MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(hereinafter referred to as "the University")

and -

THE UNITED STEELWORKERS, LOCAL 1998 (STAFF-APPOINTED)
(hereinafter called "the Union")

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.

2. The term of the renewal collective agreement shall be from July 1, 2017 to June 30, 2020.

3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expires on June 30, 2017, provided, however, that the following amendments are incorporated:

   a. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto

4. The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically and expressly noted.

5. All attached items numbered 1 to 6 are incorporated.

6. The parties herein agree that the ratification date of this renewal collective agreement shall be September 11, 2017. Accordingly, the parties further agree that the July 1, 2014 – June 30, 2017 collective agreement shall remain in force until 12:01 a.m. on September 12, 2017.
DATED AT TORONTO THIS 3rd DAY OF SEPTEMBER 2017
1) Across-the-Board (ATB) Increases and One-Time-Only (OTO) adjustment to Schedule A: Salary Grid

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
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<tbody>
<tr>
<td>July 1, 2017</td>
<td>1.80% ATB increase to be applied to June 30, 2017 base salary</td>
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<tr>
<td>July 1, 2017</td>
<td>0.70% Special OTO adjustment to June 30, 2017 base salary (not compounded with July 1, 2017 ATB increase)</td>
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<tr>
<td>July 1, 2018</td>
<td>2.00% ATB increase</td>
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<tr>
<td>July 1, 2019</td>
<td>2.00% ATB increase</td>
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2) The University agrees to renew the provisions of the Early Retirement Bridge Benefit Outside of the Pension Plan for the following effective dates:

- For retirements on or after December 31, 2017 up to and including March 31, 2020

   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.

3) Effective January 1, 2018, add coverage for eye exams to a maximum of $90 per person every 24 months to the Vision Plan.

4) Effective January 1, 2018, include coverage for cochlear implants under the existing maximum for Hearing benefits.

5) Effective January 1, 2018, the Paramedical Plan combined maximum will increase from $700 to $800 annually.
   - Massage therapy by a Registered Massage Therapist without requirement for a prescription

6) Effective January 1, 2018, the Dental Plan will include:
   - Implants under Major Dental Services (subject to the 'alternate benefit clause' provisions)
   - Maximum for Major Restorative will increase from $1,500 to $1,800 annually
   - Maximum coverage for orthodontia will increase from $2,500 to $2,650

7) Effective as of date of ratification, expand coverage under the existing Psychology benefit maximum of $2,000 to include MSW and psychotherapist.

8) Educational Assistance (Staff Tuition Waiver) Provisions 1. 1), 2), 3), 4), 5) only, for redeployment pool candidates, as set out in Article 12.09(b) (as attached).
9) Educational Assistance (Staff Tuition Waiver) Provision 1.5) courses offered by the School of Continuing Studies that are work or job related, up to a maximum of seven hundred and fifty ($750) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of three hundred and fifty ($350) dollars per course, with a combined maximum of four (4) courses per academic year.

10) Effective as of date of ratification, the Extended Health Care plan will be modified to provide wigs in the case of alopecia.

11) Effective as of date of ratification, the Extended Health Care plan will be modified to provide partial coverage for continuous glucose monitors for Type I diabetes.

12) Effective as of date of ratification, increase the number of professional development days from three (3) to four (4) per year, as set out in Article 33 – Professional Development and Appendix X – Article 33 – Professional Development (as attached).

13) Revised Severance Schedule (as attached).

14) Establishment of $250,000 annual ‘Pathways to Employment Fund’ in support of training and development for redeployment pool candidates as set out in the Letter of Intent: Career Development & Talent Retention (as attached).

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
## SCHEDULE I: Severance Pay

### Severance Schedule

<table>
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<tr>
<th>Continuous Years of Service at Date of Layoff (years)</th>
<th>Effective Date of Layoff (weeks)</th>
<th>0 - 6 months (weeks)</th>
<th>6-12 months (weeks)</th>
<th>12+ months (weeks)</th>
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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 the employee 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 weekly salary during the two-(2) one (1) week waiting period for Employment Insurance pregnancy benefits, and, for the next sixteen (16) weeks, will pay the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of weekly salary, provided that the employee applies provides proof that the employee has applied for and receives is receiving Employment Insurance Benefits and the amount of those 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 provides proof that the employee has applied for and receives is receiving Employment Insurance Benefits and the amount of those benefits.

