

## **COLLECTIVE AGREEMENT**

**UNIVERSITY OF TORONTO SCHOOLS**

**-AND-**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION  
(UNITED STEELWORKERS)  
(HEREINAFTER CALLED "THE UNION")**



**TERM OF AGREEMENT: July 1, 2008 to June 30, 2011**



## TABLE OF CONTENTS

<b>ARTICLE 1:</b>	PURPOSE OF AGREEMENT .....	1
<b>ARTICLE 2:</b>	RECOGNITION AND SCOPE .....	1
<b>ARTICLE 3:</b>	RELATIONSHIP .....	3
	No Discrimination .....	3
	Sexual Harassment .....	3
	Racial Discrimination .....	4
	Labour/Management Committee .....	5
	General Harassment .....	5
	Information – New Hires .....	5
<b>ARTICLE 4:</b>	MANAGEMENT RIGHTS .....	6
<b>ARTICLE 5:</b>	NO STRIKE OR LOCKOUT .....	6
<b>ARTICLE 6:</b>	UNION SECURITY .....	6
<b>ARTICLE 7:</b>	UNION REPRESENTATION .....	7
<b>ARTICLE 8:</b>	NEGOTIATING COMMITTEE .....	7
<b>ARTICLE 9:</b>	GRIEVANCE PROCEDURE .....	7
<b>ARTICLE 10:</b>	DISCHARGE AND DISCIPLINARY ACTION .....	9
<b>ARTICLE 11:</b>	ARBITRATION / MEDIATION .....	9
<b>ARTICLE 12:</b>	STAFFING RELATED ISSUES .....	10
	Seniority .....	10
	Probationary Period .....	11
	Posting .....	11
	Organizational Change – Elimination of Positions or Involuntary Reduction in Appointment .....	12
	Layoff .....	13
<b>ARTICLE 13:</b>	LEAVES OF ABSENCE .....	16
	Leave of Absence Without Pay .....	16
	Union Convention or Conference Leave .....	17
	Union Leave .....	17
	Pregnancy Leave .....	18
	Primary Caregiver Leave and Adoption Leave .....	19
	Parental Leave .....	19
	Paternity Leave .....	20
	Compassionate Care Leave .....	20
	Political Leave .....	20
	Personal Leave .....	21
	Health Care Appointments .....	21
<b>ARTICLE 14:</b>	BEREAVEMENT LEAVE .....	21
<b>ARTICLE 15:</b>	UNION REPRESENTATIVE .....	21
<b>ARTICLE 16:</b>	BULLETIN BOARDS .....	22
<b>ARTICLE 17:</b>	STANDBY AND CALL-IN-PAY .....	22
	Standby Pay .....	22
	Call-in Pay .....	22
<b>ARTICLE 18:</b>	PAYMENT FOR INJURED EMPLOYEES .....	23
<b>ARTICLE 19:</b>	JURY AND WITNESS DUTY .....	23
<b>ARTICLE 20:</b>	HEALTH AND SAFETY .....	23
	Pregnancy .....	24
	Whistleblower Protection .....	24
	Accommodation .....	25
	Protective Clothing .....	25
<b>ARTICLE 21:</b>	HOLIDAYS .....	25
<b>ARTICLE 22:</b>	VACATION WITH PAY .....	26

