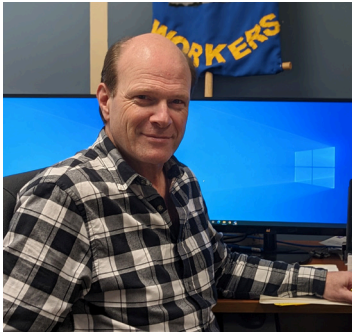


U of T Staff- Appointed Unit

Contract 2023-2026



TENTATIVE AGREEMENT HIGHLIGHTS



John Ankenman
 USW Local 1998 President

PRESIDENT'S MESSAGE

Since its first contract was ratified in 2000, the U of T Staff Appointed Unit has led the way in collective bargaining, not only in our local, but across the University. The tentative agreement that is in front of you

for your consideration continues that tradition. It is the result of the work of many individuals coming together in collective action. It is also the result of the growing solidarity within our local as we move from strength-to-strength year after year.

Along with significant wage and health care/educational assistance/child care benefit increases, the tentative agreement contains improvements in work-life balance provisions, such as personal days and the alternative work arrangements process. For the first time, we

have successfully introduced language into the collective agreement that deals with workload concerns. In addition to the improvements that were negotiated, the Union successfully fended off several concessions proposed by the University.

Like the rest of your negotiating team, I am recommending ratification of the tentative agreement.

In Solidarity,
 John Ankenman (*he/him*)
 USW Local 1998 President



Tamara Vickery
U of T Staff-Appointed
Unit President &
USW Local 1998
Vice-President

UNIT PRESIDENT'S MESSAGE

We know all too well the negative effects that the Provincial Government's Bill 124 had on our membership. This legislation, subsequently ruled unconstitutional, coincided with increasingly high inflation, and created a difficult

landscape in which our journey for a better collective agreement began.

In February 2023, you elected your negotiating committee. Since that time, we have collectively worked hard to ensure your voices were heard and your concerns were addressed by conducting surveys, holding town hall meetings, and engaging with thousands of members with our outreach initiatives and social events. You have read the bargaining updates and you have engaged with your union in unprecedented numbers and in extraordinary ways. To have over 4,000 members of a 5,800-member unit cast a ballot in a strike mandate vote is evidence enough that the membership was engaged. Membership engagement and mobilization is what wins good contracts, and the power of your involvement cannot be overstated.

I would like to thank and acknowledge the following groups, who worked behind the scenes to help make all of this possible:

- The Local office staff, who pulled off triple duty working on communications, outreach, and covering the services we regularly provide to members while many of us were focused on bargaining.
- All of you who signed up to be a member of the Communication Action Team (CAT), which plays an integral role in

collective bargaining by ensuring two-way communication between the bargaining committee and the membership so we in turn could be responsive to members' priorities, questions, and concerns.

- Our Strike Committee, who worked many unpaid hours fleshing out all of the logistics for possible job action up to and including a strike. Because of you, we were in a state of preparedness, we were able to bargain a strong contract, and we avoided job action or lockout.
- Lastly, I must acknowledge the long hours and unwavering commitment of our bargaining committee, who never lost sight of our members' priorities.

This has been a significantly successful round of negotiations. I trust that the membership will see many of their priorities reflected in the result. Thank you for all of your support, constructive criticism, and participation. I am proud of the Staff-Appointed Unit for what we have accomplished.

In solidarity,
Tamara Vickery (*she/her*)
University of Toronto Staff Appointed Unit
President & USW Local 1998 Vice-President

PS - Thank you to John Ankenman for his leadership and knowledge. We are better off because of you!

Thank you to Colleen Burke for being our amazing Staff Representative.

And thank you USW District 6 and the Canadian National Office for all of their support and involvement throughout this round of negotiations.

TERM OF AGREEMENT

Three years: July 1, 2023 – June 30, 2026

WAGES – Front-loaded to get more money in your pocket sooner!

- July 1, 2023 9.0% Across the Board (ATB) increase
- July 1, 2024 2.0% Across the Board (ATB) increase
- July 1, 2025 1.8% Across the Board (ATB) increase

The July 1, 2023, increase will be retroactive only for those employees who are actively employed in the bargaining unit on the date of ratification. Step increases will continue as usual.

DRAFT USW Salary Grids

July 1, 2023 - Wages increased by 9.0%

PSG	HIRERATE	STEP01	STEP02	STEP03	STEP04	STEP05	STEP06	STEP07	STEP08
1	40474	42093	43777	45528	46893	48301	49747	50744	51758
2	42977	44697	46482	48344	49792	51288	52826	53881	54959
3	45635	47461	49355	51331	52873	54460	56091	57214	58361
4	48455	50397	52410	54507	56143	57825	59560	60751	61968
5	51452	53510	55652	57878	59614	61402	63244	64507	65799
6	54635	56821	59092	61456	63300	65198	67154	68499	69868
7	58012	60335	62745	65255	67216	69231	71306	72732	74189
8	61600	64064	66625	69292	71369	73513	75715	77232	78775
9	65407	68025	70744	73574	75784	78056	80396	82005	83646
10	69455	72232	75122	78128	80469	82883	85370	87077	88819
11	73748	76700	79766	82957	85445	88009	90648	92463	94310
12	78308	81439	84698	88085	90731	93451	96256	98178	100144
13	83150	86478	89938	93533	96340	99230	102206	104253	106336
14	88290	91825	95496	99314	102294	105364	108527	110697	112911
15	93752	97504	101402	105459	108622	111879	115237	117541	119892
16	99548	103531	107671	111979	115338	118799	122363	124808	127305
17	105706	109935	114332	118904	122471	126145	129930	132528	135179
18	112241	116730	121400	126258	130045	133947	137962	140722	143537
19	119184	123950	128908	134065	138086	142229	146495	149425	152410
20	126554	131614	136879	142355	146625	151023	155554	158667	161836

HIGHLIGHTS

TERMS OF THE AGREEMENT - 3 YEARS
July 1, 2023 - June 30, 2026

July 1, 2024 - Wages increased by 2.0%

PSG	HIRERATE	STEP01	STEP02	STEP03	STEP04	STEP05	STEP06	STEP07	STEP08
1	41283	42935	44653	46439	47831	49267	50742	51759	52793
2	43837	45591	47412	49311	50788	52314	53883	54959	56058
3	46548	48410	50342	52358	53930	55549	57213	58358	59528
4	49424	51405	53458	55597	57266	58982	60751	61966	63207
5	52481	54580	56765	59036	60806	62630	64509	65797	67115
6	55728	57957	60274	62685	64566	66502	68497	69869	71265
7	59172	61542	64000	66560	68560	70616	72732	74187	75673
8	62832	65345	67958	70678	72796	74983	77229	78777	80351
9	66715	69386	72159	75045	77300	79617	82004	83645	85319
10	70844	73677	76624	79691	82078	84541	87077	88819	90595
11	75223	78234	81361	84616	87154	89769	92461	94312	96196
12	79874	83068	86392	89847	92546	95320	98181	100142	102147
13	84813	88208	91737	95404	98267	101215	104250	106338	108463
14	90056	93662	97406	101300	104340	107471	110698	112911	115169
15	95627	99454	103430	107568	110794	114117	117542	119892	122290
16	101539	105602	109824	114219	117645	121175	124810	127304	129851
17	107820	112134	116619	121282	124920	128668	132529	135179	137883
18	114486	119065	123828	128783	132646	136626	140721	143536	146408
19	121568	126429	131486	136746	140848	145074	149425	152414	155458
20	129085	134246	139617	145202	149558	154043	158665	161840	165073

July 1, 2025 - Wages increased by 1.8%

PSG	HIRERATE	STEP01	STEP02	STEP03	STEP04	STEP05	STEP06	STEP07	STEP08
1	42026	43708	45457	47275	48692	50154	51655	52691	53743
2	44626	46412	48265	50199	51702	53256	54853	55948	57067
3	47386	49281	51248	53300	54901	56549	58243	59408	60600
4	50314	52330	54420	56598	58297	60044	61845	63081	64345
5	53426	55562	57787	60099	61901	63757	65670	66981	68323
6	56731	59000	61359	63813	65728	67699	69730	71127	72548
7	60237	62650	65152	67758	69794	71887	74041	75522	77035
8	63963	66521	69181	71950	74106	76333	78619	80195	81797
9	67916	70635	73458	76396	78691	81050	83480	85151	86855
10	72119	75003	78003	81125	83555	86063	88644	90418	92226
11	76577	79642	82825	86139	88723	91385	94125	96010	97928
12	81312	84563	87947	91464	94212	97036	99948	101945	103986
13	86340	89796	93388	97121	100036	103037	106127	108252	110415
14	91677	95348	99159	103123	106218	109405	112691	114943	117242
15	97348	101244	105292	109504	112788	116171	119658	122050	124491
16	103367	107503	111801	116275	119763	123356	127057	129595	132188
17	109761	114152	118718	123465	127169	130984	134915	137612	140365
18	116547	121208	126057	131101	135034	139085	143254	146120	149043
19	123756	128705	133853	139207	143383	147685	152115	155157	158256
20	131409	136662	142130	147816	152250	156816	161521	164753	168044

RETIREMENT BRIDGE BENEFIT

- The Union has ensured that the University will re-establish the Early Retirement Bridge Benefit (minimum age 60/80 point provision) outside of the Pension Plan for the period of November 30, 2023, up to and including May 31, 2026.
- Knowing our members' frustration with getting information to help them prepare for retirement, we have created a working group with the University to improve the retirement planning resources available to members.

