



# COLLECTIVE AGREEMENT

## For the “Staff Appointed” Bargaining Unit

- BETWEEN -

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

- AND -

**THE UNITED STEELWORKERS**



Term of Agreement: July 1, 2017 to June 30, 2020

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**COLLECTIVE AGREEMENT ENTERED INTO** at the City of Toronto, in the Province of Ontario, as of September 11, 2017.

- between –

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**

(hereinafter called “the University”)

- and -

**THE UNITED STEELWORKERS**

(hereinafter called “the Union”)

**ARTICLE 1: PURPOSE OF AGREEMENT**

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

**ARTICLE 2: RECOGNITION AND SCOPE**

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

- (1) Persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations, attached as Appendix A hereto.
- (2) A. Academic staff including but not limited to:
  - (i) members of faculty at all professorial ranks;
  - (ii) academic administrators as defined on the date of application for certification in the 1995 “Policies for Academic Staff and Librarians” under the Policy on Appointment of Academic Administrators at code number 3.01.01;

- (iii) librarians;
- (iv) status only appointments;
- (v) visiting academic appointments;
- (vi) senior tutors;
- (vii) tutors;
- (viii) lecturers;
- (ix) special lecturers;
- (x) instructors; save and except full time staff appointed ESL instructors employed at the School of Continuing Studies English Language Program who are represented by the Union by virtue of the certificate issued by the Ontario Labour Relations Board on October 2, 2008;
- (xi) scholars and fellows;
- (xii) sessional appointments;
- (xiii) persons hired to teach on stipend;
- (xiv) clinicians.

B. Research Associates.

C. Athletic instructors and coaches.

- (3) Engineers, doctors, dentists, architects or lawyers entitled to practise in Ontario and who are employed in a professional capacity.
- (4) Persons who are non staff-appointed.
- (5) Persons for whom any other trade union held bargaining rights under the *Labour Relations Act* as of May 29, 1998.

2:02

- (a) Notwithstanding the provisions of Article 2:01 (4) above, the following type of non-staff appointed employees covered by the USW Local 1998 Casual Collective Agreement will, if they satisfy the criteria set out in (1) or (2) below, be deemed to be non-probationary staff appointed employees covered by the terms and conditions of this Collective Agreement. The parties agree that the following types of employees are a specific and closed group to which no other non-staff appointed employees could be added, other than by the express written agreement of the parties to amend this Article, and the parties do not intend that an arbitrator has the jurisdiction to expand the type of employees beyond that specifically set out below:
  - (1) Persons who work in the same position with an appointment of forty (40) percent or more, or regularly work the equivalent or more in hours each week (i.e., fourteen and one-half (14.5) hours each week) in the same position for twenty-four (24) consecutive months will, at that time, become covered by the terms and conditions of this Collective Agreement.

- (2) Persons who work in the same position with an appointment of sixty (60) percent or more, or regularly work the equivalent or more in hours each week (i.e., twenty-one and three quarters (21.75) hours each week) in the same position for eighteen (18) consecutive months will, at that time, become covered by the terms and conditions of this Collective Agreement.
- (3) The following types of employees are not subject to Article 2:02 (1) and (2) above:
  - (a) Employees who are full-time University of Toronto students registered in a degree programme.
- (4) For the purposes of (1) and (2) above, authorized leaves of absence of less than twenty (20) working days, vacations, holidays, sessional layoffs of sessional employees or other University closings shall be deemed hours regularly worked.
- (b) Seniority for a non-staff appointed employee converted to staff-appointed status as per Article 2:02(a) will be calculated based on the date the employee commenced casual employment qualifying under Article 2:02 (i.e., normally after eighteen (18) or twenty-four (24) months prior to conversion).

For 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 (36 $\frac{1}{4}$ ) hours.

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

- (a) Continuing employees have no predetermined end date and hold positions that are considered by the employing unit as part of the staff complement of the unit.
- (b) Sessional employees hold continuing positions for which the University requires staffing only during an academic session or part thereof, which may be up to eleven (11) months in length. These employees are on sessional layoff for the balance of the academic year.
- (c) Term employees are hired for an initial appointment of at least six (6) months in length, the maximum period of consecutive term employment not to exceed twenty-four (24) months except in the case of full-time students. Each term appointment shall have a predetermined end date. In the case of term employees who are non-students, should the term(s) exceed a twenty-four (24) month period, then such employee shall become a "continuing" or "sessional" employee, as the case may be.

- (d) In the event a USW Local 1998 Casual bargaining unit position with regularly scheduled hours of work of at least fourteen and one-half (14½) hours or more per week exceeds twenty-four (24) consecutive months' duration, the position (other than those set out in 2:02(3)(a) above) will become a staff-appointed position covered by this Collective Agreement and shall be posted in accordance with Article 12:04, unless the incumbent qualifies for staff-appointed status as per Article 2:02(a)(1) and (2).

## **ARTICLE 3: RELATIONSHIP**

### **No Discrimination**

#### **3:01**

- (a) The University and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities, and people who because of their race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada. The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University.
- (b) The University and the Union agree to uphold the *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, age, 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 *bona fide* occupational qualification.

### **Sexual Violence and Sexual Harassment**

- 3:02 Sexual harassment shall be considered discrimination under Article 3:01 of this Agreement.
- 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 "[e]very 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 his or her 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.

### **Racial Discrimination**

- 3:10 An employee who files a grievance under the Collective Agreement alleging that they have been discriminated against because of race contrary to Article 3:01 may, if they choose, meet with the University's Anti-Racism and Cultural Diversity Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union Representative if they so choose. Thereafter an employee may resume the grievance process.

### **General Harassment**

- 3:11 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

### **Workplace Harassment**

- 3:12 The University will provide an environment where employees are not subjected to workplace harassment. Employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the *Occupational Health and Safety Act* and the University's 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 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 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**

3:13 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.

### **Information – New Hires**

- 3:14 On the date of hire, the University shall advise each new employee of the name of 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 the employee to attend the meeting within the first four (4) months from the date of employment.
- 3:15 The University shall, on a monthly basis (with a compatible electronic copy), provide the Union with a list of all new hires, along with their home telephone number, work email address, job classification, rate of pay, status (full/part-time), date of hire and campus mail address.

### **Labour/Management Committee**

- 3:16 The Union and the University acknowledge the mutual benefit of open two-way communication. Therefore, the parties agree that there will be a joint labour/management committee consisting of four (4) representatives from the University and four (4) representatives selected by the Union, one (1) of which shall be the Local Union President. The Staff Representative of the Union may also attend such meetings. Meetings will be held on a quarterly basis and each party shall submit to the other a written agenda, fourteen (14) calendar days before the upcoming meeting. The University will discuss the agenda items with senior University representatives, as appropriate, and may invite such representatives to the meeting in order to address specific items on the agenda. Such items may include any known issue(s) that will potentially impact the bargaining unit and/or its members. Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify or amend any part of the Collective Agreement. A representative of each party shall be designated Co-Chairperson, and the two (2) persons so designated shall alternate presiding over meetings.

## **ARTICLE 4: MANAGEMENT RIGHTS**

- 4:01 The management of the University and direction of employees are fixed exclusively with the University and shall remain solely with the University, except

as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, it is the exclusive function of the University to:

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

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

## **ARTICLE 5: NO STRIKE OR LOCKOUT**

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

## **ARTICLE 6: UNION SECURITY**

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

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

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

- 6:04 The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of, or by reasons of, deductions made or payments made in accordance with this Article.
- 6:05 The University agrees to record total Union dues deductions paid by each employee on their T4 Slip.

## **ARTICLE 7: UNION REPRESENTATION**

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

- 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
- Rotman School of Management
- English Language Program in School of Continuing Studies
- Faculty of Kinesiology and Physical Education
- Faculty of Applied Science and Engineering
- Professional Faculties

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

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

- 7:03 The Union shall notify the University, in writing, of the names of the Union Stewards and Chief Stewards and the areas they are representing and will promptly notify the University, in writing, of any changes thereto.
- 7:04 The University agrees to recognize and deal with a Union Grievance Committee made up of a Grievance Committee Chairperson, the Chief Steward and a Steward for a committee of three (3), which would be comprised of two (2) of these three (3) positions.