<b>ARTICLE 23:</b>	WAGES .....	28
	Temporary Transfers .....	28
<b>ARTICLE 24:</b>	HOURS OF WORK AND OVERTIME .....	29
	Overtime .....	29
	Banking Hours For Time In Lieu Of Overtime Pay .....	30
	Meal Allowance .....	30
	No Pyramiding .....	30
	Part-Time Status for Family Care .....	30
<b>ARTICLE 25:</b>	GENERAL .....	31
<b>ARTICLE 26:</b>	PENSION AND BENEFITS .....	31
<b>ARTICLE 27:</b>	SICK LEAVE .....	31
<b>ARTICLE 28:</b>	HUMANITY CHARITABLE FUND .....	32
<b>ARTICLE 29:</b>	PART-TIME EMPLOYEES .....	32
<b>ARTICLE 30:</b>	THREE DAYS OFF WITH PAY .....	32
<b>ARTICLE 31:</b>	UNIFORMS .....	33
<b>ARTICLE 33:</b>	PERSONNEL FILE .....	33
<b>ARTICLE 32:</b>	PROFESSIONAL DEVELOPMENT .....	33
<b>ARTICLE 34:</b>	TERMINATION .....	34
<b>SCHEDULE A:</b>	SALARY .....	35
<b>SCHEDULE B:</b>	PENSION PLAN .....	36
<b>SCHEDULE C:</b>	LONG-TERM DISABILITY PLAN .....	36
<b>SCHEDULE D:</b>	GROUP LIFE PLAN .....	36
<b>SCHEDULE E:</b>	DENTAL CARE PLAN .....	36
<b>SCHEDULE F:</b>	EXTENDED HEALTH CARE PLAN .....	37
<b>SCHEDULE G:</b>	SEMI-PRIVATE/PRIVATE HOSPITAL ACCOMMODATION PLAN .....	37
<b>SCHEDULE H:</b>	JOINT MEMBERSHIP PLAN .....	37
<b>SCHEDULE I:</b>	VISION CARE PLAN .....	37
<b>SCHEDULE J:</b>	SEVERANCE PAY .....	38
<b>SCHEDULE K:</b>	HOLIDAYS .....	39
<b>LETTER OF UNDERSTANDING:</b>	SENIORITY .....	40
<b>LETTER OF UNDERSTANDING:</b>	SCHEDULE A (SALARY) .....	41
<b>LETTER OF UNDERSTANDING:</b>	E-MAIL ADDRESSES .....	45
<b>LETTER OF UNDERSTANDING:</b>	UNION MEETINGS .....	46
<b>LETTER OF UNDERSTANDING:</b>	JOB EVALUATIONS .....	47
<b>LETTER OF INTENT:</b>	EDUCATIONAL ASSISTANCE .....	48
<b>LETTER OF INTENT:</b>	PUBLIC TRANSIT SUBSIDY .....	50
<b>LETTER OF INTENT:</b>	SELF-FUNDED LEAVE PLAN .....	51
<b>LETTER OF AGREEMENT:</b>	EMPLOYMENT OF CASUAL POSITIONS .....	53
<b>LETTER OF UNDERSTANDING:</b>	STAC .....	54
<b>LETTER OF INTENT:</b>	EMPLOYMENT EQUITY .....	55
<b>LETTER OF UNDERSTANDING:</b>	EMPLOYEE CHILD CARE SUPPORT .....	56
<b>APPENDIX A:</b>	EXCLUDED POSITIONS .....	57

## ARTICLE 1: PURPOSE OF AGREEMENT

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

## ARTICLE 2: RECOGNITION AND SCOPE

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

(1) Persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations, attached as Appendix A hereto.

(2) A. Academic staff including but not limited to:

- (i) members of faculty at all professorial ranks;
- (ii) academic administrators
- (iii) librarians;
- (iv) status only appointments;
- (v) visiting academic appointments;
- (vi) senior tutors;
- (vii) tutors;
- (viii) lecturers;
- (ix) special lecturers;
- (x) instructors;
- (xi) scholars and fellows;
- (xii) sessional appointments;
- (xiii) persons hired to teach on stipend;
- (xiv) clinicians.

B. Research Associates.

C. Athletic instructors and coaches.

(3) Engineers, doctors, dentists, architects or lawyers entitled to practice in Ontario and who are employed in a professional capacity.

(4) Persons who are non staff-appointed.

(5) Persons for whom any other trade union held bargaining rights under the *Labour Relations Act* as of May 29, 1998.

2:02 (a) Notwithstanding the provisions of Article 2:01 (4) above, the following type of non-staff appointed employees covered by the USW Local 1998 Casual collective agreement will, if they satisfy the criteria set out in (1) or (2) below, be deemed to be non-probationary staff appointed employees covered by the terms and conditions of this collective agreement. The parties agree that the following types of employees are a specific and closed group to which no other non-staff appointed employees could be added, other than by the express written agreement of the parties to amend this Article, and the parties do not

intend that an arbitrator has the jurisdiction to expand the type of employees beyond that specifically set out below:

- (1) Persons who work in the same position with an appointment of forty (40) percent or more, or regularly work the equivalent or more in hours each week (i.e., fourteen and one-half (14.5) hours each week) in the same position for eighteen (18) 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 twelve (12) consecutive months will, at that time, become covered by the terms and conditions of this collective agreement.
  - (3) Employees who are UTS students are not subject to Article 2:02 (1) and (2) above.
  - (4) For the purposes of (1) and (2) above, authorized leaves of absence of less than twenty (20) working days, vacations, holidays, sessional layoffs or other UTS closings shall be deemed hours regularly worked.
- (b) Seniority for a non-staff appointed employee converted to staff-appointed status as per Article 2:02(a) will be calculated based on the date the employee commenced casual employment qualifying under Article 2:02 (i.e., normally after twelve (12) or eighteen (18) months prior to conversion).

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

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

- (a) Continuing employees have no predetermined end date and hold positions that are considered by the employing unit as part of the staff complement of the unit.
- (b) Sessional employees hold continuing positions for which UTS 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 eighteen (18) months. Each term appointment shall have a predetermined end date. In the case of a term employee who exceeds an eighteen (18) month period, such employee shall become a “continuing” or “sessional” employee, as the case may be.
- (d) In the event a USW Local 1998 Casual bargaining unit position with regularly scheduled hours of work of at least fourteen and one-half (14½) hours or more per week exceeds twenty-four (24) consecutive months’ duration, the position (other than those set out in 2:02 (a)(3) above) will become a staff-appointed position covered by this collective agreement and shall be posted in accordance with Article 12:04, unless the incumbent qualifies for staff-appointed status as per Article 2:02(a)(1) and (2).

2:04 No employee in the bargaining unit will be laid off or displaced to a lower rated job as a result of the contracting out of work normally performed by bargaining unit employees, or such work being performed on or off site by a contractor, consultants, service providers or others. Furthermore, before contracting out any work, UTS will recall for such work qualified employees who are laid off, provided these employees are available.

No employee will be laid off or otherwise adversely affected because of contracting out.

## **ARTICLE 3: RELATIONSHIP**

### **No Discrimination**

3:01 (a) UTS and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities, and people who because of their race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada. UTS and the Union are committed to employment equity and to make reasonable effort to achieving and maintaining a workforce representative of those qualified individuals available for recruitment and promotion by the School.

(b) UTS and the Union agree to uphold the Human Rights Code and will not under any circumstances permit employment practices and procedures in contravention of it. Accordingly, UTS and the Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, gender orientation, religious belief, colour, ethnic origin, mother tongue, marital status, family status, political affiliation or belief, citizenship, sexual orientation, disability as defined in the Ontario Human Rights Code, or age as defined in the Ontario Human Rights Code, or record of provincial offences or federal offences for which a pardon has been granted, unless the employees record of offences is a reasonable and bona fide qualification because of the nature of the employment.

3:02 UTS 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.

### **Sexual Harassment**

3:03 Sexual harassment shall be considered discrimination under Article 3:01 of this Agreement. Harassment based on sex includes:

(a) Unwanted sexual attention of a persistent or abusive nature, by a person who knows or ought reasonably to know that such attention is unwanted; or

(b) A course of physical or verbal conduct, or other forms of communications occurring while a member is in the employ of UTS or acting on behalf of UTS,

that is directed at one or more specific individual, that emphasizes the sex or sexual orientation of the individual or those individuals in a manner which the actor knows or ought reasonably to know creates for that individual or those individuals an intimidating, hostile, or offensive working environment and that exceeds the bounds of freedom of expression as it is understood in applicable UTS policies and accepted practices, including but not restricted to those explicitly adopted; or

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

3:04 An employee may elect to submit a grievance alleging sexual harassment under the collective agreement or to file a complaint under UTS' Sexual Harassment Policy:

- (i) An employee who elects to file a grievance under the collective agreement shall, if he or she wishes, have access to the process in UTS' Sexual Harassment Policy prior to Step 1 of the grievance procedure and may be accompanied by a Union representative during the process, if he/she chooses. An employee may withdraw from the process at any time and resume the grievance process. Where the person normally hearing the grievance is the alleged harasser, the grievance shall be automatically forwarded to the next step in the grievance procedure.
- (ii) Employees electing to proceed with a complaint under UTS' Sexual Harassment Policy shall have the right to be accompanied by a Union representative at any stage of the process.
- (iii) The time limit for filing a complaint under UTS' Sexual Harassment Policy or a grievance alleging sexual harassment under this collective agreement shall be no longer than six (6) months after the occurrence of the matter which is the subject of the complaint/grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) months.