BENEFIT IMPROVEMENTS

PERSONAL DAY

- 1 additional paid personal leave day, for a total of 5 days from July 1st to June 30th each year
- New clarifying language in Article 13:12 – *"Such leaves shall not be used for the sole purpose of extending vacation or long weekends."*

This will assist members who have had problems getting a personal day approved when religious holidays or other obligations are adjacent to a long weekend or a scheduled vacation.

MEDICAL BENEFITS

Effective November 1, 2023

Paramedical

- Increase in the combined maximum for Massage, Physiotherapy, Chiropractic, Naturopath, Osteopath, Acupuncturist, Homeopath & Occupational Therapist from \$1,100 to \$1,300 per benefit year

Vision

- Increase in the maximum for prescription eyeglasses or contact lenses from \$600 to \$650 every 24 months

Mental Health Care

- Increase in the combined maximum for Psychological, Master of Social Work or Psychotherapist from \$2700 to \$2900 in year 1, to \$3000 in year 2 and to \$3100 in year 3 (a total increase of \$400 over three years)

Dental

- Increase in Major Services from \$2,250 to \$2,350

- Include anaesthesia for basic dental services for dependent children under the age of 21, in accordance with the terms of the benefit plan

Hearing

- Removal of the overall maximum for hearing care and to provide separate maximums for hearing aids and cochlear implants as follows:
- Increase in the maximum for hearing aids from \$500 to \$800 per ear every 36 months
- Reimbursement for cochlear implants subject to reasonable and customary charges as determined by the benefits carrier every 36 months

Drug

- Increase in the dispensing fee coverage for prescription drugs from up to \$6.50 to \$7.50

Child Care Benefit

- Overall value of eligible claims shall be increased from \$1,000,000 to \$1,100,000 per year

Educational Assistance

- Non-degree credit courses covered under the Educational Assistance Letter have been expanded beyond School of Continuing Studies courses to other non-degree credit courses offered in other University of Toronto divisions.
- The amount for work or job-related non-degree credit courses is increased from \$750 per course to \$800 per course
- Clarification of the amounts for tuition fees for completion of job-related courses at educational institutions other than University of Toronto: 50% of tuition fees will be reimbursed up to a maximum of \$750 per course and a combined maximum of four courses per academic year
- Tuition fees for University of Toronto graduate degree courses increased from \$3000 to \$3,200 per academic year

WORK / LIFE BALANCE

What was very clear from our members is that **work – life balance** is exceptionally important. And while it may be an abstract concept for many, there are tangible ways of addressing or improving this balance. We have heard from our members that they need more time away from work, increased personal days, support for family care and flexible work hours, often to meet family obligations. Members also reported that unpaid overtime remains an issue, as well as concerns around workload. To address these priorities, the Bargaining Committee negotiated improved language for the alternative work arrangements process and overtime, and the introduction of language that deals with workload concerns.

ALTERNATIVE WORK ARRANGEMENTS (AWA)

The newly negotiated language reads,

"Employees may submit requests for alternative work arrangements under the University's guidelines for alternative work arrangements as they may exist and change from time to time. Such requests may include flexible hours, a compressed work week, remote work setting, hybrid-remote work setting, or altered work hours (e.g., earlier or later start). It is understood that such arrangements, in and of themselves, do not trigger overtime or a reduction in FTE.

The decision to grant or deny a request for alternative work arrangements shall be based on reasons of departmental operational efficiency, service effectiveness, and the University's guidelines for alternative work arrangements, including but not limited to the individual duties, tasks, and overall functions of the work. 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 further understood that such arrangements shall be approved or denied in a manner that is not arbitrary, discriminatory or in bad faith.

The response to requests for alternative work arrangements shall be provided within fifteen (15) working days. Such requests shall be approved, approved as adjusted, or denied in a written response to the employee. Responses to requests that have been approved as adjusted or denied will include the rationale for the decision.

Alternative work arrangements will normally be approved for a minimum of four (4) months, and not more than twelve (12) months. Alternative work arrangements will be reviewed in accordance with the University's guidelines for alternative work arrangements.

If the University alters the ongoing terms of, or ends, the alternative work arrangement(s) prior to the planned end date, then a minimum of six (6) weeks' notice will be provided to the employee(s), except in emergencies, unforeseen circumstances, and situations beyond the University's control.

In the event of an employer-initiated requirement for an alternative work arrangement, a minimum of six (6) weeks' notice will be provided to the employee(s), except in emergencies, unforeseen circumstances, and situations beyond the University's control. For clarity, renewals of existing employer-initiated alternative work arrangements will not require a minimum of six (6) weeks' notice, however as much advance notice as practicable will be provided.

The University's guidelines for alternative work arrangements as they may exist and change from time to time will be utilized in the implementation and administration of alternative work arrangements.

Other than for operational reasons, an employee whose alternative work arrangement includes days worked remotely will not be required to work onsite on a day that the employee ordinarily works remotely in exchange for a day that the employee ordinarily works onsite but did not work due to holidays, Presidential Days, or leaves approved in advance. For clarity, an employee will not be required to work onsite on an ordinarily remote day solely for the purpose of making up for an onsite day missed for one of the aforementioned reasons.

The University agrees to notify the Union in advance of the implementation of any modifications to the University's guidelines for alternative work arrangements."

NEW LETTER ON WORKLOAD DISCUSSIONS

The newly negotiated language reads,

“During the 2023 round of collective bargaining, the parties discussed the process for an employee to raise a concern with their manager in respect of their workload.

Where an employee is concerned that they may not be able to complete their assigned tasks and/or meet their manager’s expectations about their work obligations, the employee may raise such concerns with their manager in the normal course of their day-to-day employment. Managers are expected to discuss such concerns with the employee without undue delay.

It is understood that workload related issues may be complex to assess and resolve. However, managers may consider potential remedial measures where feasible, including but not limited to prioritization of assigned duties or tasks, adjustment of timelines, additional training, or technological and/or process improvements.

The discussions about workload pursuant to this Letter, or any outcomes of those discussions including any remedial measures or lack thereof, shall not be subject to the grievance procedure.”

NEW REPRISAL LANGUAGE FOR RAISING WORKLOAD ISSUES:

Added to article 3:13 *“Furthermore, every employee may raise questions, issues and/or concerns in respect of their own workload without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge.”*

CHANGES TO VACATION CARRYFORWARD

Effective January 1, 2025, there will be changes to how vacation carryforward will work:

*“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 vacation 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 (5) vacation days from a previous vacation year for a total of twenty (20) vacation days with written approval. **In exceptional circumstances, as part of an approved vacation balance management plan, employees may be permitted to carry forward up to five (5) additional vacation days towards planned leave.** 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.*

NEW LANGUAGE ON GRADUATED RETURN FROM PREGNANCY LEAVE

The newly negotiated language reads,

“Employees who have been off work due to pregnancy, parental, primary caregiver and/or adoption leave for eight (8) months or longer may request a graduated return to work at least six (6) weeks in advance of their planned return to work date. Such requests will be considered based on operational requirements, including but not limited to the availability and feasibility of a suitable replacement employee(s). It is understood that an employee making such a request shall utilize accrued vacation if available to facilitate such graduated return.”

INFORMATION TO MEMBERS ON OVERTIME PROCESSES

Added to article 24:06

“Departments shall inform all new hires of the process [for overtime approval] and communicate the process to all employees in the Department on an annual basis or when any changes to the process are implemented.”

CAREER ADVANCEMENT

PROFESSIONAL DEVELOPMENT

Professional Development days have been expanded to include training, workshops and conferences that may be related to your current position or another position at the University more broadly. A commitment from the University to assist members with engaging their managers on a “jointly agreed career development plan”.

CAREER DEVELOPMENT FUND

Continuation of the \$250,000 per year Career Development Fund dedicated to supporting various training and career development needs of members.

EMPLOYMENT EQUITY ADVISORY COMMITTEE

Renewal of this Committee and an expansion of its mandate.

PROBATIONARY PERIOD

Effective for new, external hires after date of ratification:

"An employee must successfully complete their probationary period before they are eligible to apply and be considered for another position."

UNION PROCESSES

We also bargained improvements to grievance timelines, more time for new hires to come to New Member Orientations, and more Union representatives to help serve members.

We have also made changes to how we bargain Casual Conversion. The language setting out the thresholds of how Casual Unit members convert to Staff-Appointed status will be in the Casual Collective Agreement. The Staff-Appointed Unit contract will only have information on rights and entitlements Casual Unit members have once they convert to Staff-Appointed status. This does not change anything related to Casual Conversion, but this division will allow the Casual Unit to bargain potential changes to this language, rather than it resting with the Staff-Appointed Unit.



Your Negotiating Team - Left to Right: Richard Waters, Tom DeSouza (USW Toronto Area Coordinator), Justen Bennett (rear), John Ankenman (Local President), Rabia Nasir (rear), Colleen Burke (USW Staff Representative), Tamara Vickery (U of T Staff-Appointed Unit President), Ruxandra Pop (rear), Katrina Marshall, Victoria Simpson (rear), Audrey Fong, Sukhpreet Sangha, Zack Sholdra (rear), Aziz El Mejdoub (rear), Mary-Marta Briones-Bird.

Your Bargaining Committee unanimously recommends acceptance of this tentative collective agreement

THE ELECTRONIC RATIFICATION BALLOT WILL READ:

I vote to **ACCEPT** the tentative agreement as recommended by the Bargaining Committee.