- 7:05 Union Stewards, 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 their supervisor. Such permission shall not be unreasonably withheld.
- 7:06 The University agrees that Chairpersons, Stewards, 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.
- 7:07 The University will grant leave with pay to three (3) non-probationary employees, who have been elected or appointed by the Union in order that they may conduct business on behalf of the Local Union, one of which shall be the Local President.

The employee will return to their position at the end of the leave if the position still exists. Any training deemed required by the University, to fulfill the duties of the position on such return, will be provided by the University. If the position is eliminated during the leave the employee will be subject to, and eligible for, the provisions of Articles 12:05 to 12:11.

- 7:08 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.

- 7:09 The University will pay to the Union two thousand five hundred (\$2500) dollars per month towards the rental of office space by the Union.

## **ARTICLE 8: NEGOTIATING COMMITTEE**

- 8:01 The University agrees to recognize and deal with a Negotiating Committee of not more than twelve (12) bargaining unit employees, who have completed their probationary period, along with the Local Union President and the International Union Representatives: ten (10) candidates to be selected by the employees working at the St. George campus; one (1) candidate to be selected by the employees working at the Mississauga campus; and one (1) candidate to be selected by the employees working at the Scarborough campus.

- 8:02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8:03 Bargaining unit employees on the Negotiating Committee will suffer no loss of regular straight-time pay for time spent in negotiations with the University when they would otherwise have been at work.
- 8:04 The Union will notify the University of the names and supervisors of the Negotiating Committee members when they have been elected.
- 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 9: GRIEVANCE PROCEDURE**

### **Informal Step**

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

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

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

### **Step One**

The grievance shall be submitted, in writing, to the Labour Relations Department, along with the name of the immediate supervisor, Department and Faculty, by



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

## **Step Two**

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

## **Step Three**

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

- 9:02 At each step of the grievance process the University representative may have with them, at any grievance meeting, an equal number of University representatives to the number of Union Representatives. Unless agreed upon in advance by the Union and the University, there shall be no more than three (3) representatives of the Union and no more than three (3) representatives of the University, not including the grievor and the person hearing the grievance.
- 9:03 If settlement of the grievance is not reached at Step Three, then the grievance may be referred in writing by either party to arbitration as provided in Article 11: Arbitration, at any time within thirty (30) working days after the decision is received under Step Three. If no written request for arbitration is received within

this time period, the grievance shall be deemed to have been withdrawn and not eligible for arbitration.

- 9:04 When two (2) or more employees with the same Department Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step One of the grievance procedure. When two (2) or more employees with different Department Heads but with the same Principal/Dean/Division Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step Two of the grievance procedure. In any other case where two (2) or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University at Step Three of the grievance procedure.
- 9:05 A grievance arising directly between the University and the Union (which could not be grieved by an individual employee) shall be initiated at Step Two. Any grievance by the University or the Union as provided herein shall be commenced within seven (7) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.
- 9:06 The time limits provided in this Article may be extended by mutual agreement between the parties in writing.
- 9:07 Any step of the grievance process may be waived by mutual agreement of the parties.
- 9:08 Where no response to the grievance is given within the time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.
- 9:09 Individual grievances alleging a violation of Article 12:04 (Job Posting) shall be submitted in accordance with the grievance procedure to the department of the posted position.
- 9:10 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 10: DISCHARGE AND DISCIPLINARY ACTION**

- 10:01 A claim by an employee that they have been discharged or suspended without just cause shall be a proper subject for a grievance if a written statement of such grievance is lodged at Step One of the grievance procedure within fifteen (15) working days after the employee receives notice of the discharge or suspension.
- 10:02 An employee who will be disciplined or discharged while at work will be notified of 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 University will send for 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.
- 10:03 Any notice of disciplinary action which is intended to form a part of an employee's employment record shall be given in writing with a copy to the Union. All such notices or records shall be permanently removed from the employee's file when twenty-four (24) months have elapsed since the date of issue, provided there has been no recurrence of a similar infraction.

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

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

Rob Herman  
 Louisa Davie  
 Kevin Burkett  
 Laura Trachuk

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

on the panel are available within six (6) months, the parties will endeavour to agree on another arbitrator who is available within six (6) months of the date of referral to arbitration.

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

- 11:04 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
- 11:05 The Arbitrator shall hear and determine the grievance as filed and their decision shall be final and binding on the parties hereto and the employees.
- 11:06 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.
- 11:07 The parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The parties will otherwise bear their own expense with respect to any arbitration proceedings.
- 11:08 The parties, by mutual agreement, may agree to establish a Board of Arbitration in respect of any grievance submitted for arbitration. In such a case the parties shall each appoint a nominee to the Board of Arbitration and the Chairperson of the Board of Arbitration will be one of the arbitrators set out in Article 11:03 above or such other Chairperson as the two (2) nominees appointed by the parties otherwise agree. The provisions of Articles 11:04, 11:05 and 11:06 apply to a Board of Arbitration. Further, the parties will jointly bear the fees and expenses of the Chairperson on an equal basis. The parties will otherwise bear their own expenses with respect to the arbitration proceedings, including the fees and expenses of the nominee appointed by them.
- 11:09 An arbitrator shall have the right to extend the time limits under Section 48 (16) of the *Labour Relations Act*.
- 11:10 The Employer agrees that the 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 12: STAFFING RELATED ISSUES**

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

the University's opinion such training is needed to perform the employee's duties in the current position.

## Seniority

12:02

- (a) Seniority shall be based on an employee's length of continuous service with the University from the date the employee was most recently hired by the University, calculated as follows:
  - (i) For employees regularly scheduled to work thirty-six and one-quarter ( $36\frac{1}{4}$ ) hours per week or more on an annual basis, expressed in years, weeks, and days;
  - (ii) For all other employees, time actually worked expressed as years, weeks and days, based on seven and one-quarter ( $7\frac{1}{4}$ ) hour days, thirty-six and one-quarter ( $36\frac{1}{4}$ ) hour weeks, and fifty-two (52) weeks per year.
- (b) For clarity, non-probationary staff-appointed University employees from outside the bargaining unit who become covered by the Collective Agreement will have their seniority calculated on the basis of the employee's length of continuous service with the University from the date the employee was most recently covered by this Collective Agreement. Non staff-appointed University employees from outside the bargaining unit (except those in Steelworkers bargaining units) who become covered by the Collective Agreement (except for those employees converted to staff-appointed under Article 2:02) will, after completing the probationary period, have their seniority calculated on the basis of the employee's length of continuous service with the University from the date the employee was most recently appointed under this Collective Agreement.
- (c) For the purposes of Article 12:02(a), vacations and any authorized leave of absence permitted under this agreement will be deemed time actually worked.
- (d) The University shall post a seniority list by January 15 and July 15 of each year. A copy of the seniority list will also be forwarded to the Union, including in an electronic format. Employees shall have the right to challenge the accuracy of their seniority from the date of posting, in which case that employee's seniority will be subject to adjustment if established to be inaccurate. After any such adjustments, the list shall be deemed final for all purposes except in the case of clerical errors.
- (e) An employee who transfers to a position within the University but outside the bargaining unit and returns to the bargaining unit within three (3) years of the effective date of such transfer shall, upon their return, be placed on the seniority list with the seniority they had accrued to the date of transfer. During the employee's time outside the bargaining unit the employee's

name shall not appear on the seniority list. For clarity, this provision shall be used solely for the purpose of establishing the employee's seniority date on the seniority list following the employee's return to the bargaining unit within the three (3) year period.

### **Probationary Period**

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

### **Posting**

12:04

- (a) Where the University decides to fill a vacancy 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. Internal applicants who meet the minimum qualifications will be interviewed and granted time off work with pay to participate in the interview. 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 their application demonstrates that they meet the minimum qualifications for the position, 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, their decision will be reviewed by 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 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.

## **Secondments**

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

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

The employee will return to the continuing position that is being held for them at the end of the temporary leave if the position still exists. The University will provide any training it deems necessary for the employee to resume their duties in the continuing position. If the position is eliminated during the leave, the provisions of Articles 12:05 to 12:11 shall apply.

