's classification shall suffer no loss in pay during the temporary transfer. If such a transfer is to a job in a higher classification, the employee will be paid on the basis of the step in the higher classification that is the next higher salary step, whereby such step shall be at least equal to or greater than three (3) percent of the employee's current salary.

Where an employee believes there are significant special circumstances, he/she may submit a written request to his/her manager not to be temporarily transferred, setting out the reasons for the request, and the University agrees to give due consideration to such request.

Temporary transfers of six (6) months or less shall not be required to be posted. All others shall be posted.

Employees not covered by this Collective Agreement will not be temporarily transferred into the bargaining unit under this provision unless otherwise agreed by the parties.

## ARTICLE 24: HOURS OF WORK AND OVERTIME

- 24:01 It is the University's management right to determine hours of work as the University deems appropriate and the provisions of this Article are intended only to provide a basis for calculating time worked, and nothing in this Article shall be construed as providing any guarantees as to the hours of work per day or per week or when employees commence or end regular hours of work.

- 24:02 Regular hours of work for full time employees are thirty-six and one-quarter (36¼) hours per week (thirty-three and three-quarters (33¾) hours per week during July and August).

The University will provide a minimum of one (1) month's notice of an impending change of an employee's regular hours of work (e.g., a change in starting time, etc.).

- 24:03 Where an hourly rate needs to be calculated (e.g. overtime pay), it will be calculated by dividing the employee's annual salary by one-thousand eight hundred and sixty three (1,863).

- 24:04 Employees are entitled to a one (1) hour lunch break without pay, approximately midway through a work day, and a fifteen (15) minute break at an appropriate time during the first and second half of a work day.

The one (1) hour lunch break may be adjusted to a thirty (30) minute lunch break without pay upon the mutual consent of the employee and their supervisor, provided that the start and finish times are adjusted accordingly. Part-time employees will receive a fifteen (15) minute paid break for every three (3) consecutive hours worked, except in cases where the employees work a full day, in which case they shall receive the same lunch and breaks as full-time staff appointed employees.

- 24:05 Provided it does not, in the opinion of the Division or Department head, adversely affect operational efficiency or service effectiveness, Division or Department heads will consider requests by employees for flexibility with respect to the employees' regular hours of work. For example, such requests may include flexible hours, a compressed work week, or working from home. It is understood that such arrangements may not be suitable operationally in some work units and/or for certain positions, and that the design and approval of all arrangements is a matter for University discretion. It is understood that such arrangements, in and of themselves, do not trigger overtime.

## Overtime

24:06 Overtime must be authorized in writing in advance by an employee's immediate supervisor. Wherever practical, all overtime shall be distributed on a voluntary basis and as equitably as possible to the employees who normally perform the work.

Further, each Department shall establish a process for overtime approval in exceptional circumstances where the requirement for overtime arises due to urgent and/or unforeseen events and the employee's immediate supervisor is unavailable to authorize the overtime.

24:07 Employees who perform work in excess of thirty-six and one-quarter (36¼) hours in a work week will be paid at the rate of time and one-half the employee's regular rate of pay for authorized hours worked beyond thirty-six and one-quarter (36¼), it being understood that overtime pay will not apply unless or until the time worked is at least one-quarter (15 minutes) hour more than the employee's regular hours of work in a day.

Employees authorized to work overtime beyond 9:00 p.m. will be provided with a taxi chit or reimbursed for campus parking.

## Banking Hours

24:08

- (a) The University will maintain an "overtime bank" for each employee consisting of a record of periods of authorized overtime worked which an employee may take as lieu time off, which overtime bank may not at any time exceed two hundred (200) hours in total. Overtime will be credited as it is earned (e.g., at time and one-half the actual hours worked). By mutual agreement between the employee and the immediate supervisor, banked hours may be carried forward from year to year. It is agreed that for the purposes of this article a year shall be "calendar year."
- (b) Authorized overtime worked by an employee will be credited to his/her overtime bank (if there is sufficient room in the employee's overtime bank), unless the employee and the immediate supervisor mutually agree that the overtime be paid on the employee's next regular pay cheque.
- (c) Lieu time off in an employee's overtime bank will be taken at times mutually agreed to by the employee and the immediate supervisor.
- (d) Upon cessation of employment, any overtime in an employee's overtime bank will be paid out on the employee's final pay cheque.

## Meal Allowance

24:09 Employees who are authorized to work and who work overtime for two (2) consecutive hours or more beyond their regular hours in a work day are entitled to a meal allowance in the amount of fifteen (15) dollars. Employees who are authorized to work and who work overtime for four (4) hours or more on a day outside their regular work week are entitled to a meal allowance in the amount of fifteen (15) dollars.

## No Pyramiding

24:10 There shall be no pyramiding of any payments or benefits provided for in this collective agreement.

### Part-Time Status for Family Care

24:11 Full-time employees who have continuous responsibilities for the care of their family may submit a request to their supervisor for a change to part-time status for a defined period, in order to devote more time to their family care responsibilities. In the event the request is granted, the percentage of time to be worked, and the duration of the part-time appointment, must be mutually agreed to between the employee and the department or division head, to whom the request should be addressed. Employees requesting a change in status on this basis should make their request as far in advance as possible but, in any event, no less than one month prior to the commencement of the requested change in status. Salary and benefits will be appropriately pro-rated according to the percentage time worked.

### ARTICLE 25: GENERAL

25:01 Wherever the feminine gender is used throughout the Articles within this Agreement, it is agreed that the male gender is an acceptable substitute whenever and wherever the male gender is applicable.

25:02 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plurality is applicable.

25:03 The parties agree to finalize the renewal Collective Agreement within six (6) months of the date of its ratification. Printing and distribution of this Agreement will be the University's responsibility. The Employer will also supply the Union with four hundred (400) copies of the Agreement. In the interest of environmental conservation, the collective agreement will be posted on the University's Human Resources and Equity website and the USW Local 1998 website and the link to said website will be provided to all employees in the bargaining unit. Upon request, printed copies of the agreement shall be made available to employees at the divisional Human Resources Offices.

25:04 Employees must provide written confirmation to the University of their mailing address and telephone number and must notify the University in writing of any change in the employee's mailing address or telephone number. The University shall be entitled to rely upon the last address and telephone number furnished by the employee for all purposes.

25:05 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Human Resources or his or her designate, University of Toronto, 215 Huron Street, 8<sup>th</sup> floor, Toronto, Ontario M5S 1A2, and the Staff Representative or his or her designate, United Steelworkers, 25 Cecil Street, Toronto, Ontario, M5T 1N1.

### ARTICLE 26: PENSION AND BENEFITS

26:01 Employees are eligible to participate in the Pension Plan; Long Term Disability Plan; Group Life and Survivor Income Plan; Dental Care Plan; Extended Health Care Plan; Semi-Private Hospital Accommodation Plan; Joint Membership Plan; and Vision Care Plan, as summarized in Schedules "B" to "H" attached hereto.

### ARTICLE 27: SICK LEAVE

27:01 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 sick leave is to provide against loss of earnings for employees who are prevented by sickness or accident from performing their duties.

27:02 Upon completion of their probationary period, employees are eligible for sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury.



Employees shall be eligible for up to three (3) days of sick leave during the probationary period.

- 27:03 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work.
- 27:04 An employee may, with prior warning, be required by the University to provide a doctor's certificate certifying that the employee is unable to carry out his/her normal duties due to illness.
- 27:05 An employee who is hospitalized or confined by order of a doctor 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 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 at a later date mutually agreeable to the employee and the employee's supervisor.

#### **ARTICLE 28: HUMANITY CHARITABLE FUND**

- 28:01 The University agrees to deduct the amount of two cents (\$0.02) per hour from the wages of all employees in the bargaining unit for all hours worked and prior to the 15<sup>th</sup> day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to the United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names and addresses of all employees in the bargaining unit on whose behalf such payment has been made.
- 28:02 Employees may opt out of the Humanity Fund by providing written notice of their desire to do so to the Union, who shall advise the University of the request.
- 28:03 The University shall record the contribution on each employee's T4 Slip.

#### **ARTICLE 29: PART-TIME EMPLOYEES**

- 29:01 Staff appointed employees who are regularly scheduled to work less than thirty-six and one-quarter (36¼) hours per week will be considered part-time employees for the purposes of this Article.
- 29:02 The provisions of this collective agreement apply to part-time employees subject to the modifications set out below:

Employees accrue vacation credits on the same basis as set out in Article 22: Vacation, but pro-rated according to the percentage of the employee's appointment. For example a fifty (50) percent appointment employee in the first sixty (60) months of employment will earn 1/12 of 7.5 days each month, or 0.625 days per month.

#### **ARTICLE 30: THREE DAYS OFF WITH PAY**

- 30:01 For each twelve (12) month period (July 1 to June 30 of any year) the University will designate three (3) days on which employees do not have to work and in respect of which employees will suffer no loss of regular-straight time pay.

Employees required to work by the University on one (1) or more of these days will be paid at straight time for the day and will be given another day off with no loss of regular straight-time pay at a time mutually agreed by the employee and his or her supervisor.

The University, in its sole discretion, shall designate the three (3) days in a given twelve (12) month period. Notice will be sent to the Union by the University within a reasonable time period prior to the designated dates of these days.

These days are not "Holidays" for any purpose under the collective agreement, including Article 21: Holidays or Schedule "J" - Holidays.

#### **ARTICLE 31: UNIFORMS**

31:01 The University agrees to provide uniforms to employees who are required to wear uniforms by the University (e.g. lab coats, dental/nursing uniforms, including shoes).

#### **ARTICLE 32: PERSONNEL FILE**

32:01 An employee may review his or her personnel file, provided that two (2) working days prior notice is given to the appropriate local Human Resources Office. The employee is entitled to be accompanied by a union representative for up to half (½) an hour to review the personnel file.

The employee or the Union may inquire as to the presence of any document in their personnel file and request that said document be removed. If the University and the Union agree that the document is not relevant, the University shall confirm in writing that the document has been removed.

#### **ARTICLE 33: PROFESSIONAL DEVELOPMENT**

33:01 The University recognizes the important role that administrative staff have in contributing to the achievement of the University's teaching, learning and research mission. Therefore, the University is committed to creating an environment that facilitates and enhances the skills training and career development of administrative staff and fosters promotional opportunities.

To further this objective the University offers both internal staff development opportunities and an educational assistance programme.

Staff development activities should take place within the framework of a jointly agreed upon career development plan between the employee and his or her supervisor. The University will grant, upon request by the employee a minimum of three (3) days professional development per year related to the employee's position or as part of an agreed upon career development plan. Requests for access to professional development will be granted subject to operational requirements of the unit, cost and the availability of Organizational Development and Learning Centre programmes. Such requests shall not be unreasonably withheld.