I vote to **REJECT** the tentative agreement and authorize the Bargaining Committee to implement a strike if necessary.

The electronic vote will be conducted
from Wednesday, September 13 at 5:00 pm
until Thursday, September 14 at 11:59 pm.

You will receive your unique electronic ballot by email on Wednesday, September 13 at 5:00 pm.

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FRIDAY, SEPTEMBER 8TH @ 9:00PM

WITHDRAWN IF NOT ACCEPTED BY FRIDAY, SEPTEMBER 8TH @ 11:59PM

MEMORANDUM OF AGREEMENT

BETWEEN

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

-and-

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

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.
2. The term of the renewal collective agreement shall be from July 1, 2023 to June 30, 2026.
3. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto.
4. The provisions of the collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, save and except where retroactivity is expressly provided for.
5. All attached items numbered 1 to 57 are incorporated.

FOR THE UNIVERSITY

[Handwritten signatures for the University]

[Signature 1]

[Signature 2]

[Signature 3]

[Signature 4]

[Signature 5]

[Signature 6]

[Signature 7]

[Signature 8]

[Signature 9]

FOR THE UNION

[Handwritten signatures for the Union]

[Signature 1]

[Signature 2]

[Signature 3]

[Signature 4]

[Signature 5]

[Signature 6]

[Signature 7]

Louise Hill

Victoria Simpson

[Signature]

[Signature]

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AZIP

DATED AT TORONTO THIS 9th DAY OF SEPTEMBER 2023

University of Toronto Economic Proposal - CONFIDENTIAL – September 8, 2023 @ 6:00PM

- 1) Across-the-Board (ATB) increases and adjustments to Schedule A: Salary Grid

July 1, 2023	<u>9.00%</u> ATB increase to be applied to June 30, 2023 base salary
July 1, 2024	2.00% ATB increase to be applied to June 30, 2024 base salary
July 1, 2025	<u>1.80%</u> ATB increase to be applied to June 30, 2025 base salary

 - The July 1, 2023 increase will be retroactive only for those employees who are actively employed in the bargaining unit on the date of ratification.

- 2) Amend Article 13:12 to include one (1) additional paid Personal Leave day (for a total of five (5) days).

- 3) The University agrees to renew the provisions of the Early Retirement Bridge Benefit Outside of the Pension Plan for the following effective dates:
 - For retirements on or after **November 30, 2023** up to and including **May 31, 2026**

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.

- 4) Amend Letter of Intent: Educational Assistance to increase University of Toronto graduate programs in paragraph 1. (a) by **two** hundred dollars (**\$200**) to up to a maximum of three thousand **two** hundred dollars (**\$3,200**) per academic year, and non-degree credit work-related courses in paragraph 1. (e) by fifty dollars (\$50) to up to a maximum of eight hundred dollars (\$800) per course.

- 5) Amend Article 13:15 to add “Family Caregiver Leave”.

- 6) Amend Letter of Intent: Residence Life – Working Group (**as attached**).

- 7) **The value of eligible claims under the Child Care Benefit plan shall be increased from \$1,000,000 to \$1,100,000**

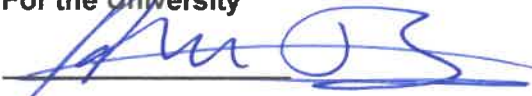
- 8) **Amend Letter of Intent: Uniforms, Faculty of Dentistry (as attached) to include reimbursement for licensing fees where required as a condition of their employment at the University.**

Benefits


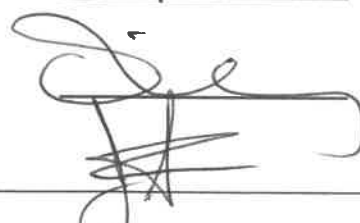
Effective November 1, 2023:

- Increase the combined maximum for Massage, Physiotherapy, Chiropractic, Naturopath, Osteopath, Acupuncturist, Homeopath & Occupational Therapist from \$1,100 to **\$1,300** per benefit year
- **Remove the overall maximum for hearing care and provide separate maximums for hearing aids and cochlear implants as follows:**
 - Increase the maximum for hearing aids from \$500 to \$800 per ear every 36 months
 - **Reimburse cochlear implants subject to reasonable and customary charges as determined by the benefits carrier every 36 months**
- Increase the maximum for prescription eyeglasses or contact lenses from \$600 to \$650 every 24 months
- Increase the combined maximum for Psychological, Master of Social Work or Psychotherapist from \$2,700 to **\$2,900** in year 1, **\$3,000** in year 2, **\$3,100** in year 3
- Increase the dispensing fee for prescription drugs from up to \$6.50 to up to \$7.50
- **Increase Dental Major Services from \$2,250 to \$2,350**
- **Include anesthesia for basic dental services for dependent children under the age of 21, in accordance with the terms of the benefit plan**

For the University




For the Union

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

2:02

- (a) Notwithstanding the provisions of Article 2:01 (4) above, **the following type of non-staff appointed employees covered by the USW Local 1998 Casual Collective Agreement will, if they satisfy the criteria set out in (1) or (2) below Article 2:02 of the USW Local 1998 Casual Collective Agreement, be deemed (i.e., “converted”) 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.~~

The Union will copied on letters of conversion.

- (b) Seniority for a non-staff appointed employee converted to staff-appointed status as per **Article 2:02(a) Article 2:02 of the USW Local 1998 Casual Collective Agreement** will be calculated based on the date the employee

commenced casual employment qualifying under Article 2:02 of the USW Local 1998 Casual Collective Agreement (i.e., normally after eighteen (18) or twenty-four (24) months prior to conversion).

~~For clarity, if a UTEMP employee's contract is extended in the same position, in the same department with the same reporting relationship so as to convert under the provisions of Article 2:02, then the hours worked under the UTEMP contract will count towards conversion.~~

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

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.

2:04 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(a)(3)(a) **above of the USW Local 1998 Casual Collective Agreement, i.e., employees who are full-time University of Toronto students registered in a degree programme**) 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) of the USW Local 1998 Casual Collective Agreement.**

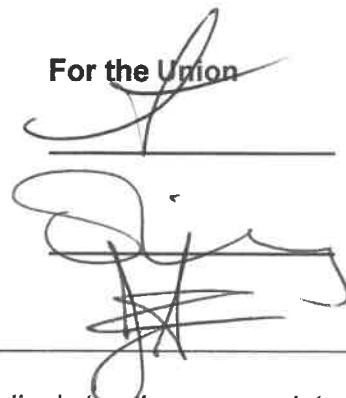
NEW – add to end of Article 12:04(a):

Notwithstanding the provisions of this Article, in the case of an employee who is being converted pursuant to Article 2:02 of this Collective Agreement, the position into which they convert shall not be subject to the posting provisions in this Article upon their conversion.

For the University



For the Union



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

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No Reprisal

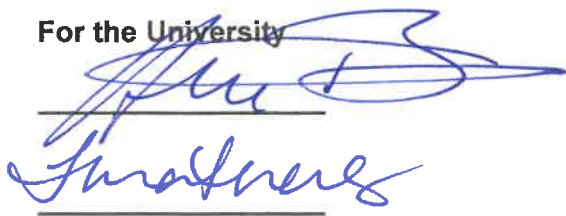
3:13 The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or lack 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.

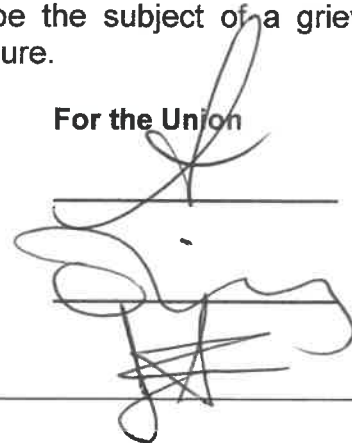
Furthermore, every employee may raise questions, issues and/or concerns in respect of their own workload without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge.

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

For the University



For the Union



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

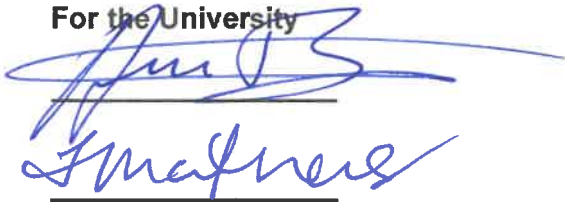
The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

Information – New Hires

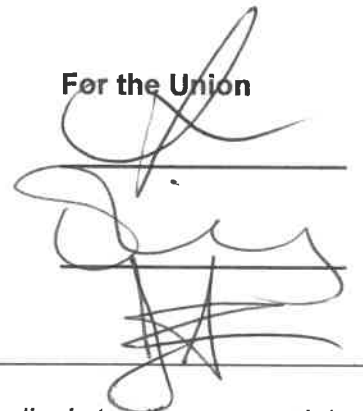
3:14 On the date of hire, the University shall advise each new employee that a Union Agreement is in effect, provide them with information on union orientation and contact information for the Union. New members shall be allowed to meet with the Union for two and one half (2 ½) regular working hours with no loss of pay, at the beginning or 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)~~ six (6) months from the date of employment.