## **Organizational Change – Elimination of Positions or Involuntary Reduction in Appointment**

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

- (a) The University shall meet with the Union to provide preliminary information in respect of the organizational change when in the University's view sufficient information is known and available regarding the general reasons, nature, anticipated organizational impact and approximate timing of the change.
- (b) A minimum of six (6) weeks notice will be given to all affected employees in the Department, prior to the implementation of the organizational change. Notice shall be given to the affected employee(s) between



Monday and Thursday inclusive. Employees who receive notice of organizational change during a period of pregnancy, primary caregiver/adoption or parental leave will, upon the completion of such leave, receive salary continuance for their full six (6) week notice of organizational change notice period. A copy of such notice shall be provided to the Union at the same time.

At least one (1) week prior to the affected employee(s) being notified, the University shall provide the Union with a list of all employee(s) affected by the organizational change. At that time, the University will meet with the Union to outline the rationale for its decision, 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 12:10 (b).
- (f) For up to eighteen (18) weeks from the time notice is given under Article 12:05 (b), affected employees shall be entitled to utilise 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 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, they shall not be eligible for the layoff provisions.

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

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

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

- (a) 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/adoption or parental leave will, upon the completion of such leave, receive salary continuance for their full six (6) week notice of organizational change notice period. A copy of such notice shall be provided to the Union at the same time.

At least one (1) week prior to the affected employee(s) being notified, the University shall provide the Union with a list of all employee(s) affected by the organizational change. At that time, the University will meet with the Union to outline the rationale for its decision, 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 12:10 (b).
- (f) For up to eighteen (18) weeks from the time notice is given under Article 12:06 (b), affected employees shall be entitled to utilise 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 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 seven (7) days.
- (h) Notwithstanding (a) 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 research program as per (e) above. If the affected employee accepts the reduced appointment, they shall not be eligible for the layoff provisions.

## **Layoff**

12:07

### (a) Temporary Lay-off

In the case of a temporary layoff (i.e., up to thirteen weeks (13) weeks' duration), employees will receive a minimum of two (2) weeks' notice in advance of the date of lay off or pay in lieu thereof, or a combination of both.

### (b) Indefinite Lay-off

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

12:08 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.

12:09 The Union 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.

12:10 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 up to twenty-four (24) months from the date of notice of lay off. Employees in the re-deployment pool may apply for job vacancies as per Article 12:04. Employees in the re-deployment pool who apply for job vacancies at the same or lower job classification than the employee's pre-layoff position have preference over other applicants. Employees in the re-deployment pool who apply to positions at a higher job classification than the employee's pre-layoff position do not have preference over other applicants. In all cases where employees in the re-deployment pool apply for job vacancies at the same or lower classification they are required to note, as part of their application for the position, their re-deployment pool status. Human Resources will receive and review all applications and will forward qualified pool applicants to the hiring Department for first consideration. 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 their 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 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 12:10. Upon returning to the re-deployment pool, the employee shall be placed at the higher of the two (2) pay bands, either the original position or term position where applicable.

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

Pension Plan  
 Group Life and Survivor Income Plan  
 Dental Care Plan  
 Extended Health Care Plan  
 Joint Membership Plan  
 Vision Care Plan  
 Fee Waiver for Dependents

Educational Assistance Provisions 1. 1), 2), 3), 4), 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, 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-employed within twenty-four (24) months from the date of lay off, 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 and receive regular severance pay in accordance with the severance pay schedule set out as Schedule "I" attached hereto.
- (d) Employees on temporary layoff (thirteen (13) weeks or less) may continue coverage for one or more of the benefits set out below (to the extent that

the employee was enrolled in these benefits prior to the date of lay off) for the period of the lay off if the employee prepays monthly, in advance, the employee share of the premium or contribution cost of the benefits. The University will continue to pay the Employer share of the premium cost of the benefits.

Employees who cease employment with the University and elect severance pay effective the date of lay off as per Article 12.10 (a) may continue coverage for one or more of the benefits set out below (to the extent that the employee was enrolled in these benefits prior to the date of lay off), but excluding the Pension Plan, for a period of up to three (3) months from the date the lay-off takes effect if the employee prepays monthly, in advance, the full premium cost (i.e., both the employee and Employer cost) of the benefits.

Group Life and Survivor Income Plan

Dental Care Plan

Extended Health Care Plan

Joint Membership Plan

Vision Care Plan

LTD (available only to employees on sessional /temporary layoff)

No other benefits continue during an indefinite layoff.

12:11 Employees who are laid off and who elect to cease employment shall be entitled to utilize the services of the University's career transition services for up to three (3) months following lay off. The employees who elect to be placed in the redeployment pool shall be entitled to utilize the services of the University's career transition services for up to six (6) months following lay off. The services available include career counselling, computer skills, training support, resume preparation and external job search support.

12:12 An employee shall be deemed terminated and shall lose their seniority standing and their name shall be removed from the seniority list for any one of the following reasons: if the employee:

- (a) Quits;
- (b) Is laid off for a period of more than twenty-four (24) months for employees with five (5) or more years of continuous service or for a period of more than eighteen (18) months for other employees;
- (c) Is absent from work for three (3) consecutive working days without notifying the University within that period, unless the failure to notify is due to circumstances beyond the employee's control;
- (d) Fails to return to work upon the cessation of an authorized leave of absence without the consent of the University, unless the failure to return to work is due to circumstances beyond the employee's control;



- (e) Is in the re-deployment pool and declines a position offered in accordance with Article 12:10(b), following an application for the position;
- (f) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

12:13 The University will provide the Union on a monthly basis (with a compatible electronic copy) a list that identifies employees' name, gender, status (full or part time), job classification, date first entered classification, current rate of pay, email address and latest campus mail address, new hires, quits, layoffs and those in the redeployment pool. On a quarterly basis the University will also provide a list of employees' home addresses.

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

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

12:14 The provisions of Articles 12:05 to 12:11 do not apply to term employees or sessional lay offs of sessional employees unless the term appointment or sessional appointment is terminated prior to the original term or sessional end date as stated in the employee's letter of offer (i.e., due to organizational change).

12:15 No employee who has successfully completed their probationary period shall be laid off as a direct result of contracting out.

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

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

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

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

13:02

- (a) The University may grant a leave of absence without pay and without loss of seniority for up to one (1) year if an employee requests it at least four (4) weeks in advance, in writing, and if the leave is for good reason and does not unduly interfere with operations. Such a leave of absence may

be extended for up to six (6) additional calendar months if there is a good reason for the extension and the University and the Union agree. Any request for an extension of a leave must be made, in writing, prior to the expiration of the initial leave.

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

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

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

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

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

#### **Union Leave**

13:05 Provided the leave will not unduly interfere with operations, the University will grant a leave of absence without pay for up to one (1) year for an employee to assume an official position with the International Union or within the Local Union. A request for such leave will be made in writing by the Union as far in advance as possible, but in any event at least two (2) months prior to the commencement of the requested leave. This leave shall be limited to not more than eight (8) employees from the bargaining unit at any time. For leaves to assume an official position within the Local Union, the University will grant year to year extensions with at least two (2) months written notice prior to the end of the year.

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

The employee will return to their position at the end of the leave if the position still exists. Any training deemed required by the University to fulfil the duties of the position on such return will be provided by the University. If the position is eliminated during the leave the employee will be subject to, and eligible for the provisions of, Articles 12:05 to 12:11.

## **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 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 provides proof that the employee has applied for and 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 pro-rated 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 provides proof that the employee has applied for and 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 their 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 their pregnancy leave as stated in their 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 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 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.
- (f) 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.

## **Parental Leave**

13:07

- (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 employees who take pregnancy leave;
  - (ii) up to thirty-seven (37) weeks of parental leave for all other new parents 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 the employee's pregnancy leave ends or when the baby first comes into custody, care, and control of the birth 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 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 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 earlier than expected, the employee has 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 four (4) weeks' 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.

### **Primary Caregiver Leave and Adoption Leave**

13:08

- (a) Primary Caregiver Leave is available to a parent, other than a 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.
- (b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g. for a birth parent's partner, because the 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).