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

(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 the employee has arranged her pregnancy leave, the employee 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 the employee 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 their return to work to an earlier date, the employee must give the University four (4) weeks' written notice of the date on which she intends they intend 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), the employee 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.
Seniority, vacation, benefits, and pensionable service continue during the period of an employee's pregnancy leave. Eligibility for step and negotiated wage increases also continue during the period of an employee's pregnancy leave.

Primary Caregiver Leave and Adoption Leave

Primary Caregiver Leave is available to a parent, other than a biological mother birth parent, 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, or such shorter or longer period as is required under the Employment Standards Act, 2000, as amended from time to 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.

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 birth parent's partner, because the mother birth parent 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).

In the case of an adoption, the Primary Caregiver Leave may be split between two parents.

For employees with one (1) year of service or more the University will pay ninety-five (95) percent of weekly salary during the two (2) one (1) week waiting period for Employment Insurance parental benefits, and, for the next sixteen (16) weeks, will pay the difference between weekly Employment Insurance parental benefits and ninety-five (95) percent of weekly salary, provided that the employee applies provides proof that the employee has applied for and receives is receiving Employment Insurance parental benefits and the amount of those 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 provides proof that the employee has applied for and receives is receiving Employment Insurance Benefits parental benefits and the amount of those benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.

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.

Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation. Eligibility for step and negotiated wage increases also continue during the period of an employee's Primary Caregiver Leave.

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

13:0807

(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:

(i) up to thirty-five (35) weeks of parental leave for birth-mothers employees who take pregnancy leave;

(ii) up to thirty-seven (37) weeks of parental leave for all other new parents, such as birth-fathers, adoptive parents and same-sex partners; or

(iii) such shorter or longer period of time as might be required under the Employment Standards Act, 2000 from time to time.

(b) For employees who take pregnancy leave, parental leave commences when her the employee’s pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother parent. For all other new 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 or such other time as may be specified under the Employment Standards Act, 2000 from time to time. 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, who provide the University with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following:

(i) For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;

(ii) For an employee who takes parental leave for which a one (1) week waiting period has already been served in respect of the same child, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;

(iii) For an employee who takes parental leave and is required to serve a one (1) week waiting period, ninety-five (95) percent of salary during the one (1) week waiting period, and the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for eight (8) weeks;

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

(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 the employee does
not specify when the leave will end, it will be assumed that the employee wishes to take the maximum leave in accordance with Article 13:07(a)(i) or (ii), as applicable.

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 later than expected, the employee will have two (2) weeks from that date to give the University written notice of their intent to take the parental leave.

(f) If an employee on parental leave wishes to change the date of their return to work to an earlier date, the employee must give the University written notice of the date on which they intend 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. Eligibility for step and negotiated wage increases also continue during the period of an employee’s parental leave.

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 Non-Birth Parent Leave

13:10 Upon the birth or adoption of a child, a father or same-sex non-birth parent who does not take parental leave 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 Non-birth parent leave must be taken within the first month of the birth or an adoption.

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

UofT & USW Local 1998 – Staff Appointed
LETTER OF AGREEMENT: Impact of Employment Insurance Legislative Changes

DATE

Mr. Omero Landi
Area Coordinator
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

Dear Mr. Landi,

During the 2017 round of collective bargaining, the parties discussed amendments to the Employment Insurance (EI) Act reducing the waiting period to receive benefits under the EI Act from two weeks to one week for pregnancy and parental leaves, as well as the impact of that reduction on the payments made by the University to employees taking pregnancy, parental, and primary caregiver leaves under the collective agreement.

Under the terms of the collective agreement in place up to the current round of negotiations, the University compensated employees taking pregnancy leave, parental leave, and primary caregiver leave at 95 per cent of their weekly salary for the two week waiting period for pregnancy or parental leave benefits. Therefore, the legislative changes result in the elimination of one week of leave with 95 per cent of salary for such employees.

The parties agree that an employee who is entitled to and provided with salary during the one-week waiting period and top up pursuant to Articles 13:06(b), 13:07(c) or 13:08(d), will receive one paid week of leave ("Parental Transition Week") immediately following the end of their EI pregnancy or parental leave (the end of their combined leaves for employees who take both pregnancy and parental leave). This Parental Transition Week will be in addition to the leave entitlements set out in Articles 13:06(a), 13:07(a) and/or 13:08(a).