For the University



For the Union

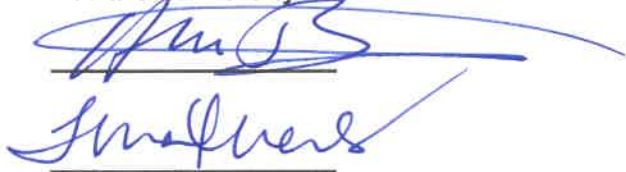


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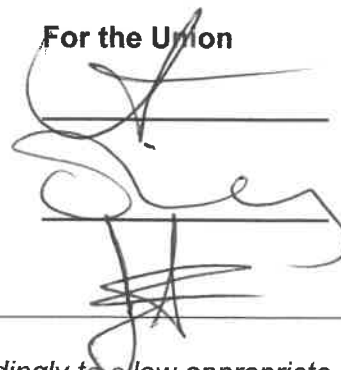
The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

- 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, **or attending disciplinary and other meetings as required by the University, and any other proceedings** 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, **or attending disciplinary and other meetings as required by the University, and any other proceedings** where there is a right to Union representation under this Collective Agreement.

For the University



For the Union



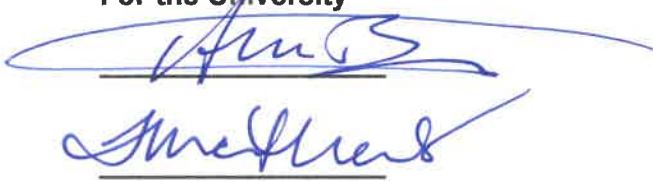
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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ARTICLE 8: NEGOTIATING COMMITTEE

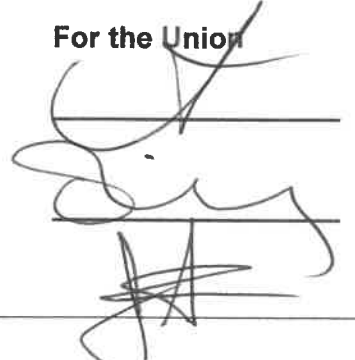
8:01 The University agrees to recognize and deal with a Negotiating Committee of not more than twelve (12) bargaining unit employees, who have completed their probationary period, along with **the Staff-Appointed Unit President**, the Local Union President and the International Union Representatives: 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.

For the University



Two blue ink signatures are written over two horizontal lines. The top signature is a large, sweeping cursive signature. The bottom signature is a more compact cursive signature.

For the Union



Three black ink signatures are written over three horizontal lines. The top signature is a cursive signature with a large loop. The middle signature is a cursive signature. The bottom signature is a stylized signature with a large 'A' shape.

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

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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. **For clarity, this informal step precedes and applies to any individual grievance contemplated in Article 9:01 and to a group grievance, excluding group grievances that start at Step Two or Step Three as per Article 9:04. 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 representative** or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the appropriate Human Resources **Officer representative**. The parties will attempt to resolve the complaint **without undue delay 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 a total of thirty (30) working days, including the informal step,** 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 representative within ten (10) working days after receiving the Step One decision in writing. The local Human Resources representative shall forward a copy to the Principal, Dean, Division Head, Senior Executive Director, Labour Relations or designate, or alternatively directly to Step Three (3). The Principal, Dean, Division Head, Senior 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, Senior 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 representative who shall forward a copy to the Vice-President People Strategy, Equity & Culture or designate within ten (10) working days after receiving the Step Two decision in writing. The Vice-President People Strategy, Equity & Culture or designate shall, within fifteen (15) 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 People Strategy, Equity & Culture or designate shall, within a further ten (10) working days, give their decision, in writing, to the Union.

Notwithstanding Article 11:04, if the parties have not mutually agreed to an extension of the Step Three meeting timelines pursuant to Article 9:06, the Union may advance the grievance directly to arbitration pursuant to Article 11. For clarity, the mandatory time period for referring a grievance to arbitration shall continue to apply in accordance with Article 9:03. If the parties have not mutually agreed to an extension of the Step Three meeting timelines as set out above, then the mandatory time period to advance a grievance to arbitration under Article 9:03 shall commence on the date immediately following the expiry of the fifteen (15) working days provided above for holding the Step Three meeting.

- 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 ten (10) 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.

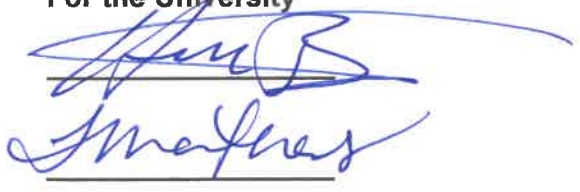
Where the University is unavailable for a grievance meeting within the time limit specified in the grievance procedure (or any extension thereof), the Union may advance the grievance to the next step of the grievance procedure.

- 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.

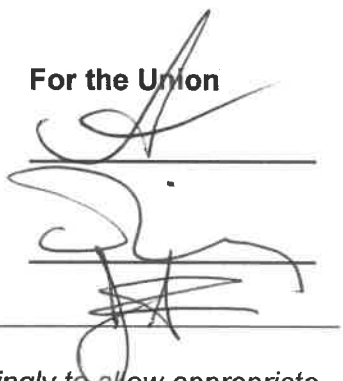
9:10 Individual grievances alleging a violation of Article 12:05 (Organizational Change – Elimination of Positions or Involuntary Reduction in Appointment) or Article 12:06 (Organizational Change for Externally Funded Research Grant/Contract Positions) shall be initiated at Step Two of the grievance 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.

For the University



For the Union



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

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Probationary Period

12:03


- a) 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.
- b) 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.
- c) 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.
- d) An employee must successfully complete their probationary period before they are eligible to apply and be considered for another position.
- e) The Union will be copied on letters of probationary termination.

For the University



Two blue ink signatures are written over two horizontal lines. The top signature is a large, stylized cursive signature. The bottom signature is a smaller, more compact cursive signature.

For the Union



Two black ink signatures are written over two horizontal lines. The top signature is a large, stylized cursive signature. The bottom signature is a smaller, more compact cursive signature.

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Posting

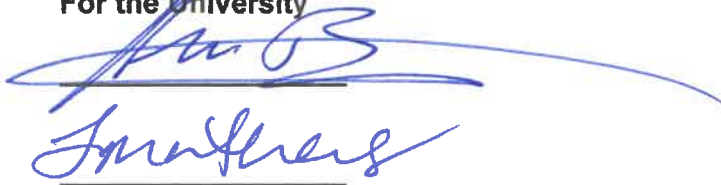
12:04

- (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.

Where the University returns an employee to the job the employee left to accept the position, the Union shall be copied on the written notification to the employee.

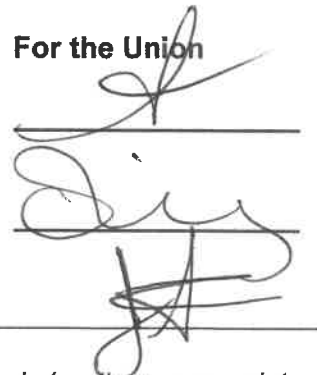
On an annual basis the University will provide the Union with the percentage of successful internal and external candidates.

For the University



A handwritten signature in blue ink, consisting of a large, stylized 'A' followed by 'B' and a long horizontal flourish extending to the right.

For the Union



Two handwritten signatures in black ink. The top signature is a stylized 'A' with a horizontal line underneath. The bottom signature is a more complex, cursive signature with a horizontal line underneath.

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12:13 The University will provide the Union on a monthly basis (with a compatible electronic copy) a list that identifies employees' name, personnel number, gender, pronouns (if available), status (full-time, part-time, sessional, term), job classification, date first entered classification, faculty/division, home department, current rate of pay, email address, home address and latest campus mail address, new hires, quits, layoffs and those in the redeployment pool.

The monthly files will be provided by the fifth (5th) working day of each month.

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.

For the University



Two blue ink signatures are written over two horizontal lines. The top signature is a stylized, cursive name, and the bottom signature is a more legible name, possibly 'M. [unclear]'. Both signatures are written in blue ink.

For the Union



Three black ink signatures are written over three horizontal lines. The top signature is a stylized, cursive name. The middle signature is a more legible name, possibly 'J. [unclear]'. The bottom signature is a stylized, cursive name. All signatures are written in black ink.

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Union Leave

13:05

- a) 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 ~~ten (10)~~ fourteen (14) employees from the bargaining unit at any time. For leaves to assume an official position within the International Union or 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.

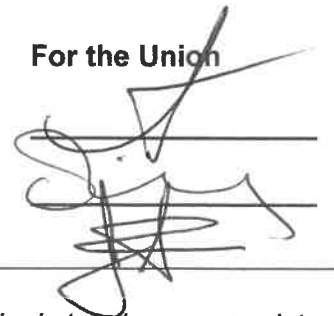
The employee will return to their position at the end of the leave if the position still exists. Any training deemed required by the University to fulfil the duties of the position on such return will be provided by the University. If the position is eliminated during the leave the employee will be subject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

- b) Where the University decides to post a term vacancy to replace the position of an employee while on Union Leave, should the Union Leave be in excess of twelve (12) months, the term vacancy may be extended up to the end of the Union Leave.

For the University



For the Union



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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)~~ five (5) days or up to ~~eight (8)~~ ten (10) 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.

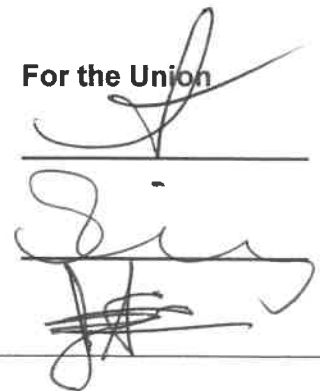
Such leaves shall not be used for the sole purpose of extending vacation or long weekends.