- (c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.
- (d) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of weekly salary during the 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 provides proof that the employee has applied for and 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 pro-rated 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 provides proof that the employee has applied for and is receiving Employment Insurance 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.
- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation. Eligibility for step and negotiated wage increases also continue during the period of an employee's Primary Caregiver Leave.
- (g) 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*.

### **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.

### **Non-Birth Parent Leave**

13:10 Upon the birth or adoption of a child, a non-birth parent shall be granted up to five (5) days' paid leave of absence.

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

### **Political Leave**

13:11 Employees running for election shall be entitled to a leave of absence with pay upon the following basis:

(a) For election to the Parliament of Canada – one (1) month.

(b) For election to the Legislature of Ontario – one (1) month.

For election to a municipal council or Board of Education – ten (10) working days.

(c) For election to Mayor or Chairman of City/Town/Regional Council – fifteen (15) working days.

Such leave need not be taken on consecutive days.

### **Personal Leave**

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

13:12 An employee may request in advance up to four (4) days or up to 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. 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.



## **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.

## **Compassionate Care Leave**

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

## **ARTICLE 14: BEREAVEMENT LEAVE**

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

## **ARTICLE 15: UNION REPRESENTATIVE**

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

## **ARTICLE 16: BULLETIN BOARDS**

16:01 The University will make available bulletin boards in areas accessible to employees in the workplace for the purpose of posting notices of Union meetings and official Union information. Notices will be signed and posted only by officers

of the Union and will be in keeping with the spirit and intent of this Agreement. The University shall notify the Union of the location of all such bulletin boards and shall provide the Union with keys for any locked bulletin boards.

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

### **Standby Pay**

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

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

### **Call-in Pay**

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

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

## **ARTICLE 18: PAYMENT FOR INJURED EMPLOYEES**

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

## **ARTICLE 19: JURY AND WITNESS DUTY**

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

## **ARTICLE 20: HEALTH AND SAFETY**

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

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

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

The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work in accordance with the *Occupational*

*Health & Safety Statute Law Amendment Act* 2011, c. 11, ss, 1-18, enacted June 1, 2011 where there is an immediate danger to their health and safety or health and safety of others.

20:02

- (a) The Union shall elect or appoint at least one (1) bargaining unit employee as a worker member to 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 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 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) 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.
- (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 Union shall receive copies of all committee reports, and investigations reports from all the committees. The University shall ensure that these materials are provided 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.
- (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.

### **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.

### **Whistleblower Protection**

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

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

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

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

### **Workplace Inspection**

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

## Accommodation/Return to Work

20:06 The University recognizes its duty to accommodate the disabilities of the bargaining unit members under the *Ontario Human Rights Code*.

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

Where the University proposes a particular measure of accommodation, or does not adopt a proposal by an employee / Union of a particular measure of accommodation, the University shall provide the member of the Accommodation Committee with the reasons for the proposal or denial at the Union's request.

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

- (d) The members of the Accommodation Committee will suffer no loss of straight-time pay when meeting with the University on accommodation and/or return to work issues, or for time necessarily spent in the handling of grievances where the committee member is acting in place of a Union Steward.
- (e) Disputes regarding accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Two.
- (f) The employee will be reimbursed for all medical reports related to accommodation that the University may request subsequent to the initially completed University of Toronto Return to Work Form. Reimbursement will be up to the amount as outlined in the Ontario Medical Association's Guidelines.

20:07

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

## **ARTICLE 21: HOLIDAYS**

21:01 The University will observe the following holidays:

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

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

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

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

- 21:04 Any authorized work performed by an employee on any of the above-named holidays shall be paid at the rate of time and one-half (1 ½) in addition to holiday pay.
- 21:05 Presidential Day(s) as designated by the University will be a day off with pay equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday. The eligibility provisions of Article 21:02 apply to Presidential Days. Any authorized work performed by an employee on a Presidential Day shall be paid at the employee's regular straight-time rate, and the employee will receive another day off with regular straight-time pay on a day mutually agreeable to the employee and the employee's supervisor.
- 21:06 The University shall designate the day of observance of the paid holidays set out in Article 21:01 above. Notice will be sent to the Union by the University within a reasonable time period prior to the date of observance of the paid holiday(s). Where a paid holiday falls on a Saturday or a Sunday, the University shall designate a weekday as the day of observance for that holiday. The days of observance for the Christmas/New Year's holidays set out in Article 21:01 will be as set out in Schedule "J" attached hereto and forming part of this Collective Agreement, for the period specified in Schedule "J". Paid holidays observed under Article 21:01 shall be deemed to be hours worked for the calculation of overtime under Article 24:07.

## **ARTICLE 22: VACATION WITH PAY**

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

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

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

For clarity, an employee who commenced work on April 30, 1994, and who had no outstanding vacation credits as of May 1, 1999, will accumulate eleven (11)



days of paid vacation credits as of December 31, 1999 (sixty-eight (68) months' service, monthly accrual rate of 1.33 days per month). The period from May 1, 1999 to December 31, 1999 is eight (8) months, therefore vacation credit calculation is  $8 \times 1.33 = 10.64$  days. The employee is entitled to take vacation to a maximum of 10.5 days as they are earned during this eight (8) month period. The remaining entitlement (0.14 day) shall be carried forward.

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

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

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

The University shall not unilaterally schedule vacation of less than five (5) consecutive days without the consent of the employee, or less than four (4) consecutive days where a paid holiday falls within the five (5) consecutive day period.

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

22:05 For the purpose of this Article, a vacation year shall be based on an employee's employment anniversary date. Vacation credits are to be used on a year to year basis by employees to take vacation and are not normally to be accumulated beyond an employee's annual entitlement. Employees may carry forward vacation credits in excess of the employee's annual entitlement to a maximum of five (5) additional days without written approval of the Department or Division Head. Employees may carry forward a further five (5) days for a total of ten (10) days with the written approval of the Department or Division Head. "For example, an employee with less than sixty (60) months' continuous service earns fifteen (15) days of vacation credit. The employee may carry forward five vacation days from a previous vacation year for a total of twenty (20) vacation days or ten (10) vacation days with written approval for a total of twenty-five (25). Any other

accumulated vacation days not carried forward to the next vacation year shall be paid out prior to the last pay period of each year.”

22:06 While on vacation an employee will receive regular straight time pay.

22:07 If a Holiday under Article 21:01, or a Presidential Day, falls during an employee’s vacation period, the employee will not be required to use any vacation credit to cover the holiday.

22:08 Employees who work on a sessional basis and who do not take vacation time but rather earn vacation pay on the basis set out below, and whose vacation pay accumulated in each pay period during the session shall be paid out any accumulated vacation pay at the pay period immediately preceding the employee’s sessional layoff or any earlier pay period upon two pay periods’ written notice.

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

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

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

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

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

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

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

## **ARTICLE 23: WAGES**

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

### **Temporary Transfers**

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

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

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

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

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

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

24:02 Regular hours of work for full time employees are thirty-six and one-quarter ( $36\frac{1}{4}$ ) hours per week (thirty-three and three-quarters ( $33\frac{3}{4}$ ) hours per week during July and August).

The University will provide a minimum of six (6) weeks' notice of an impending change of an employee's regular hours of work (e.g., a change in starting time, etc.).

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

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

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

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

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

## **Overtime**

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

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

24:07 Employees who perform work in excess of thirty-six and one-quarter ( $36\frac{1}{4}$ ) hours in a work week will be paid at the rate of time and one-half the employee's regular rate of pay for authorized hours worked beyond thirty-six and one-quarter ( $36\frac{1}{4}$ ), it being understood that overtime pay will not apply unless or until the time worked is at least one-quarter (15 minutes) hour more than the employee's regular hours of work in a day.

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

## **Banking Hours**

24:08

(a) The University will maintain an "overtime bank" for each employee consisting of a record of periods of authorized overtime worked which an

employee may take as lieu time off, which overtime bank may not at any time exceed 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 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.