During the Parental Transition Week, employees will be paid 100 per cent of their weekly salary, whereas the eliminated week during the EI waiting period had been compensated at 95 per cent.

Yours truly,

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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/adoptive or parental leave will, upon the completion of such leaves, 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.

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, as well as provide organizational charts, job descriptions, and the core duties, responsibilities, and qualifications of the positions being eliminated and the new positions being created, if any. The University will advise the Union of the time and place that the notice will be given to the affected employee(s) when known. The employee(s) will be provided with an opportunity to meet privately with a Union representative following the issuance of the notice and will be provided with space to do so, if available.

(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). The employee(s) will be informed in writing of the deadline to apply for the newly created position(s) and will be provided with the job description, organizational chart, core duties, responsibilities, and qualifications required 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. For clarity, this is in addition to the redeployment pool entitlement set out in Article 12:09(b), 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. If for up to eighteen (18) weeks from the time notice is given under Article 12:05(b), affected employees shall be entitled to utilize the University’s career transition services. Affected employees who elect the redeployment pool shall be entitled to an additional six (6) weeks of the University's career transition services. The services available include career counselling, computer skills, training support, resume preparation and external job search support. In addition, Human Resources will facilitate a skills assessment for an affected employee upon request.

(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) seven (7) 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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) 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 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/adoptive 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.

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, as well as provide organizational charts, job descriptions, and the core duties, responsibilities, and qualifications of the positions being eliminated and the new positions being created, if any. The University will advise the Union of the time and place that the notice will be given to the affected employee(s) when known. The employee(s) will be provided with an opportunity to meet privately with a Union representative following the issuance of the notice and will be provided with space to do so if available.

(c) The Principal Investigator or designate will explain to the employees in the affected research program the reasons for and nature of the organizational change.

(d) 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.

(e) 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). The employee(s) will be informed in writing of the deadline to apply for the newly created position(s) and will be provided with the job description, organizational chart, core duties, responsibilities, and qualifications required 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. For clarity, this is in addition to the redeployment pool entitlement set out in Article 12:09(b).

(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.

(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 12:06(b). Affected employees shall be entitled to utilize the University’s career transition services. Affected employees who elect the redeployment pool shall be entitled to an additional six (6) weeks of the University’s career transition services. The services available include career counselling, computer skills, training support, resume preparation and external job search support. In addition, Human Resources will facilitate a skills assessment for an affected employee upon request.

(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)-seven (7) 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) seven (7) days.

(h) Notwithstanding (a) to (f), (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 research program as per (d) (e) above. If the affected employee accepts the reduced appointment, he/she shall not be eligible for the layoff provisions.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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-leave 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-leave 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. A representative from Human Resources will be present at any interviews the hiring Department conducts with any applicants having redeployment pool status for the vacancy in question. Upon request of the redeployment pool applicant, the Human Resources representative present at the interview will provide feedback to the applicant following the interview. 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. Four (4) weeks before the end of the term position, the employee shall be entitled to apply for positions with redeployment pool status. 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 48 twenty-four (24) 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 layoff takes effect if the employee pre-pays 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 pre-pays 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), 5) 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 will endeavour to release the employee to attend classes that are scheduled during working hours subject to operational requirements.

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

If an employee is not re-deployed re-employed 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 pre-pays 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.

For the University

For the Union

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

A request by an employee to attend regularly occurring health care appointments, such as an ongoing treatment regimen, which cannot be scheduled outside the employee's regular working hours, may be treated by the University as a request for accommodation within the meaning of Article 20:06 and treated accordingly, as appropriate.
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 one (1) 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.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
The University and the Union agree to RENEW, AMEND or DELETE as specified below the following Letters of Agreement/Understanding/Intent for the term of the renewal Collective Agreement:

- Letter of Agreement (p. 47) – RENEW
- Letter of Understanding: Schedule A (Salary) (p. 48) – RENEW
- Letter of Understanding: E-Mail Addresses (p. 49) – RENEW
- Letter of Understanding: Participation in University Committees and Other Collegial Activities (p. 50) – RENEW
- Letter of Understanding: Union Meetings (p. 51) – RENEW
- Letter of Understanding: Employment Equity (p. 52) – RENEW
- Letter of Understanding: Meeting Space at UTM and UTSC (p. 53) – AMEND
- Letter of Intent: Tuition Waiver for Dependents (p. 54) – RESERVE RENEW
- Letter of Intent: Educational Assistance (p. 57) – RESERVE AMEND
- Letter of Intent: OISE and Former Group “C” Vacation Entitlement (p. 60) – RENEW
- Letter of Intent: Sessional Layoffs Faculty of Dentistry (p. 61) – AMEND
- Letter of Intent: Employment of Students in Casual Positions (p. 62) – RENEW
- Letter of Intent: Trades and Utilities Health & Safety Committee (p. 63) – RENEW
- Letter of Intent: Uniforms, Faculty of Dentistry (p. 64) – RESERVE RENEW
- Letter of Intent: Flag Protocol & International Day of Mourning (p. 65) – RENEW
- Letter of Intent: Health and Safety Release Time (p. 66) – RESERVE RENEW
- Letter of Intent: Public Transit Subsidy (p. 67) – RENEW
- Letter of Intent: Self-Funded Leave Plan (p. 68) – RENEW
- Letter of Intent: Campus Mail – Communications (p. 70) – RENEW
- Letter of Intent: Use of Temporary Office Staffing Agencies (p. 71) – RENEW
- Letter of Intent: Re: Biometrics (p. 72) – RENEW
- Letter of Intent: Career Development (p. 73) – UPDATE AMEND
- Letter of Intent: Complaints Based Upon Alleged Breach of Civility Guidelines, and/or Guidelines on Discrimination and Discriminatory Harassment (p. 74) – AMEND
- Letter of Intent: A Real Voice on Pensions (p. 77) – RENEW
- Letter of Intent: Multi-Site Joint Health and Safety Committee Structure (p. 78) – DELETE RENEW
- Letter of Intent: Workers’ Health and Safety Centre (p. 79) – RENEW
- Letter of Intent: Non-Conforming Hours of Work (p. 80) – RENEW
- Letter of Intent: Internship Pilot Project (p. 81) – AMEND
- Letter of Understanding: Union Meetings (Appendix ‘X’, p. 94) – RENEW
- Letter of Intent: Teaching Assignments and Schedules for ESL Instructors in ELP/SCS (Appendix ‘X’, p. 95) – RENEW
- Letter of Understanding: Scheduling (Appendix ‘X’, p. 98) – RENEW
- Letter of Understanding: Reduction to Partial Workload (Appendix ‘X’, p. 99) – RENEW
- Letter of Intent: Discussion (Appendix ‘X’, p. 100) – DELETE

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 clarity, if a UTEMP employee's contract is extended in the same position, in the same department with the same reporting relationship so as to convert under the provisions of Article 2:02, then the hours worked under the UTEMP contract will count towards 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.
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 Ontario 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, as those terms are defined in the Ontario Human Rights Code (if applicable), subject to the Ontario Human Rights Code provisions related to unless the employee's record of offences is a reasonable and bona fide occupational qualification because of the nature of the employment.

Sexual Violence and 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 The University will provide an environment where employees are not subjected to sexual violence and sexual harassment. Employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the Ontario Human Rights Code, the Occupational Health and Safety Act and the University's Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.
For clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual violence" as meaning: "any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes Sexual Assault, Sexual Harassment, stalking, indecent exposure, voyeurism, and sexual exploitation."

For clarity, the current Ontario Human Rights Code provides that "every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by that person's employer or agent of the employer or by another employee." For further clarity, the current Ontario Human Rights Code defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome." For further clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual harassment" as including: "any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."

3:04 Employees making a report under the University's Policy on Sexual Violence and Sexual Harassment shall have the right to be accompanied by a Union representative at any stage of the process.

3:05 The time limit for making a report under the University's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual harassment under this Collective Agreement shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the report/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.

A grievance alleging sexual violence or sexual harassment shall be filed at Step 3. The Vice-President, Human Resources & Equity (or designate) will give a written decision to the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 11 of this Collective Agreement.