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

For the University



For the Union



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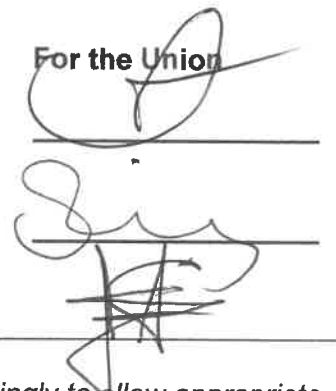
Compassionate Care Leave

13:15 The University will grant compassionate care leave to employees who take a leave of absence under the Family Medical Leave and/or Family Caregiver 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.

For the University



For the Union



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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. In the event the University produces a report respecting occupational health and safety in the workplace, within the meaning of the *Occupational Health and Safety Act*, the University will provide the results of the report to the Union and those employees who are directly affected by the findings.

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 where there is an immediate danger to their health and safety or health and safety of others in accordance with the *Occupational Health and Safety Act*.

20:02

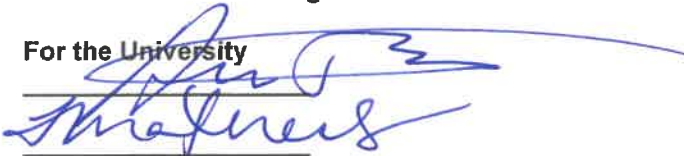
- (a) The Union shall elect or appoint at least one (1) bargaining unit employee as a worker member to the Main Joint Health and Safety Committees (which committees have the responsibilities of Joint Health and Safety Committees under the *Occupational Health and Safety Act*) covering buildings where 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 core Part 1 and 2 JHSC** 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 workplace testing conducted for the purpose of occupational health and safety of which the JHSC has been notified pursuant to OHSA. Further, the University will provide the Union with the results of a report respecting health and safety that has been provided to the JHSC pursuant to OHSA.

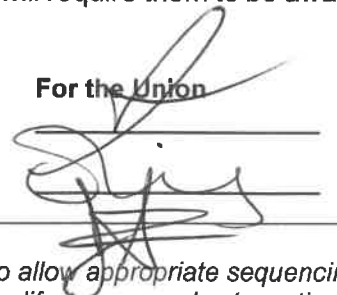
The University will inform the Union of all Ministry of Labour visits (prior to or upon arrival where the Ministry of Labour requests the presence of a JHSC worker member) to any work site where any bargaining unit employees are regularly employed.

- (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 within the timeframe specified in the applicable legislation for filing a report with the WSIB.
- (h) Bargaining unit employees on both the Health and Safety Committees and Central Committee will suffer no loss of regular straight time pay for time required to carry out their responsibilities. Bargaining unit employees on the Health and Safety Committees and Central Committee shall provide as much notice as possible to their supervisors in the event their responsibilities will require them to be away from their regular work.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references. The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

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."

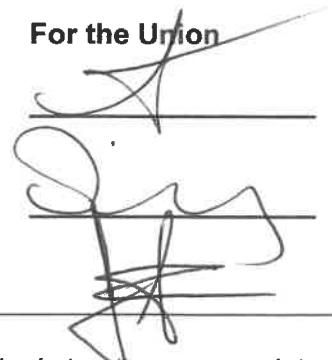
Effective January 1, 2025, the above paragraph will be replaced with the following:

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 vacation 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 with written approval. In exceptional circumstances, as part of an approved vacation balance management plan, employees may be permitted to carry forward up to five (5) additional vacation days towards a planned leave. 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.

For the University



For the Union



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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.


22:10 Effective January 1, 2025 in all instances where accumulated vacation credits are paid out in accordance with this Article, vacation credits shall be paid out at the rate of pay at which they were earned. In the event that any vacation credits accumulated as of December 31, 2024 are being paid out then they shall be paid out at the rate of pay in effect on December 31, 2024.

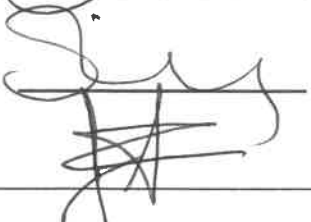
For the University





For the Union





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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.

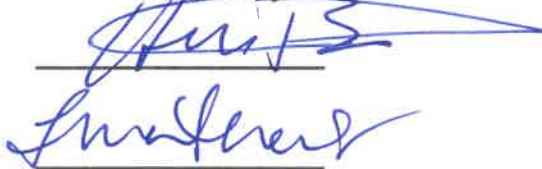
Where an employee believes there are significant special circumstances, the employee may submit a written request to their manager not to be temporarily transferred, setting out the reasons for the request, and the University agrees to give due consideration to such request.

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

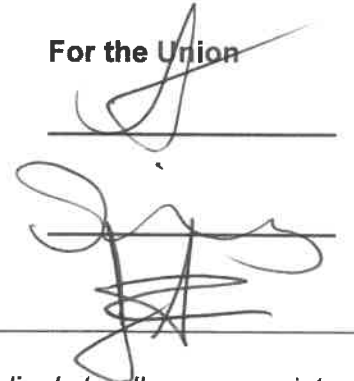
Temporary transfers may be extended by up to six (6) additional months by mutual agreement between the University and the Union.

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.

For the University



For the Union



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24:05 Employees may submit requests for alternative work arrangements under the University's guidelines for alternative work arrangements as they may exist and change from time to time. Such requests may include flexible hours, a compressed work week, remote work setting, hybrid-remote work setting, or altered work hours (e.g., earlier or later start). It is understood that such arrangements, in and of themselves, do not trigger overtime or a reduction in FTE.

The ~~Division or Department head's~~ decision to grant or deny a request for alternative work arrangements shall be based on reasons of departmental operational efficiency, service effectiveness, and the University's guidelines for alternative work arrangements, including but not limited to the individual duties, tasks, and overall functions of the work. 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 further understood that such arrangements shall be approved or denied in a manner that is not arbitrary, discriminatory or in bad faith.

The ~~Division or Department head shall respond~~ response to requests for alternative work arrangements shall be provided within ~~twenty (20)~~ fifteen (15) working days. Such requests shall be approved, approved as adjusted, or denied in a written response to the employee. Responses to requests that have been approved as adjusted or denied will include the rationale for the decision.

Alternative work arrangements will normally be approved for a minimum of four (4) months, and not more than twelve (12) months. Alternative work arrangements will be reviewed in accordance with the University's guidelines for alternative work arrangements.

If the University alters the ongoing terms of, or ends, the alternative work arrangement(s) prior to the planned end date, then a minimum of six (6) weeks notice will be provided to the employee(s), except in emergencies, unforeseen circumstances, and situations beyond the University's control.

In the event of an employer-initiated requirement for an alternative work arrangement, ~~the Division or Department head shall provide as much advanced notice to the employee as practicable in the circumstances,~~ a minimum of six (6) weeks notice will be provided to the employee(s), except in emergencies, unforeseen circumstances, and

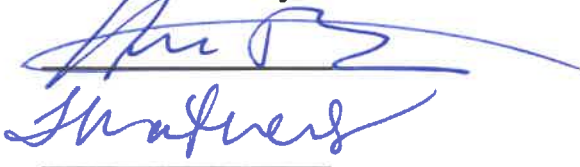
situations beyond the University's control. For clarity, renewals of existing employer-initiated alternative work arrangements will not require a minimum of six (6) weeks notice, however as much advance notice as practicable will be provided.

Division or Department heads will utilize the University's guidelines for alternative work arrangements as they may exist and change from time to time will be utilized in the implementation and administration of alternative work arrangements.

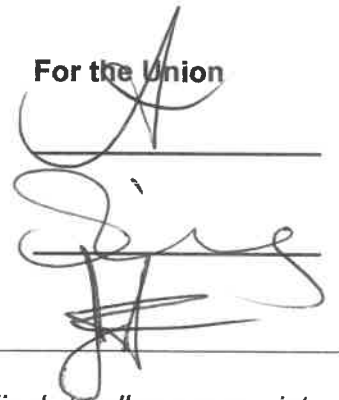
Other than for operational reasons, an employee whose alternative work arrangement includes days worked remotely will not be required to work onsite on a day that the employee ordinarily works remotely in exchange for a day that the employee ordinarily works onsite but did not work due to holidays, Presidential Days, or leaves approved in advance. For clarity, an employee will not be required to work onsite on an ordinarily remote day solely for the purpose of making up for an onsite day missed for one of the aforementioned reasons.

The University agrees to notify the Union in advance of the implementation of any modifications to the University's guidelines for alternative work arrangements.

For the University



For the Union



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

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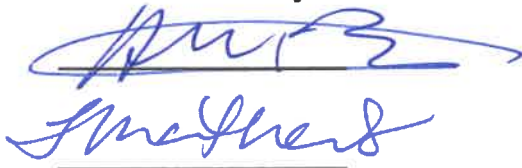
Overtime

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

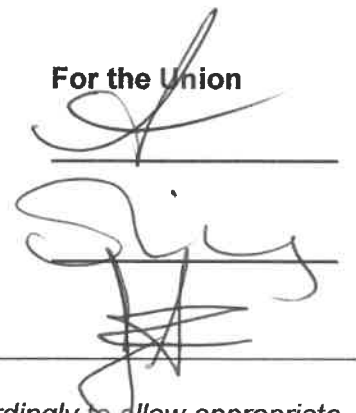
Further, each Department shall establish and communicate a process for overtime approval in exceptional circumstances where the requirement for overtime arises due to urgent and/or unforeseen events and the employee’s immediate supervisor is unavailable to authorize the overtime.