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

### **Racial Discrimination**

3:05 An employee who files a grievance under the collective agreement alleging that he or she has been discriminated against because of race contrary to Article 3:01 may, if he or she chooses, meet with UTS' Human Resource officer prior to Step 1 of the grievance procedure and may be accompanied by a Union representative if he or she so chooses. Thereafter an employee may resume the grievance process.

## **Labour/Management Committee**

3:06 The parties agree that there will be a joint labour/management committee consisting of two (2) representatives from the UTS, one (1) of which shall be the Director of Human Resources and two (2) representatives selected by the Union, one (1) of which shall be the Local Union Unit President. The Staff Representative of the Union may also attend such meetings. Meetings will be held on a quarterly basis and each party shall submit to the other, fourteen (14) calendar days before a meeting, a written summary of the topics to be discussed at the upcoming meeting. Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify or amend any part of the collective agreement. If mutually agreed, additional meeting may be scheduled.

## **General Harassment**

3:07 UTS will provide an environment where members of the Bargaining Unit are not subjected to bullying and personal harrassment. An employee may file a grievance alleging a course of conduct amounting to bullying and personal harrassment when UTS has exhausted any applicable internal steps to respond to the situation, persuant to school policies and procedures, and the employee is dissatisfied with the outcome. Such grievance will be filed at Step 2 of the Grievance Procedure. If not resolved at Step 2, mediation or facilitation before an agreed upon mediator or facilitator must occur before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party. During any internal steps taken to resolve the situation, employee shall have the right to be accompanied by a Union representative.

## **Information – New Hires**

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

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

3:09 UTS shall, on a monthly basis, provide the Union with a list of all new hires, along with their job classification, rate of pay, status (full/part-time).

#### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4:01 The management of UTS and direction of employees are fixed exclusively with UTS and shall remain solely with UTS, except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, it is the exclusive function of UTS to:
- (a) Maintain order, discipline, and efficiency.
  - (b) Hire, assign, direct, promote, demote, classify, transfer, lay-off, recall, and suspend, discharge or otherwise discipline employees for just cause, subject to the right of an employee to grieve to the extent and manner provided herein if the provisions of the Agreement are violated in the exercise of these rights.
  - (c) Determine the nature and kind of business conducted by UTS, the kinds and locations of equipment used, materials used, the methods and techniques of work, the hours of work, work assignments, the schedules of work, the number of personnel to be employed, classifications and the qualifications for positions, duties and responsibilities of positions, and the extension, limitation, curtailment or cessation of operations.
  - (d) Establish, enforce and alter from time to time reasonable rules and regulations to be observed by employees.
- 4:02 UTS shall exercise its rights in a manner that is non-arbitrary, reasonable, in good faith and consistent with the terms of this collective agreement.

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

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

#### **ARTICLE 6: UNION SECURITY**

- 6:01 UTS agrees to deduct from the pay of each employee in the bargaining unit, on a per pay basis, such union dues, fees and assessment as prescribed by the Constitution of the Union.
- 6:02 UTS shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, as directed by the Toronto Area Office, payable to the International Treasurer of the Union.
- 6:03 The monthly remittance shall be accompanied by a statement listing: (i) the name of each employee from whose pay deductions have been made and the total amount deducted for the month; and (ii) the names of the bargaining unit employees from whom no deductions have been made and the reasons why. The monthly remittance will also include the Union's "Summary of Union Dues" form.

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

**ARTICLE 7: UNION REPRESENTATION**

- 7:01 UTS acknowledges the right of the Union to appoint or otherwise select up to one (1) Union Steward, from among employees who have completed their probationary period, for the purpose of representing employees in the handling of grievances.
- 7:02 The Union shall notify UTS, in writing, of the name of the Union Steward and Unit and will promptly notify UTS, in writing, of any changes thereto.
- 7:03 The Union Steward and Unit Chair have regular duties to perform on behalf of UTS; therefore, they will not leave their duties for the purpose of handling grievances without obtaining the permission of his/her supervisor. Such permission shall not be unreasonably withheld.
- 7:04 UTS agrees that the Unit Chair and Union Steward shall not suffer any loss of regular straight-time pay for time necessarily spent in the handling of grievances.