3:06 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

3:07 An employee who makes a report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

3:08 Witnesses who give information and/ or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

3:09 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are USW members, both the Complainant and the Respondent shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.
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 filing 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

3:0410 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 Anti-Racism and Cultural Diversity 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

3:0511 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

Bullying and Personal Workplace Harassment

3:0612 The University will provide an environment where members of the bargaining unit employees are not subjected to bullying and personal workplace harassment. Employees will not engage in workplace harassment. In assessing whether bullying and personal workplace harassment may have occurred, the definitions and standards set out in the Occupational Health and Safety Act and the University’s Civility Guidelines Workplace Harassment Program (including the University’s Human Resources Guideline on Civil Conduct, and the University’s Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. For clarity, the current Occupational Health and Safety Act defines “workplace harassment” as:

“engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.”
For clarity, workplace harassment may occur while on University of Toronto premises and in work-related activities or social events occurring off-campus. For clarity, workplace harassment that occurs through electronic means is covered by this Article.

An employee may file a grievance alleging a course of conduct amounting to bullying and personal workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after 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 workplace 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

3:07.13 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. Both Respondents and Complainants shall be made aware of this Article.

Any allegation(s) of reprisal or retaliation may be the subject of a grievance commencing at Step Two of the Grievance Procedure.
3:08 On the date of hire, the University shall advise each new employee of the name of his/her their 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 on a quarterly basis.

(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 the employee to attend the meeting within the first two (2) four (4) months from the date of employment.

For the University

For the Union

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

**Faculty of 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.

For the University  
[Signature]

For the Union  
[Signature]

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Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
7:05 Union Stewards, and Chief Stewards, and civility co-investigators have regular duties to perform on behalf of the University; therefore, they will not leave their duties for the purpose of handling grievances and/or complaints under the Workplace Harassment Program, where there is a right to Union representation under this Collective Agreement, without obtaining the permission of his/her their supervisor. Such permission shall not be unreasonably withheld.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
7:06 The University agrees that Chairpersons, Stewards, and members of the Grievance Committee, and civility co-investigators shall not suffer any loss of regular straight-time pay for time necessarily spent in the handling of grievances and/or complaints under the Workplace Harassment Program, where there is a right to Union representation under this Collective Agreement.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
NEW ARTICLE

7:XX Where there is a right to Union representation, and where the employee exercises that right, the University will provide the Union with as much advance notice as is practicable and will indicate the nature of the meeting at the time of the request. The Union will keep the nature of the meeting confidential and will not disclose it to the employee in advance of the meeting.

Where there is a right to Union representation, the employee will be notified and may exercise their right to Union representation.

The Union recognizes that there may be situations where a representative is requested after the commencement of a meeting and that advance notice will not always be practicable or possible. In such a case, the University shall notify the Union without delay that a representative is needed.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
NEW ARTICLE

8:04 The Union will notify the University of the names and supervisors of the Negotiating Committee members when they have been elected.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
NEW ARTICLE

8:05 Subject to operational requirements, the University shall facilitate the release of bargaining unit employees on the Negotiating Committee for preparation of proposals and negotiations.

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

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
9:10 Individual **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.

A grievance arising directly between the University and the Union (which could not be grieved by an individual employee) 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 Three. Any grievance by the University or the Union as provided herein shall be commenced within five (5) 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.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
10:02 An employee who will be disciplined or discharged while at work will be notified of his/her their 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 the University will send for his/her a 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
NEW ARTICLE Arbitration and Mediation Leave

13:XX The Employer agrees that the Chief Steward and the grievor involved in the processing of the grievance shall not suffer any loss of regular wages during their attendance at arbitration or mediation hearings. It is understood no payment for time lost shall be made for attendance at such hearings to Union witnesses.

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

12:04

(a) Where the University decides to fill a vacancy of more than six (6) months in the bargaining unit, it will post a notice in this regard, including a posting on a web site. The notice will include the core duties, responsibilities, qualifications, classification, salary range, department and person to whom an application should be submitted, and a statement that a job description is available upon request. The notice will specify that the posting is restricted to employees in the bargaining unit. Notices will remain posted for a minimum of seven working days. Employee applicants must submit a written application, including an up-to-date resume, within the period indicated on the posting and receive acknowledgement of the receipt of their application. Human Resources will receive and review all job applications for job postings prior to forwarding them to the hiring Department. Qualified internal applicants who meet the minimum qualifications will be interviewed and granted time off work with pay to participate in the interview 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. Internal applicants who apply to positions posted externally shall have the same status as non-USW applicants. For clarity, such internal applicants will not be covered by any provision of the Collective Agreement in respect of job competitions for external postings, including but not limited to Article 9: Grievance Procedure.