Departments shall inform all new hires of the process and communicate the process to all employees in the Department on an annual basis or when any changes to the process are implemented.

For the University



For the Union



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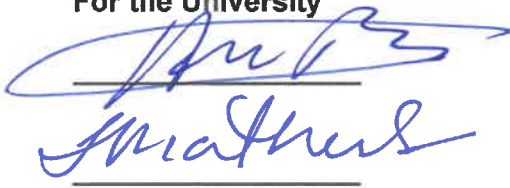
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Part-Time Status for Family Care

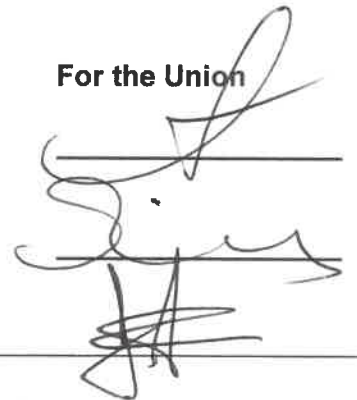
24:11 Full-time employees who have continuous responsibilities for the care of their family may submit a written request to their supervisor for a change to part-time status for a defined period, in order to devote more time to their family care responsibilities. In the event the request is granted, 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~~ **six (6) weeks** prior to the commencement of the requested change in status, **except in unforeseen circumstances**. Salary and benefits will be appropriately pro-rated according to the percentage time worked.

The Division or Department Head shall respond to such requests within fifteen (15) working days from the date the written request is received. Such requests shall be approved or denied in a written response to the employee.

For the University



For the Union



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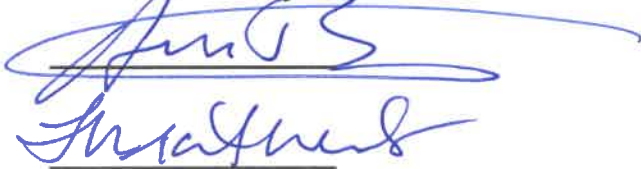
ARTICLE 33: PROFESSIONAL DEVELOPMENT

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.

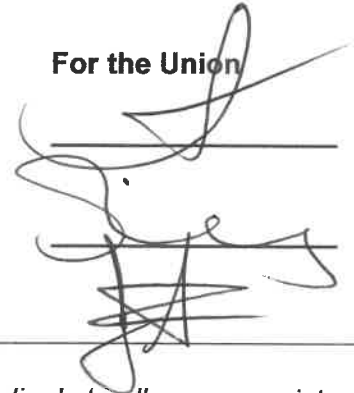
To further this objective the University offers both internal staff development opportunities and an educational assistance programme.

Staff development activities should take place within the framework of a jointly agreed upon career development plan between the employee and their supervisor. **Further, such activities should be directly relevant related to the employee's current position and/or to another closely related position at the University.** The University will grant, upon request by the employee a minimum of four (4) days professional development per year **directly relevant** related to the employee's **current position and/or to another closely related position at the University** 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 Centre for Learning, Leadership & Culture Centre programmes, and other directly relevant related activities that may include training, workshops, and conferences.** Responses to such requests will be provided **in writing** within fifteen (15) working days. Such requests shall not be unreasonably withheld.

For the University



For the Union



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

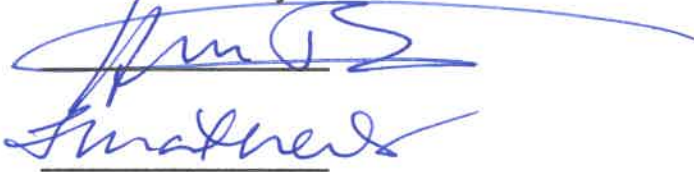
The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

ARTICLE 35: TERMINATION

35:01 This Agreement shall be effective from July 1, ~~2024~~ 2023 and shall continue in effect up to and including the 30th day of June, ~~2023~~ 2026, 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.

For the University



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For the Union



Two black ink signatures are written over two horizontal lines. The top signature is a cursive name, and the bottom signature is a more stylized cursive name.

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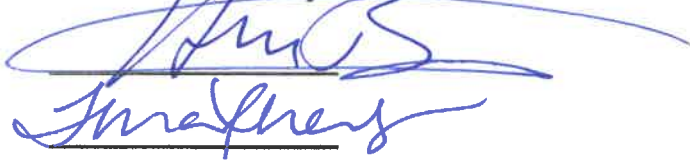
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The University and the Union agree to RENEW, AMEND or DELETE as specified below the following Letters of Agreement/Understanding/Intent for the term of the renewal Collective Agreement:

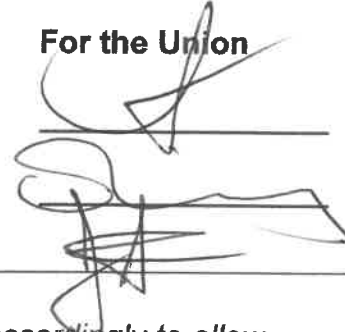
- Letter of Agreement – RENEW
- Letter of Understanding: Schedule A (Salary) – RENEW
- Letter of Understanding: E-Mail Addresses – RENEW
- Letter of Understanding: Participation in University Committees and Other Collegial Activities – RENEW
- Letter of Understanding: Union Meetings – RENEW
- Letter of Understanding: Employment Equity - **AMEND**
- Letter of Understanding: Meeting Space at UTM and UTSC – RENEW
- Letter of Intent: Tuition Waiver for Dependants – RENEW
- Letter of Intent: Educational Assistance – **AMEND**
- Letter of Intent: OISE and Former Group “C” Vacation Entitlement – RENEW.
- Letter of Intent: Sessional Layoffs Faculty of Dentistry – RENEW
- Letter of Intent: Employment of Students in Casual Positions – RENEW
- Letter of Intent: Trades and Utilities Health & Safety Committee – RENEW
- Letter of Intent: Uniforms, Faculty of Dentistry – **RENEW AMEND**
- Letter of Intent: Flag Protocol & International Day of Mourning – RENEW
- Letter of Intent: Health and Safety Release Time – RENEW
- Letter of Intent: Public Transit Subsidy – **RENEW AMEND**
- Letter of Intent: Self-Funded Leave Plan – RENEW
- Letter of Intent: Campus Mail – Communications – RENEW
- Letter of Intent: Use of Temporary Office Staffing Agencies – RENEW
- Letter of Intent: Re: Biometrics – RENEW
- Letter of Intent: Career Development & Talent Retention – RENEW
- Letter of Intent: Complaints Based Upon Alleged Breach of Civility Guidelines, and/or Guidelines on Discrimination and Discriminatory Harassment – RENEW
- Letter of Intent: Multi-Site Joint Health and Safety Committee Structure – **AMEND**
- Letter of Intent: Workers’ Health and Safety Centre – **AMEND**
- Letter of Intent: Non-Conforming Hours of Work – RENEW
- Letter of Intent: Internship Positions – RENEW
- Letter of Intent: Sustainability Committee – RENEW
- Letter of Understanding – Domestic Violence – RENEW
- Letter of Agreement: Impact of Employment Insurance Legislative Changes – RENEW
- Letter of Intent: Gender Identity & Gender Expression - RENEW
- Letter of Intent: Residence Life – Working Group - **AMEND**
- Letter of Intent: Vacation Payout at Cessation of Employment - **AMEND**
- Letter of Intent: Disconnecting from Work - **AMEND**
- Letter of Intent: Employee Accommodation - RENEW

- Letter of Intent: Workplace Investigations – Shared Values, Preventative Efforts and Workplace Restoration – Civility Guideline and Discrimination Guideline - RENEW
- Letter of Intent: Crisis Identification and Referral Training – **AMEND RENEW**
- Letter of Understanding: Union Meetings (Appendix X) – RENEW
- Letter of Intent: Teaching Assignments and Schedules for ESL Instructors in ELP/SCS (Appendix X) – RENEW
- Letter of Intent: Health and Safety Release Time (Appendix X) – RENEW
- Letter of Understanding: Leave of Absence Without Pay (Appendix X) – RENEW
- Letter of Understanding: Reduction to Partial Workload (Appendix X) – RENEW

For the University



For the Union



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

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

~~August 11, 2020~~

~~Mary Lou Scott Colleen Burke~~

Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

Dear Ms. **Scott Burke**,

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~~ **conclude** discussions ~~intended to~~ **that will** 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~~ **People Strategy, Equity & Culture**
University of Toronto

University of Toronto
August 23, 2023

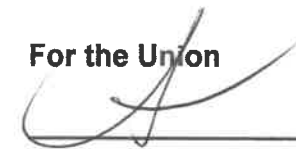
WITHOUT PREJUDICE


For the University





For the Union





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

August 11, 2020

Mary Lou Scott Colleen Burke
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

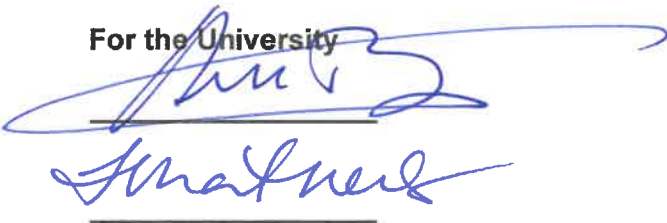
Dear Ms. **Scott Burke**,

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 People Strategy, Equity & Culture**, in respect of establishing a **webpage focusing on** 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,

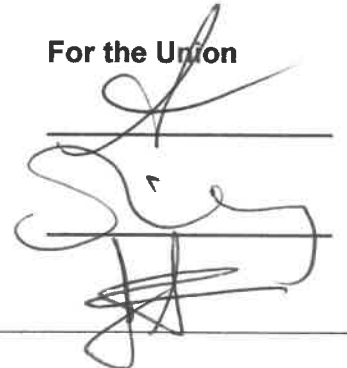
Kelly Hannah-Moffat
Vice-President, **Human Resources & Equity People Strategy, Equity & Culture**
University of Toronto

For the University



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For the Union



Two black ink signatures are written over two horizontal lines. The first signature is a cursive name, and the second is a more stylized signature.