### **Meal Allowance**

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

### **No Pyramiding**

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

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

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

## **ARTICLE 25: GENERAL**

- 25:01 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plurality is applicable.
- 25:02 The parties agree to finalize the renewal Collective Agreement within six (6) months of the date of its ratification. Printing and distribution of this Agreement will be the University's responsibility. The Employer will also supply the Union with four hundred (400) copies of the Agreement. In the interest of environmental conservation, the Collective Agreement will be posted on the University's Human Resources and Equity website and the USW Local 1998 website and the link to said website will be provided to all employees in the bargaining unit. Upon request, printed copies of the agreement shall be made available to employees at the divisional Human Resources Offices.
- 25:03 Employees must provide written confirmation to the University of their mailing address and telephone number and must notify the University in writing of any change in the employee's mailing address or telephone number. The University shall be entitled to rely upon the last address and telephone number furnished by the employee for all purposes.
- 25:04 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director, Labour Relations or designate, University of Toronto, 215 Huron Street, 8<sup>th</sup> floor, Toronto, Ontario M5S 1A2, and the Staff Representative or designate, United Steelworkers, 25 Cecil Street, Toronto, Ontario, M5T 1N1.

## **ARTICLE 26: PENSION AND BENEFITS**

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

## **ARTICLE 27: SICK LEAVE**

- 27:01 Sick leave is defined as absence because of an employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable. The purpose of sick leave is to provide against loss of earnings for employees who are prevented by sickness or accident from performing their duties.
- 27:02 Upon completion of their probationary period, employees are eligible for sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury. Employees shall be eligible for up to three (3) days of sick leave during the probationary period.

- 27:03 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work.
- 27:04 An employee may, with prior warning, be required by the University to provide a doctor's certificate certifying that the employee is unable to carry out their normal duties due to illness.
- 27:05 An employee who is hospitalized or confined by order of a doctor during their vacation period will be allowed to draw sick leave with pay for the period of time for which they are hospitalized or confined providing that the employee furnishes proof of such hospitalization or confinement to their supervisor. The employee will be allowed to reschedule that portion of vacation during which they were hospitalized or confined at a later date mutually agreeable to the employee and the employee's supervisor.

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

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

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

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

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

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

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

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

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

These days are not “Holidays” for any purpose under the Collective Agreement, including Article 21: Holidays or Schedule “J” – Holidays.

### **ARTICLE 31: UNIFORMS**

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

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

32:01 An employee may review their 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 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.

### **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 their supervisor. The University will grant, upon request by the employee a minimum of 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.

#### **ARTICLE 34: COACHING LETTERS**

34:01 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.

#### **ARTICLE 35: TERMINATION**

35:01 This Agreement shall be effective from July 1, 2017 and shall continue in effect up to and including the 30<sup>th</sup> 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.

35:02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 35:01, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

**IN WITNESS WHEREOF** each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on September 3, 2017.

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:**

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*Vice-President, Human Resources & Equity*

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*Secretary of Governing Council*

**AND**

**UNITED STEELWORKERS**

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*Staff Representative, Omero Landi*

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*President, Colleen Burke*

## **SCHEDULE A: SALARY**

Effective July 1, 2017, a 1.80 percent ATB increase to the June 30, 2017 salary scales.  
 Effective July 1, 2018, a 2.00 percent ATB increase to the June 30, 2018 salary scales.  
 Effective July 1, 2019, a 2.00 percent ATB increase to the June 30, 2019 salary scales.

### Notes to Salary Schedule

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

and will not form part of an employee's compensation or remuneration for any purposes under the Collective Agreement, benefit, or pension plans.

- (7) University decisions with respect to paragraphs 4, 5 or 6 above are within the sole discretion of the University and in no case shall an arbitrator or board of arbitration have the jurisdiction to make or order any movement or placement on the grid as per paragraphs 4 or 5 or any payments as per paragraph 6.
- (8) The University will, on a quarterly basis, advise the Union in writing of any grid placements as per paragraphs 4 or 5 above or any payments as per paragraph 6 above.

### July 1, 2017

PSG	HIRERATE	STEP01	STEP02	STEP03	STEP04	STEP05	STEP06	STEP07	STEP08
1	34138	35504	36924	38402	39552	40741	41960	42801	43656
2	36249	37700	39206	40776	41999	43260	44557	45447	46357
3	38492	40031	41630	43296	44596	45934	47312	48258	49225
4	40871	42508	44207	45975	47354	48774	50237	51242	52268
5	43399	45135	46939	48818	50282	51790	53345	54411	55499
6	46083	47926	49843	51836	53391	54993	56642	57776	58931
7	48930	50890	52924	55040	56693	58394	60144	61347	62575
8	51957	54036	56197	58446	60197	62005	63863	65141	66445
9	55169	57376	59671	62058	63922	65838	67812	69169	70552
10	58583	60925	63363	65897	67873	69909	72007	73447	74916
11	62204	64693	67280	69971	72071	74232	76459	77989	79547
12	66051	68692	71441	74298	76528	78824	81189	82811	84468
13	70134	72941	75860	78892	81260	83698	86208	87934	89691
14	74470	77451	80548	83769	86282	88871	91539	93369	95237
15	79076	82241	85529	88951	91619	94367	97199	99142	101125
16	83966	87325	90818	94451	97284	100204	103210	105273	107378
17	89160	92726	96435	100292	103301	106400	109592	111782	114019
18	94672	98459	102396	106494	109688	112979	116368	118695	121069
19	100527	104548	108729	113078	116471	119966	123564	126035	128554
20	106744	111012	115453	120072	123673	127382	131205	133830	136504

**July 1, 2018**

PSG	HIRERATE	STEP01	STEP02	STEP03	STEP04	STEP05	STEP06	STEP07	STEP08
1	34821	36214	37662	39170	40343	41556	42799	43657	44529
2	36974	38454	39990	41592	42839	44125	45448	46356	47284
3	39262	40832	42463	44162	45488	46853	48258	49223	50210
4	41688	43358	45091	46895	48301	49749	51242	52267	53313
5	44267	46038	47878	49794	51288	52826	54412	55499	56609
6	47005	48885	50840	52873	54459	56093	57775	58932	60110
7	49909	51908	53982	56141	57827	59562	61347	62574	63827
8	52996	55117	57321	59615	61401	63245	65140	66444	67774
9	56272	58524	60864	63299	65200	67155	69168	70552	71963
10	59755	62144	64630	67215	69230	71307	73447	74916	76414
11	63448	65987	68626	71370	73512	75717	77988	79549	81138
12	67372	70066	72870	75784	78059	80400	82813	84467	86157
13	71537	74400	77377	80470	82885	85372	87932	89693	91485
14	75959	79000	82159	85444	88008	90648	93370	95236	97142
15	80658	83886	87240	90730	93451	96254	99143	101125	103148
16	85645	89072	92634	96340	99230	102208	105274	107378	109526
17	90943	94581	98364	102298	105367	108528	111784	114018	116299
18	96565	100428	104444	108624	111882	115239	118695	121069	123490
19	102538	106639	110904	115340	118800	122365	126035	128556	131125
20	108879	113232	117762	122473	126146	129930	133829	136507	139234

**July 1, 2019**

PSG	HIRERATE	STEP01	STEP02	STEP03	STEP04	STEP05	STEP06	STEP07	STEP08
1	35517	36938	38415	39953	41150	42387	43655	44530	45420
2	37713	39223	40790	42424	43696	45008	46357	47283	48230
3	40047	41649	43312	45045	46398	47790	49223	50207	51214
4	42522	44225	45993	47833	49267	50744	52267	53312	54379
5	45152	46959	48836	50790	52314	53883	55500	56609	57741
6	47945	49863	51857	53930	55548	57215	58931	60111	61312
7	50907	52946	55062	57264	58984	60753	62574	63825	65104
8	54056	56219	58467	60807	62629	64510	66443	67773	69129
9	57397	59694	62081	64565	66504	68498	70551	71963	73402
10	60950	63387	65923	68559	70615	72733	74916	76414	77942
11	64717	67307	69999	72797	74982	77231	79548	81140	82761
12	68719	71467	74327	77300	79620	82008	84469	86156	87880
13	72968	75888	78925	82079	84543	87079	89691	91487	93315
14	77478	80580	83802	87153	89768	92461	95237	97141	99085
15	82271	85564	88985	92545	95320	98179	101126	103148	105211
16	87358	90853	94487	98267	101215	104252	107379	109526	111717
17	92762	96473	100331	104344	107474	110699	114020	116298	118625
18	98496	102437	106533	110796	114120	117544	121069	123490	125960
19	104589	108772	113122	117647	121176	124812	128556	131127	133748
20	111057	115497	120117	124922	128669	132529	136506	139237	142019