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 notify all internal applicants of the outcome of the search prior to the successful candidate being publicly announced or starting in the position. 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 their application demonstrates that he/she they meet the minimum qualifications for the position, he/she they 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, within ten (10) working days 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 their decision will be reviewed by his/her the 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 their 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.

On an annual basis the University will provide the Union with the percentage of successful internal and external candidates.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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) two (2) 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.

NEW ARTICLE

12:XX Within two (2) weeks, upon request of an employee who has received notice of layoff, the Divisional Human Resources Office will provide a letter of employment stating the start date of employment with the University, and the job title and a summary of the duties of their most recently held position.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
12:08 The **Local Union President** shall be notified one (1) week in advance of the names of any employees slated for lay off and the expected duration of same. The University will advise the Union of the time and place that the notice will be given to the affected employee(s) when known. The employee(s) will be provided with an opportunity to meet privately with a Union representative following the issuance of the notice and will be provided with space to do so, if available.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
12:09 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. **Four (4) weeks before the end of the term position, the employee shall be entitled to apply for positions with redeployment pool status.** 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".
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) four (4) days or up to six (6) eight (8) 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 Examples of 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.

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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
(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 the Main Joint Health and Safety Committees (which committees have the responsibilities of Joint Health and Safety Committees under the Occupational Health and Safety Act) covering buildings where bargaining unit members are employed, 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 Main Joint Health and Safety Committees and Local Safety Committees in accordance with terms of reference for the Multi-workplace Joint Health and Safety Committee agreement. The University will ensure that copies of minutes of Main Joint Health & Safety Committee meetings from all campuses will be forwarded to the Union office via electronic mail in a timely fashion at least one (1) week prior to the next meeting.

(c) The number of members appointed by the University to any of the above-noted Joint Health and Safety Committees shall not exceed the number of worker members on the committees.

(d) A One worker member appointed or elected by the Union to each of the above-noted Main Joint Health and Safety Committees and Local 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 basic level I core certification programme and certification refresher course every three (3) years 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 Main Joint Health and Safety Committees and, where necessary, the Local Safety Committees. The Central Health and Safety Committee will meet at least twice per year.

(f) The Central Committee and the local President Union 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 within thirty (30) days of receipt of the report by the University. The University shall notify the Union of all Health and Safety testing and provide reports of findings.

(g) The University will provide the Union with copies of all Workplace Safety and Insurance Board (WSIB) Form 7 Employers’ Report of Injury/Illness for members injured on the job.

(g)h) 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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. **The employee will have the right to have a Union representative in attendance during the assessment.** 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.

For the University

For the Union

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*Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.*
APPENDIX X - ARTICLE 22: VACATION WITH PAY

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

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

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.

Staff-appointed ESL Instructors teaching in the Full-Time ELP program, who reduce to a partial work load in accordance with the 'Letter of Understanding: Reduction to Partial Workload' shall have their vacation entitlement pro-rated according to the percentage of the employee's appointment. For clarity, the pro-ration of vacation entitlement also applies to employees covered by the 'Letter of Intent: Vacation Entitlement for Grandparented ESL Instructors at SCS'.

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 x 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.

For the University

For the Union

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

UoF & USW Local 1998 – Staff Appointed
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, or less than four (4) consecutive days where a paid holiday falls within the five (5) consecutive day period.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 six (6) weeks’ notice of an impending change of an employee's regular hours of work (e.g., a change in starting time, etc.).

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

The University will develop guidelines to assist Division or Department heads in the implementation and administration of flexible work arrangements.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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) one hundred and fifty (150) hours in total. For clarity, one hundred (100) hours of overtime worked equals one hundred and fifty (150) hours which an employee may take as lieu time off. 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 the employee's 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.

For the University

For the Union

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

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 their supervisor. The University will grant, upon request by the employee a minimum of three (3) four (4) 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. Responses to such requests will be provided within fifteen (15) working days. Such requests shall not be unreasonably withheld.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
APPENDIX X - 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 their supervisor. The University will grant, upon request by the employee a minimum of three (3) four (4) 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. Responses to such requests will be provided within fifteen (15) working days. 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.