#### **ARTICLE 34: TERMINATION**

34:01 This Agreement shall be effective from July 1, 2014 and shall continue in effect up to and including the 30<sup>th</sup> day of June, 2017, and shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing within a period of ninety (90) calendar days immediately prior to the expiration date that it desires to amend the Agreement.

34:02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 34:01, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on September 9, 2014.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

\_\_\_\_\_  
*Vice-President, Human Resources & Equity*

\_\_\_\_\_  
*Secretary of Governing Council*

AND

UNITED STEELWORKERS

\_\_\_\_\_  
*Staff Representative, Omero Landi*

\_\_\_\_\_  
*President, Paul Tsang*

## SCHEDULE A: Salary

Effective July 1, 2014, a one half (0.5) percent ATB increase to all salary scales.

Effective January 1, 2015, a one half (0.5) percent ATB increase to the June 30, 2014 salary scales.

Effective July 1, 2015, a one half (0.5) percent ATB increase to all salary scales.

Effective January 1, 2016, a one half (0.5) percent ATB increase to the June 30, 2015 salary scales.

Effective July 1, 2016, a one and one quarter (1.25) percent ATB increase to all salary scales.

### Notes to Salary Schedule

- (1) Employees shall move up a minimum of one step on the grid every twelve (12) months of their employment in the job classification to maximum of the highest step on the grid for the classification.  
  
Any employee currently making above the highest step on the grid shall continue to be red circled until such time that the grid for the classification meets or exceeds the employee's salary. Until such time the employee will receive a lump sum payment equal to the negotiated ATB.
- (2) An employee whose salary immediately prior to March 1, 2000 is above the highest step on the grid for the classification will, so long as the employee is in that classification or another classification where the employees' salary is above the highest step on the grid for that classification, have his or her salary red-circled until the salary on the grid for the classification meets or exceeds the employee's salary. The parties agree to discuss and review, if necessary, any anomalies that do not result from "errors", previous red-circling or the like.
- (3) Where an employee is appointed to a classification in a higher salary grade, the employee's salary will be increased to the next higher salary step, whereby such step shall be at least equal to or greater than three (3) percent of the employee's current salary. Where an employee is appointed to a classification in a lower salary grade, the employee's salary will be decreased to the salary step in the lower salary grade closest to, but less than, the employee's salary in the higher grade. For clarity, the hiring rate of a salary grade is considered a step on the grid.
- (4) Newly hired or appointed employees will be paid no less than the starting rate for the salary grade of the classification, but the University, can in its sole discretion, place newly hired or promoted employees at any step on the grid above the starting rate (subject to the minimum grid placement for promoted employees as per paragraph 3 above).
- (5) The University can, in its sole discretion, move employees through the grid at an accelerated rate.
- (6) For the purposes of retention, recruitment, skills shortage, or to recognize an employee's extraordinary effort and/or contribution, the University may, in its sole discretion, make lump sum payments to employees in addition to an employee's base salary. Any such payments will not form part of and will not increase the base salary of those employees who receive them and will not form part of an employee's compensation or remuneration for any purposes under the collective agreement, benefit, or pension plans.
- (7) University decisions with respect to paragraphs 4, 5 or 6 above are within the sole discretion of the University and in no case shall an arbitrator or board of arbitration have the jurisdiction to make or order any movement or placement on the grid as per paragraphs 4 or 5 or any payments as per paragraph 6.
- (8) The University will, on a quarterly basis, advise the Union in writing of any grid placements as per paragraphs 4 or 5 above or any payments as per paragraph 6 above.

## July 1, 2014

PSG	HIRERATE	STEP01	STEP02	STEP03	STEP04	STEP05	STEP06	STEP07	STEP08
1	32407	33704	35051	36454	37547	38674	39834	40631	41443
2	34411	35788	37219	38709	39869	41066	42297	43144	44007
3	36540	38002	39521	41101	42336	43606	44913	45812	46728
4	38799	40352	41966	43644	44954	46301	47690	48644	49617
5	41198	42846	44560	46343	47732	49165	50640	51653	52686
6	43747	45496	47315	49208	50685	52206	53771	54847	55943
7	46450	48309	50241	52250	53818	55434	57095	58238	59403
8	49322	51296	53347	55482	57145	58861	60626	61839	63076
9	52373	54468	56646	58912	60681	62500	64373	65663	66975
10	55613	57837	60150	62556	64432	66365	68357	69723	71118
11	59051	61414	63869	66422	68416	70469	72583	74035	75515
12	62702	65210	67819	70531	72647	74827	77072	78613	80186
13	66578	69242	72013	74893	77140	79454	81838	83475	85144
14	70696	73524	76464	79523	81909	84366	86897	88635	90408
15	75067	78070	81193	84441	86974	89583	92271	94116	95999
16	79710	82897	86214	89662	92351	95123	97977	99936	101935
17	84639	88024	91545	95208	98063	101006	104036	106116	108239
18	89873	93468	97206	101095	104128	107251	110469	112678	114931
19	95430	99248	103217	107345	110566	113884	117300	119645	122038
20	101332	105383	109599	113984	117403	120925	124554	127045	129585

## January 1, 2015

PSG	HIRERATE	STEP01	STEP02	STEP03	STEP04	STEP05	STEP06	STEP07	STEP08
1	32568	33871	35226	36636	37734	38867	40032	40833	41649
2	34582	35966	37404	38901	40068	41271	42508	43358	44226
3	36722	38191	39717	41306	42546	43823	45137	46040	46961
4	38992	40553	42175	43861	45177	46532	47928	48886	49864
5	41403	43059	44781	46573	47970	49409	50892	51910	52948
6	43964	45723	47551	49453	50937	52465	54038	55120	56222
7	46681	48550	50491	52510	54086	55710	57379	58527	59698
8	49568	51551	53613	55758	57430	59154	60927	62146	63390
9	52633	54739	56928	59205	60983	62811	64694	65989	67308
10	55889	58124	60450	62867	64752	66695	68697	70070	71472
11	59345	61719	64187	66753	68757	70819	72944	74404	75890
12	63014	65535	68157	70882	73009	75200	77456	79004	80585
13	66909	69587	72372	75265	77524	79850	82245	83891	85567
14	71047	73890	76845	79918	82316	84785	87330	89076	90858
15	75441	78459	81597	84861	87406	90028	92730	94584	96476
16	80106	83310	86643	90108	92811	95597	98465	100433	102442
17	85060	88462	92001	95681	98551	101508	104553	106644	108777
18	90320	93933	97689	101598	104646	107784	111018	113238	115503
19	95905	99742	103730	107879	111116	114450	117883	120241	122645
20	101836	105908	110145	114551	117987	121526	125173	127677	130229

## July 1, 2015

PSG	HIRERATE	STEP01	STEP02	STEP03	STEP04	STEP05	STEP06	STEP07	STEP08
1	32731	34040	35402	36819	37923	39061	40232	41037	41857
2	34755	36146	37591	39096	40268	41477	42721	43575	44447
3	36906	38382	39916	41513	42759	44042	45363	46270	47196
4	39187	40756	42386	44080	45403	46765	48168	49130	50113
5	41610	43274	45005	46806	48210	49656	51146	52170	53213
6	44184	45952	47789	49700	51192	52727	54308	55396	56503
7	46914	48793	50743	52773	54356	55989	57666	58820	59996
8	49816	51809	53881	56037	57717	59450	61232	62457	63707
9	52896	55013	57213	59501	61288	63125	65017	66319	67645
10	56168	58415	60752	63181	65076	67028	69040	70420	71829
11	59642	62028	64508	67087	69101	71173	73309	74776	76269
12	63329	65863	68498	71236	73374	75576	77843	79399	80988
13	67244	69935	72734	75641	77912	80249	82656	84310	85995
14	71402	74259	77229	80318	82728	85209	87767	89521	91312
15	75818	78851	82005	85285	87843	90478	93194	95057	96958
16	80507	83727	87076	90559	93275	96075	98957	100935	102954
17	85485	88904	92461	96159	99044	102016	105076	107177	109321
18	90772	94403	98177	102106	105169	108323	111573	113804	116081
19	96385	100241	104249	108418	111672	115022	118472	120842	123258
20	102345	106438	110696	115124	118577	122134	125799	128315	130880

## January 1, 2016

PSG	HIRERATE	STEP01	STEP02	STEP03	STEP04	STEP05	STEP06	STEP07	STEP08
1	32894	34210	35578	37002	38111	39256	40432	41241	42065
2	34928	36326	37778	39290	40469	41684	42933	43792	44668
3	37089	38573	40114	41719	42971	44261	45588	46500	47431
4	39382	40959	42597	44300	45629	46997	48407	49375	50363
5	41817	43490	45229	47039	48450	49903	51401	52429	53477
6	44404	46180	48027	49948	51446	52990	54578	55671	56784
7	47148	49036	50996	53035	54627	56267	57953	59112	60295
8	50064	52067	54149	56316	58004	59746	61536	62767	64024
9	53159	55286	57497	59797	61593	63439	65341	66649	67981
10	56448	58705	61055	63496	65400	67362	69384	70771	72187
11	59938	62336	64829	67421	69445	71527	73673	75148	76649
12	63644	66190	68839	71591	73739	75952	78231	79794	81391
13	67578	70283	73096	76018	78299	80649	83067	84730	86423
14	71757	74629	77613	80717	83139	85633	88203	89967	91767
15	76195	79244	82413	85710	88280	90928	93657	95530	97441
16	80907	84143	87509	91009	93739	96553	99450	101437	103466
17	85911	89347	92921	96638	99537	102523	105599	107710	109865
18	91223	94872	98666	102614	105692	108862	112128	114370	116658
19	96864	100739	104767	108958	112227	115595	119062	121443	123871
20	102854	106967	111246	115697	119167	122741	126425	128954	131531

July 01, 2016

PSG	HIRERATE	STEP01	STEP02	STEP03	STEP04	STEP05	STEP06	STEP07	STEP08
1	33305	34638	36023	37465	38587	39747	40937	41757	42591
2	35365	36780	38250	39781	40975	42205	43470	44339	45226
3	37553	39055	40615	42240	43508	44814	46158	47081	48024
4	39874	41471	43129	44854	46199	47584	49012	49992	50993
5	42340	44034	45794	47627	49056	50527	52044	53084	54145
6	44959	46757	48627	50572	52089	53652	55260	56367	57494
7	47737	49649	51633	53698	55310	56970	58677	59851	61049
8	50690	52718	54826	57020	58729	60493	62305	63552	64824
9	53823	55977	58216	60544	62363	64232	66158	67482	68831
10	57154	59439	61818	64290	66218	68204	70251	71656	73089
11	60687	63115	65639	68264	70313	72421	74594	76087	77607
12	64440	67017	69699	72486	74661	76901	79209	80791	82408
13	68423	71162	74010	76968	79278	81657	84105	85789	87503
14	72654	75562	78583	81726	84178	86703	89306	91092	92914
15	77147	80235	83443	86781	89384	92065	94828	96724	98659
16	81918	85195	88603	92147	94911	97760	100693	102705	104759
17	86985	90464	94083	97846	100781	103805	106919	109056	111238
18	92363	96058	99899	103897	107013	110223	113530	115800	118116
19	98075	101998	106077	110320	113630	117040	120550	122961	125419
20	104140	108304	112637	117143	120657	124275	128005	130566	133175

**SCHEDULE B: Pension Plan**

Eligible employees can participate in the University of Toronto Pension Plan or, if applicable, the University of Toronto Pension Plan for OISE/UT Employees. The University will administer the Plans in accordance with the terms and conditions of the Plans.