## **SCHEDULE B: PENSION PLAN**

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

\*\*\*\*\*

## **SCHEDULE C: LONG-TERM DISABILITY PLAN**

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

\*\*\*\*\*

## **SCHEDULE D: GROUP LIFE AND SURVIVOR INCOME PLAN**

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

\*\*\*\*\*

## **SCHEDULE E: DENTAL CARE PLAN**

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

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

\*\*\*\*\*

## **SCHEDULE F: EXTENDED HEALTH CARE PLAN**

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

\*\*\*\*\*

## **SCHEDULE G: JOINT MEMBERSHIP PLAN**

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

\*\*\*\*\*

## **SCHEDULE H: VISION CARE PLAN**

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

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

\*\*\*\*\*

## **CHANGE IN BENEFIT PLANS/CARRIER**

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

\*\*\*\*\*

**SCHEDULE I: SEVERANCE PAY**

## Severance Schedule

Continuous Years of Service at Date of Layoff	Enhanced Severance Pay  Effective Date of Layoff	leaving the re-deployment pool early, as follows:		
		0 - 6 months	6-12 months	12+ months
(years)	(weeks)	(weeks)	(weeks)	(weeks)
0	0	0	0	0
1	2	0	0	0
2	4	0	0	0
3	6	1	1	1
4	8	3	2	2
5	11	7	6	6
6	13	9	7	7
7	15	11	8	8
8	18	13	9	9
9	20	15	12	10
10	26	17	13	11
11	28	19	14	12
12	30	21	16	13
13	32	23	18	15
14	34	25	20	17
15	38	27	22	19
16	42	29	24	21
17	46	31	26	23
18	48	33	28	25
19	50	35	30	27
20	53	37	32	29
21	56	39	34	31
22	57	41	36	33
23	58	43	38	35
24	59	45	40	37
25	60	46	42	39
26	61	47	43	41
27	62	48	44	43
28	63	49	45	45
29	64	50	47	47
30+	65	52	52	52

\*\*\*\*\*



## **SCHEDULE J: HOLIDAYS**

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

### **December 2017 to January 2018**

Thursday, December 21, 2017	Day of Closure
Friday, December 22, 2017	Day before Christmas Day
Monday, December 25, 2017	Christmas Day, Statutory Holiday
Tuesday, December 26, 2017	Boxing Day, Statutory Holiday
Wednesday, December 27, 2017	Day of Closure
Thursday, December 28, 2017	Day of Closure
Friday, December 29, 2017	Day before New Year's Day
Monday, January 1, 2018	New Year's Day, Statutory Holiday
Tuesday, January 2, 2018	Presidential Holiday

### **December 2018 to January 2019**

Monday, December 24, 2018	Day before Christmas Day
Tuesday, December 25, 2018	Christmas Day, Statutory Holiday
Wednesday December 26, 2018	Boxing Day, Statutory Holiday
Thursday December 27, 2018	Day of Closure
Friday December 28, 2018	Day of Closure
Monday December 31, 2018	Day before New Year's Day
Tuesday January 1, 2019	New Year's Day, Statutory Holiday
Wednesday January 2, 2019	Day of Closure
Thursday January 3, 2019	Presidential holiday
Friday January 4, 2019	Presidential holiday

### **December 2019 to January 2020**

Monday, December 23, 2019	Day of Closure
Tuesday, December 24, 2019	Day before Christmas Day
Wednesday December 25, 2019	Christmas Day, Statutory Holiday
Thursday December 26, 2019	Boxing Day, Statutory Holiday
Friday December 27, 2019	Day of Closure
Monday December 30, 2019	Day of Closure
Tuesday December 31, 2019	Day before New Year's Day
Wednesday January 1, 2020	New Year's Day, Statutory Holiday
Thursday January 2, 2020	Presidential holiday
Friday January 3, 2020	Presidential holiday

\*\*\*\*\*

## EARLY RETIREMENT BRIDGE BENEFIT OUTSIDE OF THE PENSION PLAN

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

Effective for retirements on or after December 31, 2017 up to and including March 31, 2020

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

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

### Option 1: Monthly Annuity

Completed Years of Continuous Service	Annual Amount	Monthly Amount
Amount per year of continuous employment service	\$220	\$18
16	\$3,520	\$293
17	\$3,740	\$312
18	\$3,960	\$330
19	\$4,180	\$348
20	\$4,400	\$367
21	\$4,620	\$385
22	\$4,840	\$403
23	\$5,060	\$422
24	\$5,280	\$440
25	\$5,500	\$458
26	\$5,720	\$477
27	\$5,940	\$495
28	\$6,160	\$513
29	\$6,380	\$532
30	\$6,600	\$550
30+	\$6,600	\$550

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

### Option 2: Lump Sum (Available at Early Retirement Date)

1	2	3	4	5
Complete years of payments to age 65 *				
\$3,451				
\$3,667	\$7,050			
\$3,882	\$7,465	\$10,771	\$13,810	
\$4,098	\$7,879	\$11,369	\$14,577	\$17,519
\$4,314	\$8,294	\$11,967	\$15,344	\$18,441
\$4,529	\$8,709	\$12,566	\$16,112	\$19,363
\$4,745	\$9,123	\$13,164	\$16,879	\$20,285
\$4,961	\$9,538	\$13,762	\$17,646	\$21,207
\$5,176	\$9,953	\$14,361	\$18,413	\$22,129
\$5,392	\$10,368	\$14,959	\$19,180	\$23,051
\$5,608	\$10,782	\$15,558	\$19,948	\$23,973
\$5,824	\$11,197	\$16,156	\$20,715	\$24,895
\$6,039	\$11,612	\$16,754	\$21,482	\$25,817
\$6,255	\$12,026	\$17,353	\$22,249	\$26,739
\$6,471	\$12,441	\$17,951	\$23,017	\$27,661
\$6,471	\$12,441	\$17,951	\$23,017	\$27,661

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

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

## LETTER OF AGREEMENT

September 11, 2017

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

Dear Mr. Landi,

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

Dated at Toronto this 11th day of September 2017

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Kelly Hannah-Moffat, University of Toronto

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Omero Landi, United Steelworkers

**LETTER OF UNDERSTANDING: SCHEDULE A (SALARY)**

September 11, 2017

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

Dear Mr. Landi,

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

Dated at Toronto this 11th day of September 2017

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Kelly Hannah-Moffat, University of Toronto

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Omero Landi, United Steelworkers

## LETTER OF UNDERSTANDING: EMAIL ADDRESSES

September 11, 2017

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

Dear Mr. Landi,

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

Dated at Toronto this 11th day of September 2017

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Kelly Hannah-Moffat, University of Toronto

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Omero Landi, United Steelworkers

**LETTER OF UNDERSTANDING: PARTICIPATION IN UNIVERSITY  
COMMITTEES AND OTHER COLLEGIAL ACTIVITIES**

September 11, 2017

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

Dear Mr. Landi,

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

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

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

Yours truly,

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

**LETTER OF UNDERSTANDING: UNION MEETINGS**

September 11, 2017

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

Dear Mr. Landi,

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

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

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

Yours truly,

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

**LETTER OF UNDERSTANDING: EMPLOYMENT EQUITY**

September 11, 2017

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

Dear Mr. Landi,

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

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

Yours truly,

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



## **LETTER OF UNDERSTANDING: MEETING SPACE AT UTM AND UTSC**

September 11, 2017

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

Dear Mr. Landi,

The University will provide a workspace with a data source (usage to be paid for by the Union) at each of UTSC and UTM. Said workspace may be shared with another bargaining unit.

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,

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

## **LETTER OF INTENT: TUITION WAIVER FOR DEPENDANTS**

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

## **INTRODUCTION**

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

## **TERMS OF REFERENCE**

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

For the purposes of this policy:

“Dependant” shall include the natural, legally adopted, step or foster child the employee or employee’s spouse, who is dependent on the employee or spouse for financial support;

Spouse shall mean spouse as defined in the *Ontario Human Rights Code* as amended by the *Spousal Relationship Statute Law Amendment Act, 2005*.