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LETTER OF UNDERSTANDING: EMPLOYMENT EQUITY

DATE

~~Mary Lou Scott~~ Colleen Burke

Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

Dear Ms. ~~Scott~~ Burke,

To act on its commitment to employment equity under the University's Employment Equity Policy the University agrees to continue the joint Employment Equity Advisory Committee with the Union. The Committee will meet within sixty (60) days of the date of ratification of this Collective Agreement, and quarterly thereafter. 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, People Strategy, Equity & Culture 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 and/or any other recommendations that the Committee agrees to bring forward within its mandate of helping to advance Employment Equity.

In support of the Committee's commitment to Employment Equity, the Committee will engage in meaningful discussions in respect of the Employment Equity Survey, including feedback on survey content and structure, review and analysis of report(s) of employment equity data, and strategies for fostering greater participation in the Survey.

Discussions of the Committee will include identification of employment equity barriers and potential avenues to address such barriers, including the possibility of creating training and mentoring opportunities.

Data and information will be made available to the Committee at an aggregate level such that identification of any individual employee is not possible. The University will provide the same data for the USW Staff-Appointed bargaining unit as contained in the Employment Equity Annual Report, subject to the availability of the data and all applicable confidentiality restrictions. Updated data will be extracted annually, and provided to the Committee.

Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

University of Toronto
September 1, 2023

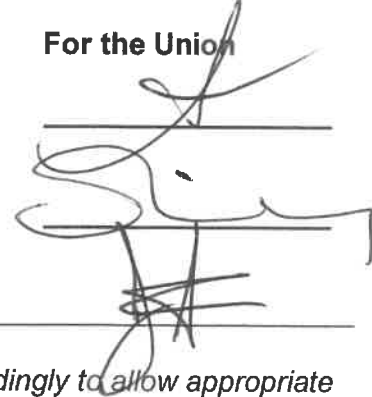
WITHOUT PREJUDICE

39

For the University



For the Union



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

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LETTER OF INTENT: VACATION PAYOUT AT CESSATION OF EMPLOYMENT

DATE

Mary Lou Scott Colleen Burke

Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

Dear Ms. **Scott Burke**,

During the term of the ~~2021-2023~~ **2023-2026** Collective Agreement, the reduction of the payment for unused vacation credits at cessation of employment, as set out in Article 22:09, shall continue to apply to employees who voluntarily cease employment with the University (e.g., resignations and retirements), as well as those employees who are terminated for just cause. For clarity, those who cease employment due to involuntary layoff shall not have their unused vacation credits reduced.

Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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University of Toronto
September 8, 2023

WITHOUT PREJUDICE

41

LETTER OF INTENT: EDUCATIONAL ASSISTANCE

DATE

~~Mary Lou Scott~~ Colleen Burke
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

Dear Ms. ~~Scott~~ Burke,

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, People Strategy, Equity & Culture
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 below**.

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:

- a) 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 a maximum of three thousand **two hundred** ~~(\$3,000)~~ **(\$3,200)** dollars per academic year. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or three thousand **two hundred** ~~(\$3,000)~~ **(\$3,200)** dollars per year, so long as the employee has already received a tuition waiver under this policy; or
- b) a University of Toronto course taken as part of the "academic bridging" programme; or
- c) a University of Toronto course taken as a "special student"; or

- d) 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.
- e) non-degree credit courses offered by the School of Continuing Studies and other University of Toronto divisions, that are work or job related, up to a maximum of ~~seven hundred and fifty (\$750)~~ eight hundred (\$800) 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), up to a maximum of seven hundred and fifty (\$750) dollars per course and a combined maximum of four (4) courses per academic year. Such courses should be taken on the staff member's own time, after normal working hours and must be either:

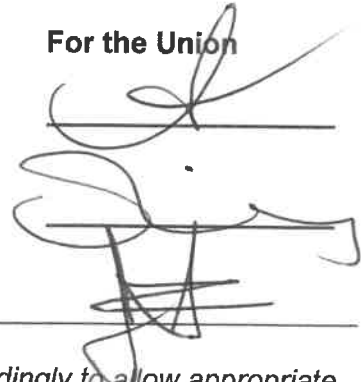
- 1) Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire.
- 2) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. 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.

For the University



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For the Union



Handwritten signature in black ink, appearing to be 'J. ...', written over a horizontal line.

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**LETTER OF INTENT: UNIFORMS, FACULTY OF DENTISTRY – UNIFORMS
AND ONTARIO DENTAL ASSISTANT ASSOCIATION FEES**

DATE

~~Mary Lou Scott~~ **Colleen Burke**
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

Dear Ms. ~~Scott~~ **Burke**,

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, **and those who are required to pay annual Ontario Dental Assistants Association fees as a condition of their employment at the University. Effective April 1, 2022** The Faculty of Dentistry shall reimburse clinical employees up to \$400 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, **and/or the cost of the annual Ontario Dental Assistants Association fees where required as a condition of their employment at the University.**

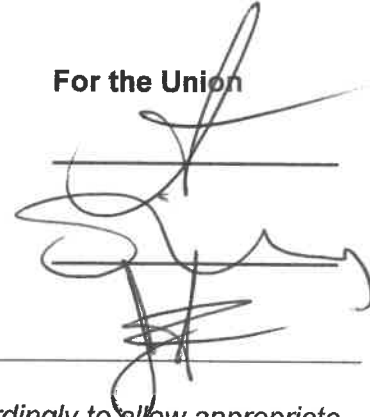
Yours truly,

Kelly Hannah-Moffat
Vice-President, ~~Human Resources & Equity~~ **People Strategy, Equity & Culture**
University of Toronto

For the University



For the Union



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LETTER OF INTENT: RESIDENCE LIFE – WORKING GROUP

DATE

Mary-Lou Scott Colleen Burke
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

Dear Ms. **Scott Burke**,

Within ~~sixty (60)~~ **ninety (90)** days of ratification of the ~~2021-2023~~ **2023-2026** Collective Agreement, the University and the Union agree to ~~form~~ **continue** a Working Group comprised of four (4) representatives from the University and four (4) representatives from the Union to discuss operational issues in respect of Residence Life staff who are required to live on campus.

The mandate of this Working Group will be to discuss **and negotiate a Memorandum of Agreement covering and make recommendations to the Vice-President, People Strategy, Equity & Culture regarding** operational issues associated with such concepts as the distribution of call-in/standby/on-call requirements, flexibility in hours of work and overtime, and other issues not related to the compensation of this unique group of employees.

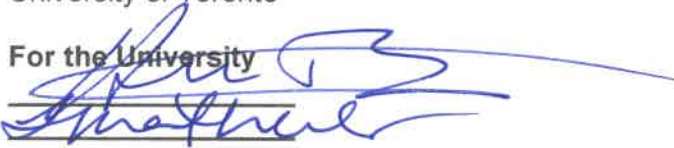
In the event that the Working Group does not reach agreement before June 30, 2024, or as may be extended by mutual agreement, the parties agree to mediation with Eli Gedalof, or another mediator to which both the University and the Union mutually agree.

The Union agrees not to pursue any individual, group, or policy grievance(s) (i.e., neither existing nor new grievances) ~~during the term of the 2021-2023 Collective Agreement~~ **until June 30, 2024 or until a Memorandum of Agreement is negotiated, whichever comes first, or as may be extended by mutual agreement,** in respect of Article 17: Standby and Call-In Pay as it applies to Residence Life staff who are required to live on campus.

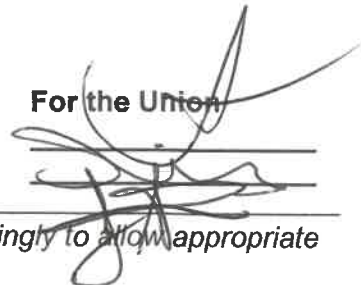
Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University



For the Union



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LETTER OF INTENT: DISCONNECTING FROM WORK

DATE

~~Mary Lou Scott~~ Colleen Burke
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

Dear Ms. **Scott Burke**,

Within ninety (90) days of the ratification of the renewal Collective Agreement, the University and the Union agree to meet at a Labour Management Committee meeting to discuss how the University's ~~guideline and/or policy in respect of~~ Policy on Disconnecting From Work is being implemented and communicated to pursuant to the Working for Workers Act, 2021, S.O. 2021, c.35 affects employees in the bargaining unit.