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For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 34: TERMINATION

34:01 This Agreement shall be effective from July 1, 2014, and shall continue in effect up to and including the 30th day of June, 2020, 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: INTERNSHIP PILOT-PROJECT POSITIONS

September 8, 2014 DATE

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

Dear Mr. Deans Landi,

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 - Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

For the University

For the Union

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

LETTER OF INTENT: Sustainability Committee

DATE

Mr. Omero Landi
Area Coordinator
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

Dear Mr. Landi,

The University and the Union recognize the importance of protecting the environment and promoting environmentally sustainable practices in the workplace. To that end, during the life of this Collective Agreement, the parties agree to meet and discuss establishing a sustainability committee with the aim of exploring initiatives and practical measures that address issues related to sustainability, climate change, the University's carbon footprint, and minimizing the unnecessary consumption of resources.

Yours truly,

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

For the University

For the Union

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

LETTER OF UNDERSTANDING: Domestic Violence

DATE

Mr. Omero Landi
Area Coordinator
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

Dear Mr. Landi,

The University and the Union agree that all employees have the right to be free from domestic violence. The University recognizes the importance of providing timely and flexible assistance and support to employees experiencing domestic violence. Such assistance and support must be specific to individual needs. Accommodation and support that may be considered include but are not limited to leaves of absence under various provisions of this Collective Agreement and access to campus and community support, including Human Resources, Health & Well-Being Programs & Services, the Community Safety Office, the Employee Family Assistance Program (EFAP), and the Sexual Violence Prevention and Support Centre.

Yours truly,

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: Complaints based upon alleged breach of Civility Guidelines, and/or Guidelines on Discrimination and Discriminatory Harassment

September 9, 2014 DATE

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

Dear Mr. Deans Landi,

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 Within 20 working days of 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 University 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 within 20 working days, 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 separate 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 University 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 University, 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 on an annual basis. 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; the basis of the finding and steps to prevent reoccurrence, in compliance with applicable legislation and University policy.
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 Union shall be provided with an advance copy of any letters provided to USW members informing them of the outcome of the investigation.

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 on Sexual Violence and Sexual Harassment.

Yours truly,

Angela Hildyard, Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto
LETTER OF UNDERSTANDING: Meeting Space at UTM and UTSC

September 9, 2014 DATE

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

Dear Mr. Deans Landi,

The University will provide a workspace with phone and a data line source (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, Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: Sessional Layoffs Faculty of Dentistry

September 9, 2014

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

Dear Mr. Deans Landi,

The University agrees that employees on sessional layoff in the Faculty of Dentistry may be afforded a one-or two-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. Such an opportunity does not change the employee’s status as a sessional employee in accordance with Article 2:03.

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, Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: Career Development & Talent Retention

September 9, 2014 DATE

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

Dear Mr. Deans Landi,

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 Career Development & Talent Retention Working Group comprised of four (4) representatives from the University and four (4) representatives from the Union, 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.

The Working Group will discuss ways to further increase the success rate of internal applicants in job competitions. The Working Group will be provided with the relevant statistics quarterly.

Part of the Working Group’s mandate will be to focus specifically on the success rate of redeployment pool candidates in job competitions. In support of this, the University will establish a ‘Pathways to Employment Fund’ in the amount of $250,000 annually. This Fund will be dedicated to supporting various training and development needs of redeployment pool candidates. The Fund will be administered by the University based on recommendations from the Working Group. The Working Group will be provided with data on utilization of the Fund in advance of the quarterly meetings to enable meaningful discussions.

Yours truly,

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
NEW ARTICLE

ARTICLE XX: COACHING LETTERS

The University and the Union recognize that coaching letters are a non-disciplinary method of addressing concerns with an employee. For clarity, coaching letters shall not form a step in the progressive discipline process and shall not be relied upon to increase the severity of discipline imposed.

Coaching letters shall be removed from the employee's file when twelve (12) months of active employment (i.e., days actually at work at the University in a staff-appointed position) have elapsed since the date of issue. For clarity, a new coaching letter may be issued at any time.

All coaching letters shall be clearly identified as such in the subject line of the letter.

For the University

For the Union

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