“Academic tuition fee” by definition excludes application, registration, service, examination and other incidental fees.

## **ELIGIBILITY**

This benefit is available to:

Staff members of the University, who are full-time or part-time of twenty-five percent (25%) or more, or sessionals. In the case of part-time staff members, the benefit will be pro-rated in accordance with the part-time appointment.

Staff members on approved leave of absence, who are maintaining enrolment in benefit programmes.

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

## **PROVISIONS**

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

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

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

Programmes in the following areas are also not eligible:

- Royal Conservatory of Music
- School of Continuing Studies
- Woodsworth College Diplomas

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

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

## **LETTER OF INTENT: EDUCATIONAL ASSISTANCE**

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

## **INTRODUCTION**

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

## **TERMS OF REFERENCE**

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

## **ELIGIBILITY**

Bargaining unit employees holding administrative staff appointments whether full-time, part-time of twenty-five (25) percent or more, or sessional are eligible. In the case of part-time staff members, for the first three (3) years' continuous service, the funding is pro-rated in accordance with the part-time appointment.

## **PROVISIONS**

1. One hundred (100) percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking:

- 1) A University of Toronto degree course, up to and including flex-time PhD Programs and part-time Doctoral studies. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee. For Master's level programmes, flex-time PhD Programs and part-time Doctoral studies the tuition waiver shall be limited to the part-time programme fee or three thousand (\$3,000) dollars per academic year, whichever is less. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or three thousand (\$3,000) dollars per year, so long as the employee has already received a tuition waiver under this policy; or
- 2) a University of Toronto course taken as part of the "academic bridging" programme; or
- 3) a University of Toronto course taken as a "special student"; or

- 4) a diploma or certificate programme offered through Woodsworth College or other University of Toronto academic divisions, for which students are registered as University of Toronto students and receive diploma at Convocation in accordance with the University Policy on Diploma and Certificate Programmes. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee.
- 5) courses offered by the School of Continuing Studies that are work or job related, up to a maximum of 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 four (4) courses per academic year.

Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Department Head is obtained and alternative work arrangements are made.

## 2. Fifty (50) percent Tuition Reimbursed

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

- 1) Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire.
- 2) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of their present job or directly related to their potential career. Individual courses, even though unrelated, will qualify provided they are a part of an eligible certificate, diploma or degree programmes.

## LETTER OF INTENT: OISE AND FORMER GROUP “C” VACATION ENTITLEMENT

September 11, 2017

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

Dear Mr. Landi,

Notwithstanding Article 22:01:

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

Yours truly,

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



**LETTER OF INTENT: SESSIONAL LAYOFFS FACULTY OF DENTISTRY**

September 11, 2017

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

Dear Mr. 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,

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

## LETTER OF INTENT: EMPLOYMENT OF STUDENTS IN CASUAL POSITIONS

September 11, 2017

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

Dear Mr. Landi,

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

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

Yours truly,

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

**LETTER OF INTENT: TRADES AND UTILITIES HEALTH & SAFETY  
COMMITTEE**

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

## **LETTER OF INTENT: UNIFORMS, FACULTY OF DENTISTRY**

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

**LETTER OF INTENT: FLAG PROTOCOL & INTERNATIONAL DAY OF MOURNING**

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

## **LETTER OF INTENT: HEALTH AND SAFETY RELEASE TIME**

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

## **LETTER OF INTENT: PUBLIC TRANSIT SUBSIDY**

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

## LETTER OF INTENT: SELF-FUNDED LEAVE PLAN

September 11, 2017

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

Dear Mr. Landi,

### **Purpose**

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

### **Eligibility**

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

### **Application**

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

### **Terms and Conditions**

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

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



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

### **Payment of the Deferred Salary**

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

### **Return from Leave**

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

### **Benefits Continuation**

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

### **Withdrawal**

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

This Plan is subject to Canada Revenue Agency approval.

Yours truly,

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

## **LETTER OF INTENT: CAMPUS MAIL - COMMUNICATIONS**

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

## **LETTER OF INTENT: USE OF TEMPORARY OFFICE STAFFING AGENCIES**

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

**LETTER OF INTENT: RE: BIOMETRICS**

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

**LETTER OF INTENT: CAREER DEVELOPMENT & TALENT RETENTION**

September 11, 2017

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

Dear Mr. 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. The parties agree that the Working Group will meet on a quarterly basis.

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,

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

## **LETTER OF INTENT: COMPLAINTS BASED UPON ALLEGED BREACH OF CIVILITY GUIDELINES, AND/OR GUIDELINES ON DISCRIMINATION AND DISCRIMINATORY HARASSMENT**

September 11, 2017

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

Dear Mr. 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:

- 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 Union and University investigators will meet when the investigation is complete and attempt to reach a joint conclusion on the allegations.
- If the mandate for the investigation included the production of a written report, the University investigator will write the report 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 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 Union will be provided with up to one hour during the initial investigator training program to meet with investigators, including presenting any training material developed by the Union, and will be provided with an opportunity thereafter to meet with and present to any newly appointed investigator. The University reserves the right to have a management representative present at such meetings.

The University will provide the Union with the list of trained investigators 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 they intend 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 they will follow in the investigation and will inform the parties accordingly.

### **Investigation Outcome**

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

Yours truly,

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



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

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

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

September 11, 2017

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

Dear Mr. Landi,

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

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

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

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

Yours truly,

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

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

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

## LETTER OF INTENT: NON-CONFORMING HOURS OF WORK

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

## LETTER OF INTENT: INTERNSHIP POSITIONS

September 11, 2017

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

Dear Mr. 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, 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 12:11 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 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,

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

## LETTER OF INTENT: SUSTAINABILITY COMMITTEE

September 11, 2017

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

## **LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE**

September 11, 2017

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

## LETTER OF AGREEMENT: IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES

September 11, 2017

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



## APPENDIX A: EXCLUDED POSITIONS

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

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## APPENDIX B: EMPLOYEES FROM FORMER GROUP “C” WITH FEWER THAN TEN YEARS’ SERVICE

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

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## **APPENDIX C: STAFF-APPOINTED EMPLOYEE CHILD-CARE BENEFIT PLAN**

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

- h. Payments to be made by the University under this plan shall be paid solely out of the general operating monies of the University. The University shall not be required to contribute or set aside any amounts to a separate fund or account to satisfy its obligations under this plan, or otherwise secure its obligations under this plan. The value of the annual eligible claims under this plan shall not exceed \$1,000,000. If, in a given year, the value of the eligible claims under this plan is greater than \$1,000,000, all claims will be reimbursed on a pro-rated basis. If, in a given year, the total value of the eligible claims under this plan is less than \$1,000,000, the maximum amount available per child (\$2,000) will be proportionately increased to spend the entire \$1,000,000 pool.

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

## **APPENDIX X: SCHOOL OF CONTINUING STUDIES – ENGLISH LANGUAGE PROGRAM**

### COLLECTIVE AGREEMENT

For the “School of Continuing Studies – English Language Program” Bargaining Unit

- BETWEEN -

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

- AND -

**THE UNITED STEELWORKERS**

Term of Agreement: July 1, 2017 to June 30, 2020

**COLLECTIVE AGREEMENT ENTERED INTO** at the City of Toronto, in the Province of Ontario, as of September 11, 2017.

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

Article 12:14 Layoff

Article 17: Standby and Call-In Pay

Article 22:08 (Vacation – Sessional Employees)