\*\*\*\*\*

**SCHEDULE C: Long-Term Disability Plan**

The University agrees to contribute eighty (80) percent of the billed rates of premiums for employees participating in the University of Toronto Long-Term Disability Plan for Members of the Academic and Administrative Staff in effect on January 24, 2000 in accordance with the provisions and regulations of the said plan during the term of this Agreement. Participation in the said Long-Term Disability Plan is required as a condition of employment.

\*\*\*\*\*

**SCHEDULE D: Group Life and Survivor Income Plan**

The University shall continue to contribute one hundred (100) percent of the billed rates of premiums for employees for Basic Coverage at no cost to the employee, 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 Staff in effect on January 24, 2000 during the term of this Agreement. Employees may elect to take additional coverage in accordance with the provisions and regulations governing optional coverage as specified in the Group Life and Survivor Income Plan.

\*\*\*\*\*

**SCHEDULE E: Dental Care Plan**

The University agrees to contribute eighty (80) percent of the billed rates of premiums for employees participating in the University of Toronto Dental Care Plan in effect on January 24, 2000.

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 University will not be required to make any payment in lieu of premiums to any employee who is exempt from participation in the Dental Care Plan in effect on the date of ratification.

\*\*\*\*\*

**SCHEDULE F: Extended Health Care Plan**

The University agrees to contribute seventy-five (75) percent of the billed rates of premiums for employees participating in the University of Toronto Extended Health Care Plan in effect on January 24, 2000.

\*\*\*\*\*

**SCHEDULE G: Joint Membership Plan**

The University agrees that employees are eligible for membership in the Joint Membership Plan for staff of the University of Toronto in effect on January 24, 2000 subject to the provisions established with respect to such membership.

\*\*\*\*\*



**SCHEDULE H: Vision Care Plan**

The University agrees to contribute fifty (50) percent of the billed rates of premiums for employees participating in the University of Toronto Vision Care Plan in effect on January 24, 2000.

Participation in the Vision Care Plan is a condition of employment. Only employees who have Vision Care coverage through their spouse will be exempted from participation in the Vision Care Plan. Participating members who cancel coverage will not be allowed to rejoin the plan.

\*\*\*\*\*

**CHANGE IN BENEFIT PLANS/CARRIER**

The Union agrees that the University can change the benefit plans and/or carriers for the benefits in Schedule "C" to "I" on prior notice to and discussion with the Union and provided the level of benefits coverage is not diminished.

\*\*\*\*\*

## SCHEDULE I: Severance Pay

### Severance Schedule

Continuous Years of Service at Date of Layoff  (years)	Enhanced Severance Pay  Effective Date of Layoff  (weeks)	leaving the re-deployment pool early, as follows:		
		0 - 6 months (weeks)	6-12 months (weeks)	12+ months (weeks)
0	0	0	0	0
1	0	0	0	0
2	2	0	0	0
3	4	1	1	1
4	6	3	2	2
5	10	7	6	6
6	12	9	7	7
7	14	11	8	8
8	16	13	9	9
9	18	15	12	10
10	24	17	13	11
11	26	19	14	12
12	28	21	16	13
13	30	23	18	15
14	32	25	20	17
15	35	27	22	19
16	38	29	24	21
17	42	31	26	23
18	44	33	28	25
19	48	35	30	27
20	52	37	32	29
21	52	39	34	31
22	52	41	36	33
23	52	43	38	35
24	52	45	40	37
25	52	46	42	39
26	52	47	43	41
27	52	48	44	43
28	52	49	45	45
29	52	50	47	47
30+	52	52	52	52

\*\*\*\*\*

**SCHEDULE J: Holidays**

The parties agree to the following days of observance for the stated holidays:

**December 2014 to January 2015**

Monday, December 22, 2014	Day of Closure
Tuesday, December 23, 2014	Day of Closure
Wednesday, December 24, 2014	Day before Christmas Day
Thursday, December 25, 2014	Christmas Day, Statutory Holiday
Friday, December 26, 2014	Boxing Day, Statutory Holiday
Monday, December 29, 2014	Day of Closure
Tuesday, December 30, 2014	Presidential Holiday
Wednesday, December 31, 2014	Day before New Year's
Thursday, January 1, 2015	New Year's Day, Statutory Holiday
Friday, January 2, 2015	Presidential Holiday

**December 2015 to January 2016**

Wednesday, December 23, 2015	Day of closure
Thursday, December 24, 2015	Day before Christmas Day
Friday, December 25, 2015	Christmas Day, Statutory Holiday
Monday, December 28, 2015	Day of Closure
Tuesday, December 29, 2015	Day of Closure
Wednesday, December 30, 2015	Lieu for Boxing Day
Thursday, December 31 2015	Day Before New Year's
Friday, January 1, 2016	New Year's Day, Statutory Holiday

**December 2016 to January 2017**

Wednesday, December 21	Day of Closure
Thursday, December 22	Day of Closure
Friday December 23	Day of Closure
Monday December 26	Statutory holiday
Tuesday December 27	Day before Christmas Day
Wednesday December 28	Lieu for Christmas Day
Thursday December 29	Day before New Year's Day
Friday December 30	Lieu for New Year's Day

\*\*\*\*\*

## Early Retirement Bridge Benefit outside of the Pension Plan

Available to members who retire with an Unreduced Early Retirement Pension under the 60/80 provision of the Plan

Effective for retirements on or after January 1, 2015 up to and including December 31, 2016

Member can elect, prior to retirement, to take the Bridge Benefit in the form of:

- A monthly payment on the 28<sup>th</sup> of each month from the date of Early Retirement up to and including the month prior to the member's 65<sup>th</sup> birthday; OR
- A lump sum retiring allowance at the date of early retirement, tax sheltered to the extent possible under the provisions of the Income Tax Act

Option 1: Monthly Annuity			Option 2: Lump Sum (Available at Early Retirement Date)				
Completed Years of Continuous Service	Annual Amount	Monthly Amount	1	2	3	4	5
Amount per year of continuous employment service			Complete years of payments to age 65 *				
	\$220	\$18					
16	\$3,520	\$293	\$3,451				
17	\$3,740	\$312	\$3,667	\$7,050			
18	\$3,960	\$330	\$3,882	\$7,465	\$10,771		
19	\$4,180	\$348	\$4,098	\$7,879	\$11,369	\$14,577	
20	\$4,400	\$367	\$4,314	\$8,294	\$11,967	\$15,344	\$18,441
21	\$4,620	\$385	\$4,529	\$8,709	\$12,566	\$16,112	\$19,363
22	\$4,840	\$403	\$4,745	\$9,123	\$13,164	\$16,879	\$20,285
23	\$5,060	\$422	\$4,961	\$9,538	\$13,762	\$17,646	\$21,207
24	\$5,280	\$440	\$5,176	\$9,953	\$14,361	\$18,413	\$22,129
25	\$5,500	\$458	\$5,392	\$10,368	\$14,959	\$19,180	\$23,051
26	\$5,720	\$477	\$5,608	\$10,782	\$15,558	\$19,948	\$23,973
27	\$5,940	\$495	\$5,824	\$11,197	\$16,156	\$20,715	\$24,895
28	\$6,160	\$513	\$6,039	\$11,612	\$16,754	\$21,482	\$25,817
29	\$6,380	\$532	\$6,255	\$12,026	\$17,353	\$22,249	\$26,739
30	\$6,600	\$550	\$6,471	\$12,441	\$17,951	\$23,017	\$27,661
30+	\$6,600	\$550	\$6,471	\$12,441	\$17,951	\$23,017	\$27,661

A monthly payment on the 28th of each month from date of Early Retirement up to and including the month prior to your 65th birthday.

\* Lump Sum Amount will be interpolated for partial years. A lump sum retiring allowance at the date of early retirement, tax sheltered to the extent possible under the provisions of the Income Tax Act.

The Early Retirement Bridge Benefit Outside of the Pension Plan shall not apply to any Pension Plan member receiving a voluntary retirement or exit/severance incentive under any other program.

LETTER OF AGREEMENT

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The Governing Council of the University of Toronto and the United Steelworkers hereby agree that all signed and written agreements between the Union and the University including Minutes of Settlement and Letters of Understanding executed by the parties prior to the date hereof shall be honoured in accordance with their terms.

Dated at Toronto this 9th day of September 2014

---

Angela Hildyard, University of Toronto

---

Stuart Deans, United Steelworkers

LETTER OF UNDERSTANDING: Schedule A (Salary)

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

For the purpose of clarity, the Governing Council of the University of Toronto and the United Steelworkers agree that the term "appointed" includes any change in classification by an employee, and/or any movement of an employee pursuant to Note 4 of Schedule A of the collective agreement.

Dated at Toronto this 9<sup>th</sup> day of September 2014

---

Angela Hildyard, University of Toronto

---

Stuart Deans, United Steelworkers

LETTER OF UNDERSTANDING: E-mail Addresses

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The Governing Council of the University of Toronto and the United Steelworkers agree that during the life of the collective agreement the University may require USW members to have active University of Toronto e-mail addresses that are compatible with Employee Self Serve. It is not the University's intention to rely on e-mail as the sole means of communication with the employees during the term of this collective agreement. The University recognizes that at this time not all employees either own or have access to equipment that would allow them to utilize e-mail addresses.

Dated at Toronto this 9th day of September 2014

---

Angela Hildyard, University of Toronto

---

Stuart Deans, United Steelworkers

**LETTER OF UNDERSTANDING: Participation in University Committees and other Collegial Activities**

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University has varied and numerous committees and/or collegial bodies on which members of the bargaining unit may be involved in to greater or lesser degrees.

It is understood that bargaining unit members who participate in such activities are doing so as individuals unless both the University and the Union explicitly agree that a bargaining unit member is a designated representative of the Union and recognized as such in the process.

It is further understood that University committees and other collegial bodies have no authority or ability to alter, modify or amend any part of the collective agreement.

Yours truly,

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



LETTER OF UNDERSTANDING: Union Meetings

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

Employees will be given time off (not to exceed two (2) hours), with no loss of regular straight time pay, up to three (3) times per year to attend General Membership Meetings of the Local Union.