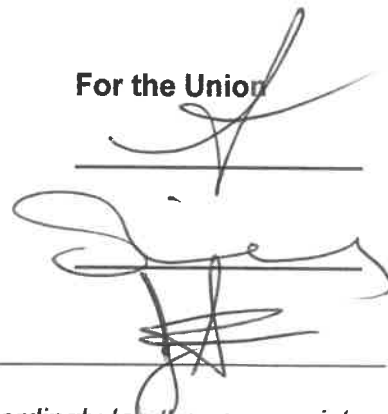
Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University



For the Union



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

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LETTER OF INTENT: PUBLIC TRANSIT SUBSIDY

DATE

Mary Lou Scott Colleen Burke

Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

Dear Ms. **Scott Burke**,

~~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.~~

During the term of the 2023-2026 Collective Agreement the University will explore programs, opportunities, and partnerships with public transit agencies serving the Greater Toronto Area (GTA).

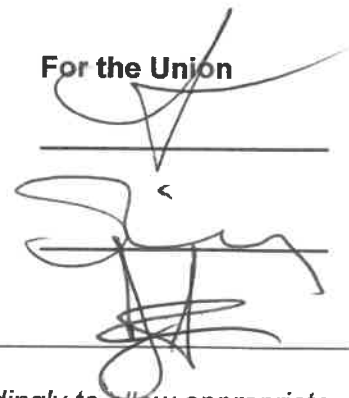
Yours truly,

Kelly Hannah-Moffat
Vice-President, **Human Resources & Equity People Strategy, Equity & Culture**
University of Toronto

For the University



For the Union



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LETTER OF INTENT: RETIREMENT INFORMATION

DATE

Colleen Burke
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

Dear Ms. Burke,

Within ninety (90) days of ratification of the renewal Collective Agreement, the University and the Union will form a joint working group comprised of three (3) representatives of the University and three (3) representatives of the Union to review existing retirement planning resources, and discuss means of communicating and promoting these resources to employees in the bargaining unit. Such resources may include on-line and/or asynchronous information modules that may include, but not be limited to, subjects such as:

- **the process to retire**
- **income sources such as Canada Pension Plan and Old Age Security**
- **overview of pension options and where to access pension information**

Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University



For the Union



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LETTER OF INTENT: REQUESTS FOR GRADUATED RETURN TO WORK FROM PREGNANCY, PARENTAL, PRIMARY CAREGIVER AND/OR ADOPTION LEAVE

DATE

Colleen Burke
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

Dear Ms. Burke,

Employees who have been off work due to pregnancy, parental, primary caregiver and/or adoption leave for eight (8) months or longer may request a graduated return to work at least six (6) weeks in advance of their planned return to work date. Such requests will be considered based on operational requirements, including but not limited to the availability and feasibility of a suitable replacement employee(s). It is understood that an employee making such a request shall utilize accrued vacation if available to facilitate such graduated return.

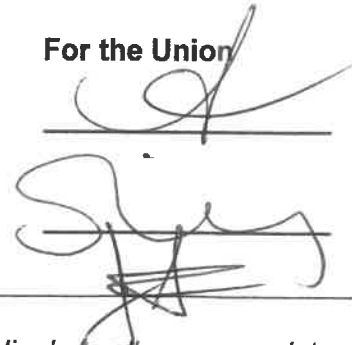
Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University



For the Union



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LETTER OF INTENT: WORKLOAD DISCUSSIONS

DATE

Colleen Burke
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

Dear Ms. Burke,

During the 2023 round of collective bargaining, the parties discussed the process for an employee to raise a concern with their manager in respect of their workload.

Where an employee is concerned that they may not be able to complete their assigned tasks and/or meet their manager's expectations about their work obligations, the employee may raise such concerns with their manager in the normal course of their day-to-day employment. Managers are expected to discuss such concerns with the employee without undue delay.

It is understood that workload related issues may be complex to assess and resolve. However, managers may consider potential remedial measures where feasible, including but not limited to prioritization of assigned duties or tasks, adjustment of timelines, additional training, or technological and/or process improvements.

The discussions about workload pursuant to this Letter, or any outcomes of those discussions including any remedial measures or lack thereof, shall not be subject to the grievance procedure.

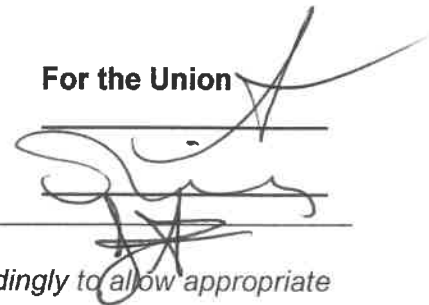
Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University



For the Union



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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:

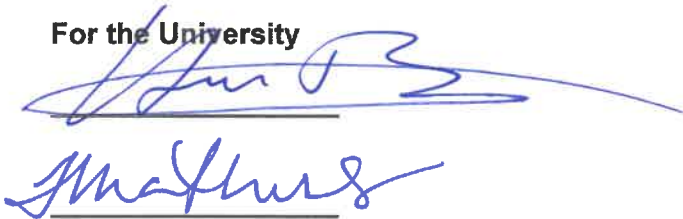
Article 2:04

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

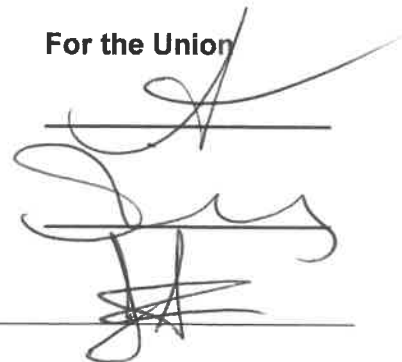
Letter of Intent: Residence Life – Working Group

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

For the University



For the Union



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Appendix X

2:02 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 (Appendix X in the Casual Collective Agreement) will, if they satisfy the criteria set out in Article 2(1) of Appendix X in the Casual Collective Agreement below, be deemed (i.e., "converted") 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 those specified in Article 2(1) of Appendix X in the Casual Collective Agreement.~~

~~(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.~~

The Union will be copied on letters of conversion.

(b) Seniority for a non-staff appointed employee converted to staff-appointed status as per Article 2(1) of Appendix X in the Casual Collective Agreement 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)~~ Article 2(1) of Appendix X in the Casual Collective Agreement.

2:03 Subject to ~~paragraphs (1) and (2)~~ Article 2:02 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.

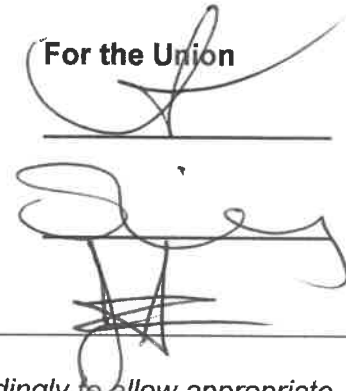
~~(b) For casuals who have been employed for at least thirteen (13) weeks and who take pregnancy, primary caregiver, adoption and/or parental leaves, the leave time will not count towards their five (5) year period. At the end of their leave, the five (5) year clock will resume.~~

For the University



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For the Union



Handwritten signature in black ink, consisting of a large, stylized initial 'J' followed by 'Smith', written over a horizontal line.

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Appendix X: School of Continuing Studies – English Language Program

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

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

For the University

For the Union

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Appendix X: School of Continuing Studies – English Language Program

ARTICLE 35: OFFICE FACILITIES

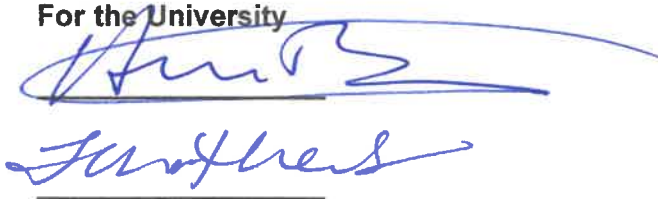
35:01 The School of Continuing Studies shall ensure that insofar as possible, consistent with the physical facilities available to the School, employees shall continue to have access to computers (including Internet access), ~~and a telephone~~, where such access is required for the performance of assigned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

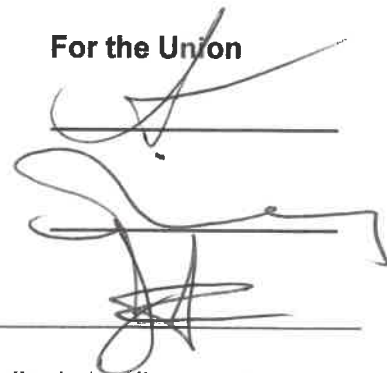
The Employer will provide employees with such books and the use of such materials as are deemed by the supervisor to be necessary for the performance of their duties. These books and materials shall remain the property of the Employer.

For the University



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For the Union



Two black ink signatures are written over two horizontal lines. The first signature is a cursive name, and the second is a more stylized signature.

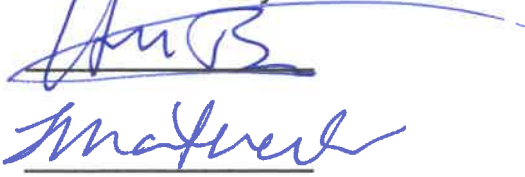
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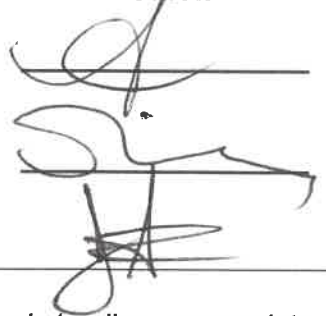
Housekeeping Items

- In Article 12:10, replace “Educational Assistance Provisions 1. 1), 2), 3), 4), 5) only” with “Educational Assistance Provisions 1. a), b), c), d), e) only”
- In Appendix X, replace all instances of “grandparented” with “legacied”

For the University



For the Union



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