Article 31: Uniforms

Letter of Agreement

Letter of Understanding: Meeting Space at UTM and UTSC

Letter of Intent: OISE and Former Group “C” Vacation Entitlement

Letter of Intent: Sessional Layoffs, Faculty of Dentistry

Letter of Intent: Employment of Students in Casual Positions

Letter of Intent: Trades and Utilities Health & Safety Committee

Letter of Intent: Uniforms, Faculty of Dentistry

Letter of Intent: Use of Temporary Office Staffing Agencies

Letter of Intent: Career Development & Talent Retention

Appendix B: Employees From Former Group “C” With Fewer Than Ten Years’ Service

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

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

## **ARTICLE 2: RECOGNITION AND SCOPE**

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

- (1) Persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations, attached as Appendix A hereto.
- (2) A. Academic staff including but not limited to:
  - (i) members of faculty at all professorial ranks;
  - (ii) academic administrators as defined on the date of application for certification in the 1995 "Policies for Academic Staff and Librarians" under the Policy on Appointment of Academic Administrators at code number 3.01.01;
  - (iii) librarians;
  - (iv) status only appointments;
  - (v) visiting academic appointments;
  - (vi) senior tutors;
  - (vii) tutors;
  - (viii) lecturers;
  - (ix) special lecturers;
  - (x) instructors, save and except full time staff appointed ESL instructors employed at the School of Continuing Studies English Language Program who are represented by the Union by virtue of the certificate issued by the Ontario Labour Relations Board on October 2, 2008;
  - (xi) scholars and fellows;
  - (xii) sessional appointments;
  - (xiii) persons hired to teach on stipend;
  - (xiv) clinicians.
- B. Research Associates.
- C. Athletic instructors and coaches.
- (3) Engineers, doctors, dentists, architects or lawyers entitled to practise in Ontario and who are employed in a professional capacity.
- (4) Persons who are non staff-appointed.
- (5) Persons for whom any other trade union held bargaining rights under the *Labour Relations Act* as of May 29, 1998.

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

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

- (a) Notwithstanding the provisions of 2:01(4), the following type of non-staff appointed employees covered by the USW Local 1998 Casual Collective Agreement Appendix for ESL Instructors within the English Language Program, School of Continuing Studies will, if they satisfy the criteria set out in (1) below, be deemed to be non-probationary staff appointed employees covered by the applicable terms and conditions of this Appendix. The parties agree that only employees meeting the criteria set out in (1) below will convert; positions will not convert. The parties agree that ESL Instructors within the English Language Program, School of Continuing Studies, are a closed group to which no other non-staff appointed employees could be added, other than by the express written agreement of the parties to amend this Article, and the parties do not intend that an arbitrator has the jurisdiction to expand the type of employees beyond that specifically set out below:
- (1) Persons who have worked as an ESL Instructor carrying a full course work load in the full-time program within the English Language Program, School of Continuing Studies under the Appendix X provisions of the USW Local 1998 Casual Collective Agreement, and who have completed one hundred thirty-two (132) weeks of work within a five (5) year period will, at that time, become covered by the terms and conditions of this Appendix. Work to be included in the counting of one hundred thirty-two (132) weeks will not include work performed at less than a full course load.
  - (2) Seniority for a non-staff appointed employee converted to staff-appointed status as under paragraph (1) above will be calculated based on the date the employee commenced casual employment qualifying under paragraph (1) above (i.e. one hundred thirty-two (132) weeks prior to conversion).
  - (3) Subject to paragraphs (1) and (2) above there is one (1) type of staff appointed employee covered by this Appendix:
    - (a) Continuing employees have no predetermined end date and hold positions that are considered by the employing unit as part of the staff complement of the unit.
    - (b) For casuals who have been employed for at least thirteen (13) weeks and who take pregnancy, primary caregiver, adoption and/or parental leaves, the leave time will not count towards their five (5) year period. At the end of their leave, the five (5) year clock will resume.

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

### **ARTICLE 3: RELATIONSHIP**

#### Information – New Hires

3:08 On the date of hire, the University shall advise each new employee of the name of 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, during non-contact hours. This two and one half (2 ½) hours referred to will also include travel time, if any, involved in attending such meeting. These meetings shall be arranged in the following manner:

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

3:10 The University shall, on a monthly basis, provide the Union with a list of all new hires, along with their job classification, rate of pay, status (full/part-time) and campus mail address.

3:11 The Employer shall prepare and conduct an orientation training program for all new staff-appointed ESL Instructors. Attendance at such training sessions shall be mandatory, and shall be deemed to be time worked.

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

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

7:02 The University agrees to recognize one (1) Chief Steward, appointed or otherwise selected by the Union, to represent employees in the handling of grievances in the following sectors:

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

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

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

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

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

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

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



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

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

### Probationary Period

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

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

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

### Organizational Change

#### 12:05 & 12:07

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

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

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

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

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

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

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

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

### Leave of Absence Without Pay

13:02

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

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

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

### Union Convention or Conference Leave

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

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

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

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

#### Union Leave

13:05 Provided the leave will not unduly interfere with operations, the University will grant a leave of absence without pay for up to one (1) year for an employee to assume an official position with the International Union or within the Local Union. A request for such leave will be made in writing by the Union as far in advance as possible, but in any event at least two (2) months prior to the commencement of the requested leave. This leave shall be limited to not more than seven (7) employees from the bargaining unit at any time. For leaves to assume an official position within the Local Union, the University will grant year to year extensions with at least two (2) months written notice prior to the end of the year.

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

The employee will return to their position at the end of the leave if the position still exists. Any training deemed required by the University to fulfil the duties of the position on such return will be provided by the University. If the position is eliminated during the leave the employee will be subject to, and eligible for the provisions of, Articles 12:05 to 12:11.

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

#### Personal Leave

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

13:12 An employee may request in advance up to four (4) days or up to 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. Examples of personal leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, or stepping-in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave, writing examinations, volunteer activities, and attending to emergency situations.

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

13:13 In arranging these leaves, both the best interests of the University as well as the interests of the employee shall be considered. It is anticipated that the employee will schedule leaves, where possible, so as to minimize the disruption to the operations of the employing department.

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

#### Health Care Appointments

13:14 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.

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

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

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

### **ARTICLE 21: HOLIDAYS**

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

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

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

## **ARTICLE 22: VACATION WITH PAY**

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

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

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  $8 \times 1.33 = 10.64$  days. The employee is entitled to take vacation to a maximum of 10.5 days as they are earned during this eight (8) month period. The remaining entitlement (0.14 day) shall be carried forward.

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

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

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

22:05 For the purpose of this Article, a vacation year shall be based on an employee's employment anniversary date. Vacation credits are to be used on a year to year basis by employees to take vacation and are not normally to be accumulated beyond an employee's annual entitlement.

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

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

### Part-Time Status for Family Care

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

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

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

## **ARTICLE 25: GENERAL**

25:02 The parties agree to finalize the renewal Collective Agreement within six (6) months of the date of its ratification. Printing and distribution of this Appendix will be the University's responsibility. The Employer will also supply the Union with twenty-five (25) copies of the Appendix. In the interest of environmental conservation, the Collective Agreement will be posted on the University's Human Resources and Equity website and the USW Local 1998 website and the link to said website will be provided to all employees in the bargaining unit. Upon request, printed copies of the Appendix shall be made available to employees at the divisional Human Resources Offices.

## **ARTICLE 32: PERSONNEL FILE**

32:01 An employee may review their personnel file, provided that two (2) working days prior notice is given to the ELP office of the School of Continuing Studies. The employee is entitled to be accompanied by a Union Representative for up to one (1) an hour to review the personnel file during non-contact hours.

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

## **ARTICLE 33: PROFESSIONAL DEVELOPMENT**

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

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

Staff development activities should take place within the framework of a jointly agreed upon career development plan between the employee and their supervisor. The University will grant, upon request by the employee a minimum of 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

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

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.

**ARTICLE 35: OFFICE FACILITIES**

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

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

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

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

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

## **LETTER OF UNDERSTANDING: UNION MEETINGS**

September 11, 2017

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

Dear Mr. Landi,

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

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

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

Yours truly,

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

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

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

September 11, 2017

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

Dear Mr. Landi,

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

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

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

Yours truly,

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

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## **LETTER OF INTENT: HEALTH AND SAFETY RELEASE TIME**

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

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

## **LETTER OF UNDERSTANDING: LEAVE OF ABSENCE WITHOUT PAY**

September 11, 2017

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

Dear Mr. Landi,

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

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

Yours truly,

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

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

## **LETTER OF UNDERSTANDING: SCHEDULING**

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

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

## **LETTER OF UNDERSTANDING: REDUCTION TO PARTIAL WORKLOAD**

September 11, 2017

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

Dear Mr. Landi,

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

Yours truly,

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

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