The Union will provide to the University the dates and times for the three meetings annually by January 31 for meetings between May 1 and January 30 of the following year. The meetings will be held at either 12 noon or 3:30 pm. Noon meetings will include the employee's lunch period. Two of the three meetings will be held on the St. George campus and will be video-conferenced to the other two campuses. Employees will notify management, at least one week in advance of the meeting date, if they are attending the meeting. The University will pay for the cost of video-conferencing and campus meeting rooms.

Employees at suburban campuses will be entitled to an additional forty-five (45) minutes to travel to the meeting that is held at the Local office at Cecil Street. In the event the University is not provided with six (6) weeks notice of a change in meeting date or time, release of employees to attend such meetings shall be subject to operational and safety considerations.

Yours truly,

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

**LETTER OF UNDERSTANDING: Employment Equity**

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

To act on its commitment to employment equity under both the Federal Contractors Program and the University's Employment Equity Policy the University agrees to continue the joint Employment Equity Advisory Committee with the Union. The Committee is composed of four (4) representatives each of the Union and the University. The Committee's mandate shall be to make recommendations to the Vice President Human Resources and Equity regarding the continuing achievement of employment equity within the bargaining unit. Such recommendations may include changes to policies and/or practices or the implementation of special programs.

During the life of the collective agreement the University will also explore with USW and its other staff bargaining units the formation of a university-wide Staff Employment Equity Advisory Committee. The Committee would be responsible for making recommendations to the Vice President Human Resources and Equity regarding the continuing achievement of employment equity at the University. The Union agrees to participate should the University move forward with the establishment of such a committee. Details regarding the number of representatives from each bargaining unit and the mandate of the committee would be determined by all of the parties during the life of the collective agreement.

Yours truly,

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

LETTER OF UNDERSTANDING: Meeting Space at UTM and UTSC

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University will provide a workspace with phone and data line (usage to be paid for by the Union) at each of UTSC and UTM. Said workspace may be shared with another bargaining unit. Said space will be provided by January 1, 2009.

In addition, Union stewards will have access to book other rooms for private consultations with members as required.

Over the life of this collective agreement, the University will explore the availability of office space on the UTSC and UTM campuses such that USW Local 1998 might have its own office on each of these campuses, with due regard for confidential interactions.

Yours truly,

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

LETTER OF INTENT: Tuition Waiver for Dependants

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University agrees that dependants of employees in the bargaining unit shall be entitled to the benefits of the Tuition Waiver for Dependants Policy attached hereto.

Yours truly,

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

## INTRODUCTION

In order to assist staff members who have dependants or a spouse 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 programmes. 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 programme and have 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 natural, legally adopted, step or foster child 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 Statute 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 of twenty-five percent (25%) or more, or sessionals. 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 are maintaining enrolment in benefit programmes.

Dependants, or spouse, proceeding towards a first degree or certificate in a qualifying programme (not special students). Qualifying programmes are described under PROVISIONS (below).

## PROVISIONS

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

The academic tuition fee waiver is applicable to programmes 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.

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

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 the scholarship will apply prior to any waiver of tuition under this policy.

Questions concerning this policy should be directed to the appropriate local Human Resources Department. The value of the tuition waiver under this provision is a taxable benefit to the employee.

**LETTER OF INTENT: Educational Assistance**

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University agrees that employees in the bargaining unit shall be entitled to the benefits of the Educational Assistance Policy attached hereto.

Yours truly,

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

## 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 (3) 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:

- 1) A University of Toronto degree course, up to and including flex-time PhD Programs and part-time Doctoral studies. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee. For Master's level programmes, flex-time PhD Programs and part-time Doctoral studies the tuition waiver shall be limited to the part-time programme fee or three thousand (\$3,000) dollars per academic year, whichever is less. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or three thousand (\$3,000) dollars per year, so long as the employee has already received a tuition waiver under this policy; or
- 2) a University of Toronto course taken as part of the "academic bridging" programme; or
- 3) a University of Toronto course taken as a "special student"; or
- 4) a diploma or certificate programme offered through Woodsworth College or other University of Toronto academic divisions, for which students are registered as University of Toronto students and receive diploma at Convocation in accordance with the University Policy on Diploma and Certificate Programmes. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee.
- 5) courses offered by the School of Continuing Studies that are work or job related, up to a maximum of five hundred (\$500) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of two hundred and fifty (\$250) dollars per course, with a combined maximum six (6) courses per academic year.



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.
- 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 a part of an eligible certificate, diploma or degree programmes.

LETTER OF INTENT: OISE and Former Group "C" Vacation Entitlement

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

Notwithstanding Article 22:01:

- (i) Employees who transferred from the Ontario Institute for Studies in Education to the University of Toronto on July 1, 1996, under the terms of the integration agreement and whose vacation entitlement was red-circled at the level provided under the previous collective agreements with OISE, shall continue to have their vacation entitlement red-circled as per the earlier agreements, signed on March 27, 1997 (General Support Staff Association, CUPE local 3831), and September 23, 1997 (Professional Staff Association).
- (ii) Former Group "C" employees with less than ten (10) years' service effective the date of ratification whose vacation entitlement exceeds that set out in Article 22.01 (a list of whom is attached as Appendix B) will have their vacation entitlement red-circled at the existing level until they have ten (10) years' service, at which point vacation entitlement will be as per Article 22.01. This is a closed group of employees that will diminish to zero over time.

Yours truly,

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

**LETTER OF INTENT: Sessional Layoffs Faculty of Dentistry**

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University agrees that employees on sessional layoff in the Faculty of Dentistry may be afforded a one-month opportunity of employment if the following conditions are met: there is a need in the Faculty; the employees meet the technical demands of the position; the employees are qualified; and, the scheduling of the employees permit. If the above criteria are met, such opportunities shall be distributed on the basis of seniority.

Employees who wish to express their interest to be considered for such opportunities will submit a standardized form, created and provided by the Faculty. Employees are required to submit the completed form to their Manager between April 1st and April 30th each year in order to be considered for available opportunities. Where the Faculty determines that such opportunities may be available, a communication will be sent to all clinical staff who have submitted a form. Successful applicants will be notified as soon as practicable. It is understood that such opportunities may be changed or cancelled at the sole discretion of the Faculty and without prior notice.

Yours truly,

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

**LETTER OF INTENT: Employment of Students in Casual Positions**

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

In excluding full-time students employed in casual positions from eligibility for transition to the staff-appointed bargaining unit under Article 2 of the staff-appointed agreement, the University does not intend to and will not increase the share of students in casual positions or the share of casual employees in total employment at the University within the combined scope of the two (2) bargaining units.

The University agrees that this matter may be reviewed at the Labour Management Committee. The University further agrees to give the Union access to data, on request, to enable it to evaluate employment practices in relation to this Letter.

Yours truly,

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

LETTER OF INTENT: Trades and Utilities Health & Safety Committee

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University agrees that the Union may elect or appoint one (1) bargaining unit member and one (1) alternate to the "Trades and Utilities Health & Safety Committee," as long as those members are physically located in the trades area.

Yours truly,

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

**LETTER OF INTENT: Uniforms, Faculty of Dentistry**

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The parties agree that this letter of intent shall apply to clinical employees at the Faculty of Dentistry who are required to wear uniforms as part of their employment. Effective July 1, 2009 the Faculty of Dentistry shall reimburse clinical employees up to \$350 per academic year, upon production of original receipts to cover the cost of uniforms and shoes, that are consistent with the Faculty of Dentistry dress code and infection control policy.

Yours truly,

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

**LETTER OF INTENT: Flag Protocol & International Day of Mourning**

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University will continue its practice of allowing the lowering of all flags flown at the workplace to half mast in honour and in recognition of the Day of Mourning. The University will continue to issue communication to the University of Toronto community acknowledging the International Day of Mourning, April 28 for workers killed or injured on the job.

Yours truly,

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

**LETTER OF INTENT: Health and Safety Release Time**

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University agrees to provide four (4) hours per year of paid release time for all Union elected or appointed JHSC members to attend a joint-sponsored meeting to discuss issues of mutual concern related to health and safety.

Yours truly,

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



**LETTER OF INTENT: Public Transit Subsidy**

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University will continue to administer volume discounts on TTC passes as long as the TTC continues to provide the University of Toronto with volume discounts in the purchase of transit passes for the employees in the bargaining unit. The University and the Union agree to jointly approach the Mississauga Transit and Go Transit to discuss volume discounts in the purchase of transit passes for employees in the Bargaining Unit.

Yours truly,

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

## LETTER OF INTENT: Self-Funded Leave Plan

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

### Purpose

Eligible staff members may apply for a leave of absence of a minimum of three (3) consecutive months to a maximum of twelve (12) consecutive months, providing that such use does not contravene *Income Tax Act* Regulations.

### Eligibility

Any full- or part-time employee with at least three (3) years of staff-appointed service at the University is eligible to apply for a self-funded leave. No employee may take a leave in the twelve months prior to his/her retirement. The employee must return to regular employment for a period that is not less than the leave of absence.

### Application

Eligible staff members who wish to take a self-funded leave shall apply in writing to their Department Head with a copy to the appropriate local Human Resources Office at least six (6) months prior to the proposed commencement date of the salary deferral. The Department Head shall make his/her decision based on the operational requirements of the work unit.

### Terms and Conditions

The percentage of salary deferred depends on the income required during the period of salary deferral and the income required during the leave. The maximum time a salary can be deferred is four (4) years, the minimum is one (1) year. The maximum amount of salary that an employee can defer in a taxation year is one third (33.3%) of annual salary and the amount of salary deferred must be equally distributed across the deferral years.

During the deferral year, the actual salary paid will be treated as employment income for the purpose of the *Income Tax Act*. All payments are subject to legislated deductions.

The leave must commence at the conclusion of the deferral period.

### Payment of the Deferred Salary

The deferred salary will be paid in equal instalments on the regular pay dates for the duration of the leave.

### Return from Leave

The University will hold the employee's position for the duration of the leave or if the position no longer exists, layoff provisions of the collective agreement shall apply. Seniority will continue to accrue during the employee's leave. During the leave, vacation will not accumulate and the employee will not be eligible for paid sick leave. In determining the salary level applicable following the employee's return, the period of leave shall not qualify for salary grid movement.

**Benefits Continuation**

Staff members interested in a self-funded leave should contact their local Human Resources Office for information on benefits continuation. Staff members may opt out of the benefits programme during the leave period.

**Withdrawal**

Withdrawal from the plan or postponement of the leave for reasons other than termination of employment, death, or disability requires the approval of the Vice-President—Human Resources & Equity in writing prior to the scheduled leave whether the withdrawal or postponement is initiated by the University or the individual. Upon withdrawal, the deferred salary will become payable in a lump sum and treated as such for tax, CPP and EI purposes.

This Plan is subject to Canada Revenue Agency approval.

Yours truly,

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

LETTER OF INTENT: Campus Mail - Communications

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University agrees to provide the Union with a campus mail address and access to and use of the campus mail system to send and receive communications with bargaining unit members.

Yours truly,

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

**LETTER OF INTENT: Use of Temporary Office Staffing Agencies**

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

Where the University intends to utilize the services of a temporary office staffing agency, the University's in-house staffing service "UTemp" will be contacted first and will be utilized to provide the temporary staff. External agencies will be used only in situations where UTemp is not able to provide the required staff within the required time frame.

Yours truly,

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

**LETTER OF INTENT: re: Biometrics**

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University agrees that before introducing the use of biometrics for any bargaining unit members, the University will meet with the Union and discuss the rationale. This does not preclude the Union from filing a grievance.

Yours truly,

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

LETTER OF INTENT: Career Development

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University and the Union are committed to supporting the career development of the employees in this bargaining unit. In this regard, the parties agree to form a working group to discuss ways to further increase the success rate of internal applicants in job competitions. The parties agree that the working group will meet on a quarterly basis, beginning no later than three (3) months following the date of ratification of this collective agreement. The working group will be provided with the relevant statistics semi-annually.

Yours truly,

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

**LETTER OF INTENT: Complaints based upon alleged breach of Civility Guidelines, and/or Guidelines on Discrimination and Discriminatory Harassment**

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University wishes to maintain a collegial work environment in which all employees behave in a civil manner and treat each other with respect and civility regardless of position or status in the organization. In view of the goals of the Guidelines, both parties are committed to informal resolution wherever practicable that involves consultation with relevant individuals including (where there is a USW/USW complaint) with the Union as set out below.

**USW/USW Investigations - Civility Guidelines Only**

In situations of a formal complaint that in the University's view requires investigation under the Civility Guidelines and where both the Complainant and the Respondent are USW members, and where no members of any other employee group is either a Complainant or a Respondent (a USW/USW investigation), the investigation will be jointly conducted by the Union and the University to the extent set out below:

- As soon as reasonably practicable upon receiving a formal written complaint identifying conduct alleged to constitute a breach of the Civility Guidelines, the University will develop the mandate for an investigation and provide it to the Union.
- The Union\* and the University will each appoint an investigator as soon as they receive the mandate, and notify each other of the name of the investigator.
- The Union and University investigators will meet as soon as practicable after being given the mandate and will agree on an investigation process. If there is no agreement, the University process shall be followed with due regard for USW input.
- The Union and University investigators will jointly meet with and interview the Complainant, the Respondent, and any witnesses who are USW members.
- Either party may assign one other individual to attend interviews with its investigator, which in the case of the Union may be another Union representative if representation is requested by the employee.
- The University investigator will meet with and interview non-USW member witnesses, and will provide the Union investigator with a summary of the material evidence provided by the non-USW member witnesses.
- The Union and University investigators will meet when the investigation is complete and attempt to reach a joint conclusion on the allegations.
- If the mandate for the investigation included the production of a written report, the University investigator will write the report which will be reviewed by the Union investigator. Where the investigators are not in agreement on the content of the report, the Union investigator may provide a supplementary report.

If, during the course of the investigation, the University and/or Union investigators discover related or unrelated allegations that are not against a USW member, the University investigator will advise the University of the allegations without delay. The University and Union investigators will continue the USW/USW investigation in accordance with the existing mandate. The other allegations will be investigated as appropriate by the University. In some cases the Union and the University may agree



that the USW/USW investigation should end and those allegations become part of a broader investigation by the University.

\*The Union will be responsible for training its investigators; a representative of the University will be entitled to meet with investigators chosen by the Union as part of the Union investigators' training.

## **Civility Guidelines, Guidelines on Discrimination and Discriminatory Harassment**

### **Investigators**

The University will create a list of investigators from among Professional/Managerial employees and Academic Administrators at the University and will provide those investigators with an initial training program in conducting investigations including requirements for procedural fairness. The Union will be provided with up to one hour during the initial investigator training program to meet with investigators, including presenting any training material developed by the Union, and will be provided with an opportunity thereafter to meet with and present to any newly appointed investigator. The University reserves the right to have a management representative present at such meetings.

The University will provide the Union with the list of trained investigators. The University reserves the right to amend the list from time to time and will advise the Union when changes to the list are made and will provide training as appropriate to newly appointed investigators. The University retains the right to determine when an investigator from this list will be appointed to conduct an investigation and which investigator will be appointed.

Further, the University reserves the right to engage an external investigator to conduct any investigation, including USW/USW investigations, notwithstanding the process set out above. In determining whether to engage an external investigator, as well as in selecting the external investigator, the University will give due consideration to input provided by the Union, if any. For clarity, the final decisions in respect of engaging and selecting an external investigator rest with the University. The Union will be informed and provided with an opportunity to meet with the external investigator prior to the commencement of the investigation. The University reserves the right to have a management representative present at this meeting.

### **Pre-Investigation Meeting**

In non-USW/USW investigations, one representative of the Union will be given an opportunity to meet with the investigator at the beginning of an investigation into allegations by and/or against a member of the USW bargaining unit in order for the investigator to advise the Union of the process he/she intends to follow, and in order for the Union to provide input into the process, including who the Union believes should be interviewed. Unless there is a reasonable explanation for not doing so, the investigator will interview witnesses identified by the Union as likely to be able to provide material evidence. The University reserves the right to have a management representative present at this meeting. The investigator will have final authority to determine the process he/she will follow in the investigation and will inform the parties accordingly.

### **Investigation Outcome**

At the conclusion of an investigation into a complaint by and/or against a member of the USW bargaining unit, any Complainant and any Respondent who are members of the USW bargaining unit will be advised of the following: what allegations were investigated; what allegations (if any) were not investigated and the reason(s) why; names of witnesses interviewed during the investigation (unless there are specific reasons not to name one or more witnesses in a particular case); a summary of the evidence on each allegation; the investigator's finding on each allegation; and the basis of the finding.

In non-USW/USW investigations, one representative of the Union will be given an opportunity to meet with the investigator at the conclusion of the investigation in order to discuss the outcome of the investigation. The University reserves the right to have a management representative present at this meeting. The parties will endeavour to meet before the outcome is provided to the Complainant and

Respondent; however, the University reserves the right to convey the outcome to the Complainant and the Respondent before meeting with the Union.

The University in all cases reserves the sole right to determine what measures will be put in place following an investigation, including but not limited to the appropriate penalty for any misconduct that is found during an investigation.

NOTE: This Letter of Intent is not applicable to allegations or complaints of Sexual Harassment under the collective agreement or the University's Sexual Harassment Policy.

Yours truly,

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

**LETTER OF INTENT: A REAL VOICE ON PENSIONS**

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

In view of the purpose and intent of the Pension Committee, the University remains committed to ensuring that all employee groups, including those represented by the USW, have a real voice in the work of the Committee.

Yours truly,

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

LETTER OF INTENT: MULTI-SITE JOINT HEALTH AND SAFETY COMMITTEE STRUCTURE

September 9, 2014

Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

During the current collective bargaining negotiations, the parties continued their discussions regarding the necessity for, and benefits of, a multi-site Joint Health and Safety Committee (JHSC) structure at the University, given the multitude and geographic dispersion of buildings/workplaces at the University.

The parties recognize that such a structure would help ensure compliance with legislative requirements in respect of workplace inspections, JHSC meetings and other related activities in a more efficient and effective manner, while at the same time helping to foster a healthy and safe work environment across the University.

In the six (6) months immediately following the date of ratification of this collective agreement, the parties will continue discussions intended to result in a multi-site JHSC structure and implementation plan that the parties agree will be presented to the Ministry of Labour for approval. It is understood and agreed that in view of the fact that the University's health and safety obligations apply to all University employees including those represented by other bargaining agents, such discussions may include representatives from other unions/bargaining units at the University, whose agreement will also be sought before the multi-site JHSC structure and implementation plan is presented to the Ministry of Labour for approval.

In the event that the parties' discussions have not resulted in the Union's approval of a multi-site JHSC structure and implementation plan, the parties agree to mediation by William Kaplan or Mary Ellen Cummings, subject to availability.

Yours truly,

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

**LETTER OF INTENT: WORKERS' HEALTH AND SAFETY CENTRE**

September 9, 2014

Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The parties agree that the Central Health and Safety Committee, as provided for under Article 20:02, will meet for the purpose of making recommendations to the Vice-President, Human Resources and Equity, in respect of establishing a workers' health and safety centre intended to provide workers with access to relevant health and safety legislation and information within six (6) months of ratification of this renewal collective agreement.

Yours truly,

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

LETTER OF INTENT: NON-CONFORMING HOURS OF WORK

September 9, 2014

Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

As discussed during these collective bargaining negotiations, work schedules in certain functional areas and/or Departments may vary depending on the time of year. Accordingly, the parties agree to meet within six (6) months of the date of ratification of this collective agreement to discuss the establishment of pilot arrangements in respect of averaging employees' weekly hours of work over the course of an academic term or other applicable time period based on the prevailing circumstances. It is further agreed that either party may terminate any pilot arrangements established in accordance with this letter upon one month's written notice to the other party.

Yours truly,

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

## LETTER OF INTENT: INTERNSHIP PILOT PROJECT

September 9, 2014

Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University has an interest in providing opportunities to recent graduates to develop practical skills that build on their studies and improve their employability. To that end, within six (6) months of the date of ratification of this renewal collective agreement, the parties agree to meet for the purpose of discussing implementation of trial internship pilot projects. Each pilot project will be implemented in one (1) year increments and may be terminated by either party upon one (1) month's written notice to the other party. During the term of this collective agreement, a maximum of twenty (20) internship positions per year will be created throughout the University on the following basis:

Internship employees are recent graduates (i.e. those who have graduated within the last two (2) years), including graduates who are scheduled for convocation, from any post-secondary institution who are hired for a term of at least six (6) months but no more than twelve (12) months for the purpose of practical training and experience. These employees are not covered by Article 12:04 - Posting, and internship positions are exempt from the posting provisions. The provisions of Articles 12:05 to 12:10 inclusive do not apply to internship employees. Internship positions are not eligible for conversion to continuing status. An individual shall be eligible for only one (1) internship position.

Employees in internship positions will be paid no less than the Hiring Rate on the salary grid for Pay Band one (1) or, where the employee is assigned by the University to perform a significant portion of duties that are substantially similar to a staff appointed position, the Hiring Rate on the salary grid for that position.

In excluding internship positions from eligibility for transition to continuing status under Article 2 of this collective agreement, the University does not intend to and will not offset positions that would normally be categorized as continuing, sessional, or term positions in the bargaining unit.

The University agrees to give the Union access to data, on request, to enable it to evaluate the pilot project. The University further agrees to provide to the Union, in writing, the details in respect of each newly created internship position, including but not limited to the name, home address and telephone number of each intern hired.

Yours truly,

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

**Appendix A: Excluded Positions**

The list of positions forms part of the collective agreement and shall be posted on the University of Toronto Human Resources and Equity website.

\*\*\*\*\*

**Appendix B: Employees from Former Group "C" with Fewer Than Ten Years' Service**

<u>Surname</u>	<u>Initials</u>	<u>Job Title</u>	<u>Department Name</u>
AUGUSTIN	D	Appl Prog/Analyst 4	Student Information System
BASSANI	J	Appl Prog/Analyst 4	Student Information System
LAI	N	Appl Prog/Analyst 4	Student Information System
VAN HUYSTEEN	L S	Appl Prog/Analyst 4	Student Information System

\*\*\*\*\*



## Appendix C: Staff-Appointed Employee Child-Care Benefit Plan

1. Members with a dependant eligible child under the age of seven will be eligible for reimbursement of child-care expenses as follows:
  - a. The maximum half-day reimbursement will be \$10.00 per day. A half-day is defined as a minimum of four (4) hours to a maximum of six (6) hours of care, or where the parent is being charged a half-day rate by the child care provider.
  - b. The maximum full-day reimbursement will be \$20.00 per day. A full-day rate is defined as six (6) or more hours of care, or where the parent is being charged a full-day rate.
  - c. Reimbursement is limited to fifty percent (50%) of the lesser of (i) the amount actually paid; and (ii) the usual and customary amount charged by the service provider for the same child care services. Between January 1 and February 1 2010, and between January 1 and February 1 of subsequent calendar years, Members must provide to the University, in a single package, detailed receipts substantiating the child care expenses in respect of which reimbursement is sought for the previous calendar year along with proof of payment (e.g., credit card receipt, front and back of cancelled cheque, or a validated receipt). Reimbursement in respect of a calendar year shall be made in one lump sum cash payment, less applicable withholdings, if any.
  - d. Reimbursement will be made only for child care expenses (as defined in the ITA) incurred by the Member. The University make no representations as to whether a deduction from income is available under the ITA in respect of any amounts paid or payable under this plan.
  - e. If both parents are eligible for reimbursement under this plan, only one shall be entitled to claim reimbursement under this plan in a calendar year.
  - f. The plan maximum of \$2,000 per child will be provided annually, based on a calendar year. The amount will be prorated for less than full-time equivalent employment. A Member who has been appointed for less than the full calendar year shall be entitled to a pro rata amount for that year. There are no carryover provisions if the full \$2,000 is not used in any given year. Effective January 1, 2015, the \$2,000 maximum per child will be increased or decreased each year in accordance with 1. (h) below.
  - g. The terms "child care expense" and "eligible child" in this plan shall have the meanings given to them in subsection 63(3) of the ITA. The term "child" shall have the extended meaning given to that term in subsection 252(1) of the ITA such that, where used in this plan, the term "child" shall include a natural, step, common-law or adopted child or ward under the age of seven.
  - h. Payments to be made by the University under this plan shall be paid solely out of the general operating monies of the University. The University shall not be required to contribute or set aside any amounts to a separate fund or account to satisfy its obligations under this plan, or otherwise secure its obligations under this plan. The value of the annual eligible claims under this plan shall not exceed \$1,000,000. If, in a given year, the value of the eligible claims under this plan is greater than \$1,000,000, all claims will be reimbursed on a pro-rated basis. If, in a given year, the total value of the eligible claims under this plan is less than \$1,000,000, the maximum amount available per child (\$2,000) will be proportionately increased to spend the entire \$1,000,000 pool.

**NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.**

**Appendix X: School of Continuing Studies - English Language Program**

**COLLECTIVE AGREEMENT**

For the "School of Continuing Studies - English Language Program" Bargaining Unit

- BETWEEN -

**The Governing Council of the University of Toronto**

- AND -

**THE UNITED STEELWORKERS**

Term of Agreement: July 1, 2014 to June 30, 2017

**COLLECTIVE AGREEMENT ENTERED INTO** at the City of Toronto, in the Province of Ontario, as of September 9, 2014.

**All of the provisions of the collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program except for the following articles:**

Article 12:13 Layoff

Article 17: Standby and Call-In Pay

Article 22:08 (Vacation - Sessional Employees)

Article 31: Uniforms

Letter of Agreement

Letter of Understanding: Meeting Space at UTM and UTSC

Letter of Intent: OISE and Former Group "C" Vacation Entitlement

Letter of Intent: Sessional Layoffs, Faculty of Dentistry

Letter of Intent: Employment of Students in Casual Positions

Letter of Intent: Trades and Utilities Health & Safety Committee

Letter of Intent: Uniforms, Faculty of Dentistry

Letter of Intent: Use of Temporary Office Staffing Agencies

Letter of Intent: Career Development

Appendix B: Employees From Former Group "C" With Fewer Than Ten Years' Service

**The following articles of the collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program as amended:**

**ARTICLE 2: RECOGNITION AND SCOPE**

2:01 The University recognizes the Union as the sole and exclusive bargaining agent for all employees of the University save and except the following:

- (1) Persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations, attached as Appendix A hereto.
- (2) A. Academic staff including but not limited to:
  - (i) members of faculty at all professorial ranks;

NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.

- (ii) academic administrators as defined on the date of application for certification in the 1995 "Policies for Academic Staff and Librarians" under the Policy on Appointment of Academic Administrators at code number 3.01.01;
  - (iii) librarians;
  - (iv) status only appointments;
  - (v) visiting academic appointments;
  - (vi) senior tutors;
  - (vii) tutors;
  - (viii) lecturers;
  - (ix) special lecturers;
  - (x) instructors, save and except full time staff appointed ESL instructors employed at the School of Continuing Studies English Language Program who are represented by the Union by virtue of the certificate issued by the Ontario Labour Relations Board on October 2, 2008;
  - (xi) scholars and fellows;
  - (xii) sessional appointments;
  - (xiii) persons hired to teach on stipend;
  - (xiv) clinicians.
- B. Research Associates.
  - C. Athletic instructors and coaches.
- (3) Engineers, doctors, dentists, architects or lawyers entitled to practise in Ontario and who are employed in a professional capacity.
  - (4) Persons who are non staff-appointed.
  - (5) Persons for whom any other trade union held bargaining rights under the *Labour Relations Act* as of May 29, 1998.

Conversion (replacing Articles 2:02 and 2:03)

- (a) Notwithstanding the provisions of 2:01(4), the following type of non-staff appointed employees covered by the USW Local 1998 Casual collective agreement Appendix for ESL Instructors within the English Language Program, School of Continuing Studies will, if they satisfy the criteria set out in (1) below, be deemed to be non-probationary staff appointed employees covered by the applicable terms and conditions of this Appendix. The parties agree that only employees meeting the criteria set out in (1) below will convert; positions will not convert. The parties agree that ESL Instructors within the English Language Program, School of Continuing Studies, are a closed group to which no other non-staff appointed employees could be added, other than by the express written agreement of the parties to amend this Article, and the parties do not intend that an arbitrator has the jurisdiction to expand the type of employees beyond that specifically set out below:
  - (1) Persons who have worked as an ESL Instructor carrying a full course work load in the full-time program within the English Language Program, School of Continuing Studies under the Appendix X provisions of the USW Local 1998 Casual collective agreement, and who have completed one hundred thirty-two (132) weeks of work within a five (5) year period will, at that time, become covered by the terms and conditions of this Appendix. Work to be included in the counting of one hundred thirty-two (132) weeks will not include work performed at less than a full course load.

**NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.**

- (2) Seniority for a non-staff appointed employee converted to staff-appointed status as under paragraph (1) above will be calculated based on the date the employee commenced casual employment qualifying under paragraph (1) above (i.e. one hundred thirty-two (132) weeks prior to conversion).
- (3) Subject to paragraphs (1) and (2) above there is one (1) type of staff appointed employee covered by this Appendix:
  - (a) Continuing employees have no predetermined end date and hold positions that are considered by the employing unit as part of the staff complement of the unit.
  - (b) For casuals who have been employed for at least thirteen (13) weeks and who take pregnancy, primary caregiver, adoption and/or parental leaves, the leave time will not count towards their five (5) year period. At the end of their leave, the five (5) year clock will resume.

### **ARTICLE 3: RELATIONSHIP**

#### Information - New Hires

- 3:08 On the date of hire, the University shall advise each new employee of the name of his/her Union Steward and the Local Union President/Chairperson and their phone number and campus mail address. New members shall be allowed to meet with the Union for two and one half (2 ½) regular working hours with no loss of pay, during non-contact hours. This two and one half (2 ½) hours referred to will also include travel time, if any, involved in attending such meeting. These meetings shall be arranged in the following manner:
- (1) The Union shall provide the University with a schedule of monthly meetings.
  - (2) The University shall notify any new employee of the dates of the next scheduled meetings.
  - (3) If requested by the new employee, the University shall allow him/her to attend the meeting within the first two (2) months from the date of employment.
- 3:10 The University shall, on a monthly basis, provide the Union with a list of all new hires, along with their job classification, rate of pay, status (full/part-time) and campus mail address.
- 3:11 The employer shall prepare and conduct an orientation training program for all new staff-appointed ESL Instructors. Attendance at such training sessions shall be mandatory, and shall be deemed to be time worked.

### **ARTICLE 7: UNION REPRESENTATION**

- 7:01 The University acknowledges the right of the Union to appoint or otherwise select up to one (1) Union Steward, from among employees who have completed their probationary period, for each seventy-five (75) employees, with a minimum of two (2) per campus, for the purpose of representing employees in the handling of grievances.
- 7:02 The University agrees to recognize one (1) Chief Steward, appointed or otherwise selected by the Union, to represent employees in the handling of grievances in the following sectors:

Arts & Science  
 Faculty of Medicine  
 Central Administration HR Services (CAHRS)

**NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.**

OISE  
 Faculty of Dentistry  
 University of Toronto Libraries  
 University of Toronto Mississauga  
 University Operations  
 University of Toronto Scarborough  
 Information Technologies  
 Rotman School of Management  
 English Language Program at the School of Continuing Studies  
 Faculty of Kinesiology and Physical Education  
 Faculty of Applied Science and Engineering  
 Professional Faculties

The parties will, by agreement, assign any area of the University not currently covered by the sectors listed above to one of the sectors listed above.

The parties agree that the sectors set out above are solely for the purpose of this clause and have no other meaning under the collective agreement.

The parties agree that, in addition to a Unit Chairperson/Chief Steward, two (2) Stewards will be appointed from the bargaining unit members in the English Language Program at the School of Continuing Studies and these three (3) employees will address issues for both the USW staff appointed and casual collective agreements in the English Language Program at the School of Continuing Studies.

- 7:03 The Union shall notify the University, in writing, of the names of the Union Stewards and Chief Stewards and the areas they are representing and will promptly notify the University, in writing, of any changes thereto.
- 7:04 The University agrees to recognize and deal with a Union Grievance Committee made up of a Grievance Committee Chairperson, the Chief Steward and a Steward for a committee of three (3), which would be comprised of two (2) of these three (3) positions.
- 7:05 Union Stewards and Chief Stewards have regular duties to perform on behalf of the University; therefore, they will not leave their duties for the purpose of handling grievances without obtaining the permission of his/her supervisor. Such permission shall not be unreasonably withheld. These duties will be conducted during non-contact hours.
- 7:06 The University agrees that Chairpersons, Stewards and members of the Grievance Committee shall not suffer any loss of regular straight-time pay for time necessarily spent in the handling of grievances. For clarification, performing Union duties during non-contact hours does not trigger overtime.

## **ARTICLE 12: STAFFING RELATED ISSUES**

### **Probationary Period**

- 12:03 An employee shall have no seniority and shall be considered as a probationary employee until he/she has completed thirty-six (36) weeks of active employment (i.e., days actually at work at the University in a staff-appointed position). For clarity, active employment does not include the University closure in December and January or any other closures at the School of Continuing Studies, unless the employee is required to work during that period. During the probationary period an employee may be terminated at any time for a lesser standard than "just cause". The parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge or substitute or provide any other remedy in the case of the discharge of a

**NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.**

probationary employee, unless the discharge was discriminatory, arbitrary or made in bad faith.

In the event the University decides to post a full-time staff appointed ESL instructor position under article 12:04, and a casual ESL instructor at SCS applies and is the successful candidate for the position, where the successful candidate has been employed as a casual ESL instructor at SCS for thirty-six (36) or more consecutive weeks, the probationary period will be reduced to twelve (12) weeks.

During the probationary period, an employee shall be informed in writing of his/her progress at the end of each term in which he/she was employed. A copy of the written feedback shall be given to the employee.

#### Organizational Change

##### 12:05 & 12:07

The provisions of reorganization apply when the School of Continuing Studies decides to restructure the ELP. In such cases, employees will receive six (6) weeks' notice of organizational change, plus twelve (12) weeks' notice of layoff.

Notwithstanding the above, where, due to enrolment levels and/or market conditions employees need to be given notice of layoff, reorganization does not apply, and affected employees will receive a minimum of four (4) weeks' notice of layoff.

12:15 Where one (1) or more employee(s) is facing reorganization and/or layoff, the employee(s) with the least seniority will be laid off. Where the employee facing reorganization and/or layoff is the only employee qualified to teach a course or courses, and the layoff would prevent the course(s) from being offered, the employee with the next lowest seniority will be laid off.

#### **ARTICLE 13: LEAVES OF ABSENCE**

13:01 Unless explicitly stated otherwise, in this Article "year" shall mean a July to June year.

Pensionable service and benefits will continue during all paid leaves of absence and seniority will continue during all leaves of absence granted under the provisions of this agreement.

The parties agree that leaves should be scheduled so as not to disrupt contact hours.

#### Leave of Absence Without Pay

##### 13:02

(a) The University may grant a leave of absence without pay and without loss of seniority for up to one (1) year if an employee requests it at least four (4) weeks in advance, in writing, and if the leave is for good reason and does not unduly interfere with operations. Such a leave of absence may be extended for up to six (6) additional calendar months if there is a good reason for the extension and the University and the Union agree. Any request for an extension of a leave must be made, in writing, prior to the expiration of the initial leave.

Leaves of absence requested under this article will coincide with the beginning and end of teaching schedules.

(b) The President of the Union will be notified of all leaves granted under this Article.

**NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.**

#### Union Convention or Conference Leave

13:04 Employees who are elected or appointed by the Union to attend Union conventions or conferences shall be granted a leave of absence without pay by the University provided the leave will not unduly interfere with operations. The Union will provide as much notice as possible for the leave, but in no event shall less than fourteen (14) calendar days' written notice of the names of employees in respect of whom leave is being requested be given. The written notice shall be sent to the Director of Human Resources or designate who shall notify the appropriate supervisors. Such leaves shall not exceed ten (10) days per year in total per elected or appointed employee to attend such conferences or conventions.

Employees on such leave of absence will continue to be paid by the University, but the Union shall reimburse the University for wages upon receipt of a statement of the amount owing.

Leaves of absence requested under this article will coincide with the beginning and end of teaching schedules. It is understood there may be situations where this leave will occur in the middle of a teaching course.

#### Union Leave

13:05 Provided the leave will not unduly interfere with operations, the University will grant a leave of absence without pay for up to one (1) year for an employee to assume an official position with the International Union or within the Local 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 seven (7) employees from the bargaining unit at any time. For leaves to assume an official position within the Local Union, the University will grant year to year extensions with at least two (2) months written notice prior to the end of the year.

Employees on such leave of absence will continue to be paid by the University, but the Union shall reimburse the University for such wages and benefit payments 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. Any training deemed required by the University to fulfil the duties of the position on such return will be provided by the University. If the position is eliminated during the leave the employee will be subject to, and eligible for the provisions of, Articles 12:05 to 12:10.

Leaves of absence requested under this article will coincide with the beginning and end of teaching schedules.

#### Personal Leave

Such leaves shall not be used to extend vacation or long weekends.

13:12 An employee may request in advance up to three (3) days or up to six (6) half-days of paid personal leave in any year. Such requests shall not be unreasonably denied. Wherever possible, staff members shall make their need for personal leave known to their supervisor at least five (5) days in advance. Reasons for personal 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 observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave, writing examinations, volunteer activities, and attending to emergency situations.

**NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.**

Effective June 30, 2017 the number of paid personal leave days shall be reinstated to up to four (4) days per year.

- 13:13 In arranging these leaves, both the best interests of the University as well as the interests 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.

It is understood that employees will make every reasonable effort to schedule these leaves outside of contact hours wherever possible.

#### Health Care Appointments

- 13:13 Where an employee cannot schedule a health care appointment outside of the employee's regular working hours, the employee will give as much advance notice as possible, and will be given time off with pay necessary to attend the appointment. In such cases, the employee will attempt to schedule the appointment so as to minimize disruption to the employee's work day.

For clarification it is understood that employees will make every reasonable effort to schedule these appointments outside of contact hours wherever possible.

#### ARTICLE 15: UNION REPRESENTATIVE

- 15:01 If an authorized representative of the Union wants to speak to a member of the bargaining unit about a grievance or other official business, he/she shall advise the Supervisor, or his/her designated representative, who shall then call the member to an appropriate place where they may confer privately. Neither the Union representative nor the employee shall meet during contact hours.

#### ARTICLE 21: HOLIDAYS

- 21:04 Any authorized work performed by an employee on any of the above-named holidays shall be paid at the rate of time and one-half (1 ½) in addition to holiday pay.

Employees electing to perform non-contact hour work and/or unauthorized work on any of the above-named holidays will not be remunerated nor will lieu time be provided.

#### ARTICLE 22: VACATION WITH PAY

- 22:01 Employees earn vacation time with pay (vacation credits) on the following basis:

<u>Accrual Period</u> (months)	<u>Monthly Accrual Rate</u> (monthly)
First 60 months	1.25 days per month
61 to 72 months	1.33 days per month
73 to 84 months	1.417 days per month
85 to 96 months	1.5 days per month
97 to 108 months	1.583 days per month
109 to 132 months	1.667 days per month
133 to 156 months	1.75 days per month
157 to 168 months	1.833 days per month
169 or more months	2.083 days per month



**NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.**

Grandparented employees (see Letter of Intent: Vacation Entitlement for Grandparented ESL Instructors at SCS) shall not accrue vacation at the rates above, and shall receive six (6) weeks' vacation per year.

Vacation entitlement shall not be rounded up or down. Employees shall be entitled to take vacation credits earned to the nearest half (1/2) day. Vacation credits of less than half (1/2) a day shall be carried forward and shall continue to accrue.

For clarity, an employee who commenced work on April 30, 1994, and who had no outstanding vacation credits as of May 1, 1999, will accumulate eleven (11) days of paid vacation credits as of December 31, 1999 (sixty-eight (68) months' service, monthly accrual rate of 1.33 days per month). The period from May 1, 1999 to December 31, 1999 is eight (8) months, therefore vacation credit calculation is  $8 \times 1.33 = 10.64$  days. The employee is entitled to take vacation to a maximum of 10.5 days as they are earned during this eight (8) month period. The remaining entitlement (0.14 day) shall be carried forward.

22:04 Employees take vacation with pay in three (3) or six (6) week blocks using vacation credits earned. Employees cannot take vacation which exceeds the employees' vacation credits earned to the date of the commencement of the vacation.

Employees teaching in English PLUS may request vacation in a four (4) week block and may carry forward any outstanding vacation not taken to be used in the same or following vacation year, up to a maximum of ten (10) days, in accordance with the provisions of Article 22:05. Such requests will be given due consideration in accordance with Article 22:03 of the Collective Agreement.

22:05 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. Any extra days accumulated over and above a three (3) week block will carry forward until the employee has accumulated another three (3) week block of vacation time. Notwithstanding the above, any additional days which exceed the three (3) week block may be taken at a time mutually agreed upon between the individual and the employer, taking into account operational and service effectiveness. Where such agreement cannot be reached, the additional vacation days will be paid out to the employee.

## **ARTICLE 24: HOURS OF WORK AND OVERTIME**

### **Part-Time Status for Family Care**

24:11 Full-time employees who have continuous responsibilities for the care of their family may submit a request to their supervisor for a change to part-time status for a defined period, in order to devote more time to their family care responsibilities. In the event the request is granted, the percentage of time to be worked, and the duration of the part-time appointment, must be mutually agreed to between the employee and the department or division head, to whom the request should be addressed. Employees requesting a change in status on this basis should make their request as far in advance as possible but, in any event, no less than one month prior to the commencement of the requested change in status. Salary and benefits will be appropriately pro-rated according to the percentage time worked.

It is understood that employees approved for a reduction to part-time status under this article, will continue to be covered by the terms and conditions of this collective agreement for as long as the arrangement remains in effect. Where possible, the beginning and end of such leaves will coincide with the start and end of a session.

**NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.**

#### **ARTICLE 25: GENERAL**

25:03 The parties agree to finalize the renewal Collective Agreement within six (6) months of the date of its ratification. Printing and distribution of this Appendix will be the University's responsibility. The Employer will also supply the Union with twenty-five (25) copies of the Appendix. In the interest of environmental conservation, the collective agreement will be posted on the University's Human Resources and Equity website and the USW Local 1998 website and the link to said website will be provided to all employees in the bargaining unit. Upon request, printed copies of the Appendix shall be made available to employees at the divisional Human Resources Offices.

#### **ARTICLE 32: PERSONNEL FILE**

32:01 An employee may review his or her personnel file, provided that two (2) working days prior notice is given to the ELP office of the School of Continuing Studies. The employee is entitled to be accompanied by a union representative for up to half (½) an hour to review the personnel file during non-contact hours.

The employee or the Union may inquire as to the presence of any document in their personnel file and request that said document be removed. If the University and the Union agree that the document is not relevant, the University shall confirm in writing that the document has been removed.

#### **ARTICLE 33: PROFESSIONAL DEVELOPMENT**

33:01 The University recognizes the important role that administrative staff have in contributing to the achievement of the University's teaching, learning and research mission. Therefore, the University is committed to creating an environment that facilitates and enhances the skills training and career development of administrative staff and fosters promotional opportunities.

To further this objective the University offers both internal staff development opportunities and an educational assistance programme.

Staff development activities should take place within the framework of a jointly agreed upon career development plan between the employee and his or her supervisor. The University will grant, upon request by the employee a minimum of three (3) days professional development per year related to the employee's position or as part of an agreed upon career development plan. Requests for access to professional development will be granted subject to operational requirements of the unit, cost and the availability of Organizational Development and Learning Centre programmes. Such requests shall not be unreasonably withheld.

Wherever possible requests for access to professional development shall be such that professional development can be scheduled during non-contact hours.

#### **ARTICLE 35: OFFICE FACILITIES**

35:01 The School of Continuing Studies shall ensure that insofar as possible, consistent with the physical facilities available to the School, employees shall continue to have access to computers (including Internet access), and a telephone, where such access is required for the performance of assigned duties. The employer shall ensure that employees have appropriate storage space for the storage of course materials.

Employees shall continue to have the right to use photocopy equipment as required for the performance of their assigned duties.

**NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.**

Each employee shall have access to an individual mailbox. The Employer agrees to allow each individual to maintain either a mailbox or a file folder for mail, depending upon the physical facilities available, for the duration of their appointment.

The Employer will provide employees with such books and the use of such materials as are deemed by the supervisor to be necessary for the performance of their duties. These books and materials shall remain the property of the Employer.

\*\*\*\*\*

NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.

LETTER OF UNDERSTANDING: UNION MEETINGS

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

Employees will be allowed during non-contact hours to attend General Membership Meetings of the Local Union up to three (3) times per year.

The Union will provide to the University the dates and times for the three meetings annually by January 31 for meetings between May 1 and January 30 of the following year. The meetings will be held at either 12 noon or 3:30 pm. Noon meetings will include the employee's lunch period. Two of the three meetings will be held on the St. George campus and will be video-conferenced to the other two campuses. Employees will notify management, at least one week in advance of the meeting date, if they are attending the meeting. The University will pay for the cost of video-conferencing and campus meeting rooms.

Employees at suburban campuses will be entitled to an additional forty-five (45) minutes to travel to the meeting that is held at the Local office at Cecil Street. In the event the University is not provided with six (6) weeks notice of a change in meeting date or time, release of employees to attend such meetings shall be subject to operational and safety considerations.

Yours truly,

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

NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.

LETTER OF INTENT: TEACHING ASSIGNMENTS AND SCHEDULES FOR ESL INSTRUCTORS IN ELP/SCS

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University reserves the right to determine the teaching assignments and schedules for employees in terms of instructional and non-instructional hours. Further, the University is committed to reasonable flexibility and taking into account employees' preferences.

Where the University is able to take into account employees' preferences, and where qualifications are relatively equal as between two (2) or more candidates, and selection of a candidate does not adversely affect operational efficiency and service effectiveness, the candidate with more seniority will be selected.

In the event that an employee's preference is not granted, the employee, with a union representative, is entitled to a dialogue with the Academic Director, English Language Program with the intention of determining the reasons for the decision.

Yours truly,

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

NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.

LETTER OF INTENT: HEALTH AND SAFETY RELEASE TIME

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The University agrees to provide four (4) hours per year of paid release time during non-contact hours for all Union elected or appointed JHSC members to attend a joint-sponsored meeting to discuss issues of mutual concern related to health and safety.

Yours truly,

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

NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.

LETTER OF UNDERSTANDING: LEAVE OF ABSENCE WITHOUT PAY

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

The parties agree that where an ESL instructor at the School of Continuing Studies applies for, and is granted, an unpaid leave of absence under Articles 13:02 and 13:03, and where such leave is undertaken for the purposes of enhancing job related competencies through further academic studies or relevant international employment, the employee may request an additional extension of six (6) months in duration, for a total extension time of one (1) year, and a total leave time of two (2) years.

Such request for an additional six (6) month extension leave must be made, in writing, at least four (4) weeks prior to the expiration of the initial six (6) month extension.

Yours truly,

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

NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.

LETTER OF UNDERSTANDING: SCHEDULING

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

For the life of this renewal collective agreement all staff appointed ESL Instructors shall continue to be granted two (2), one (1) week shutdown periods with no loss of pay where no contact hours are assigned.

Yours truly,

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



NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.

LETTER OF UNDERSTANDING: REDUCTION TO PARTIAL WORKLOAD

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

Notwithstanding Appendix 'X' Article 2:01 - Recognition and Scope (2) A.(x) of the Staff Appointed Collective Agreement, the parties agree that staff-appointed ESL Instructors teaching in the Full-Time ELP program who reduce to a partial work load will continue to be covered by this Collective Agreement.

Yours truly,

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

NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.

LETTER OF INTENT: DISCUSSION

September 9, 2014

Mr. Stuart Deans  
Area Coordinator  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario M5T 1N1

Dear Mr. Deans,

During the life of this renewal collective agreement the parties agree to meet to discuss issues related to the time to conversion requirements as applied to work performed teaching in the ACE@UTM Program, the Academic English at UTSC Program and the Academic English Level 60 for Conditional Acceptance Program at the St. George Campus.

Yours truly,

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

**NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.**

## INDEX

Accommodation / Return to Work, 28  
 Appendix A: Excluded Positions, 82  
 Appendix C: Staff-Appointed Employee Child-Care Benefit Plan, 83  
 ARBITRATION / MEDIATION, 10  
 Banking Hours, 33  
 BEREAVEMENT LEAVE, 25  
 BULLETIN BOARDS, 25  
 Bullying and Personal Harassment, 4  
 Call-in Pay, 26  
 Campus Mail--Communications, 70  
 CHANGE IN BENEFIT PLANS/CARRIER, 43  
 Compassionate Care Leave, 24  
 Conversion (replacing Articles 2:02 and 2:03), 85  
 Dental Care Plan, 42  
 DISCHARGE AND DISCIPLINARY ACTION, 10  
 Early Retirement Bridge Benefit outside of the Pension Plan, 46  
 Educational Assistance, 57  
 E-mail Addresses, 49  
 Employees from Former Group C with Fewer Than Ten Years' Service, 82  
 Employment of Students in Casual Positions, 62  
 Excluded Positions, 82  
 Extended Health Care Plan, 42  
 Flag Protocol & International Day of Morning, 65  
 GENERAL, 34, 92  
 General Harassment, 4  
 GRIEVANCE PROCEDURE, 8  
 Group Life and Survivor Income Plan, 42  
 HEALTH AND SAFETY, 26  
 Health and Safety Release Time, 66  
 Health Care Appointments, 24, 90  
 Health Care Plan, 42  
 Holidays, 45  
 HOLIDAYS, 29, 90  
 HOURS OF WORK AND OVERTIME, 32, 91  
 HUMANITY CHARITABLE FUND, 35  
 Informal Step, 8  
 Information – New Hires, 5, 86  
 Job Postings, 73  
 Joint Membership Plan, 42  
 JURY AND WITNESS DUTY, 26  
 Labour/Management Committee, 5  
 Layoff, 17  
 Leave of Absence Without Pay, 20, 88  
 LEAVES OF ABSENCE, 20, 88  
 LETTER OF AGREEMENT, 47  
 LETTER OF UNDERSTANDING: Employment Equity, 52  
 LETTER OF UNDERSTANDING: Meeting Space at UTM and UTSC, 53  
 Long-Term Disability Plan, 42  
 MANAGEMENT RIGHTS, 6  
 Meal Allowance, 33  
 NEGOTIATING COMMITTEE, 8  
 No Discrimination, 3  
 No Pyramiding, 33  
 NO STRIKE OR LOCKOUT, 6  
 OISE and Former Group C Vacation Entitlement, 60  
 Organizational Change – Elimination of Positions or Involuntary Reduction in Appointment, 14  
 Organizational Change for Externally Funded Research Grant/Contract Positions, 15  
 Overtime, 33  
 Parental Leave, 23  
 Participation in University Committees and other Collegial Activities, 50  
 PART-TIME EMPLOYEES, 35  
 Part-Time Status for Family Care, 34, 91  
 Paternity Leave, 24  
 PAYMENT FOR INJURED EMPLOYEES, 26  
 PENSION AND BENEFITS, 34  
 Pension Plan, 42  
 Personal Leave, 24, 89  
 PERSONNEL FILE, 36, 92  
 Political Leave, 24  
 Posting, 12  
 Pregnancy, 27  
 Pregnancy Leave, 21  
 Primary Caregiver Leave and Adoption Leave, 22  
 Probationary Period, 12, 87  
 PROFESSIONAL DEVELOPMENT, 36, 92  
 Public Transit Subsidy, 67  
 PURPOSE OF AGREEMENT, 1  
 Racial Discrimination, 4  
 re: Biometrics, 72  
 RECOGNITION AND SCOPE, 1, 84  
 RELATIONSHIP, 3, 86  
 Salary, 38  
 Schedule A (Salary), 48  
 Secondments, 13  
 Self-Funded Leave Plan, 68  
 Seniority, 11  
 Seasonal Layoffs Faculty of Dentistry, 61, 79  
 Severance Pay, 44  
 Sexual Harassment, 3  
 SICK LEAVE, 34  
 STAFFING RELATED ISSUES, 11, 87  
 Probationary Period, 87  
 STANDBY AND CALL-IN-PAY, 25  
 Standby Pay, 25  
 Step One, 8  
 Step Three, 9  
 Step Two, 9  
 TEACHING ASSIGNMENTS AND SCHEDULES FOR ESL INSTRUCTORS IN ELP/SCS, 95  
 Temporary Transfers, 32  
 TERMINATION, 36  
 THREE DAYS OFF WITH PAY, 35  
 Trades and Utilities Health & Safety Committee, 63  
 Tuition Waiver for Dependants, 54  
 UNIFORMS, 36  
 Uniforms, Faculty of Dentistry, 64

**NOTE - All of the provisions of the Staff Appointed collective agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.**

Union Convention or Conference Leave, 20, 89  
Union Leave, 21, 89  
Union Meetings, 51, 94  
UNION REPRESENTATION, 7, 86  
UNION REPRESENTATIVE, 25, 90  
UNION SECURITY, 6

Use of Temporary Office Staffing Agencies, 71  
VACATION WITH PAY, 30, 90  
Vision Care Plan, 43  
WAGES, 31  
Whistleblower Protection, 27  
Workplace Inspection, 28