**ARTICLE 8: NEGOTIATING COMMITTEE**

- 8:01 UTS agrees to recognize and deal with a Negotiating Committee of one (1) bargaining unit employee, selected by the Union, along with the Unit Chair and Union Staff Representative.
- 8:02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8:03 Bargaining unit employees on the Negotiating Committee will suffer no loss of regular straight-time pay for time spent in negotiations with UTS when they would otherwise have been at work. UTS agrees to pay for a leave of two (2) days for all bargaining unit employees on the Negotiating Committee to prepare and one (1) day for two bargaining unit employees on the committee for proof-reading of the new agreement.

**ARTICLE 9: GRIEVANCE PROCEDURE**

- 9:01 It is the mutual desire of the parties that complaints with respect to the application, interpretation, administration or alleged violation of this Agreement be addressed as quickly as possible and it is understood that an employee or group of employees shall first give the immediate supervisor an opportunity to adjust a complaint before any grievance may be filed. This step may also be satisfied by the Union raising the complaint with the immediate supervisor on behalf of the employee or group

of employees, in which case the appropriate Human Resources Officer or designate will be given an opportunity to attend, or satisfied by the Union rising the complaint directly with the appropriate Human Resources Officer. Failing a satisfactory settlement within ten (10) working days, a 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.

### **Step One**

The grievance shall be submitted, in writing, to the designated Human Resource person, along with the name of the immediate supervisor, 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 Human Resource officer shall meet with the Union Steward in an attempt to resolve the grievance. The Human Resource officer may determine that the immediate supervisor shall also attend this meeting. The Human Resource officer shall, within a further five (5) working days, give his /her decision in writing to the Union.

### **Step Two**

If the decision at Step One is not satisfactory, the written grievance may be advanced by notifying the Human Resource officer, who shall forward a copy to the Principal, within five (5) working days after receiving the Step One decision in writing. The Principal shall, within seven (7) working days, meet with the Union Steward the Unit Chair, and a staff representative of the Union, or his/her designate, in a further attempt to resolve the grievance. The Principal shall, within a further seven (7) working days, give his/her decision in writing to the Union.

- 9:02 At each step of the grievance process UTS representative may have with him/her, at any grievance meeting, an equal number of UTS representatives to the number of Union representatives.
- 9:03 UTS shall not be required to consider any grievance which is not submitted within fifteen (15) working days after the grievor, became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.
- 9:04 If settlement of the grievance is not reached at Step Two, then the grievance may be referred in writing by either party to arbitration as provided in Article 11: Arbitration, at any time within twenty (20) working days after the decision is received under Step Two. 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.
- 9:05 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 UTS beginning at Step One 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 UTS at Step Two of the grievance procedure.

- 9:06 A grievance arising directly between UTS and the Union (which could not be grieved by an individual employee) shall be initiated at Step Two. Any grievance by UTS or the Union as provided herein shall be commenced within seven (7) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.
- 9:07 The time limits provided in this Article may be extended by mutual agreement between the parties in writing.
- 9:08 Where no response to the grievance is given within the time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.
- 9:09 Individual grievances alleging a violation of Article 12:04 (Job Posting) shall be submitted in accordance with the grievance procedure to the Human Resource officer.

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

- 10:01 A claim by an employee that he/she has been discharged or suspended without just cause shall be a proper subject for a grievance if a written statement of such grievance is lodged at Step One of the grievance procedure within fifteen (15) working days after the employee receives notice of the discharge or suspension.
- 10:02 An employee who will be disciplined or discharged while at work will be notified of his/her right to have a Union Steward attend such a meeting in which such discipline or discharge will be issued. If the employee requests representation by a Union Steward, the supervisor will send for his/her Union Steward without undue delay and without further discussion of the matter with the employee concerned. If requested, the Union shall send an authorized Union representative immediately and without undue delay.
- 10:03 Any notice of disciplinary action which is intended to form a part of an employee's employment record shall be given in writing with a copy to the Union. All such notices or records shall be permanently removed from the employee's file when twenty-four (24) have elapsed since the date of issue, provided there has been no recurrence of a similar infraction. Notwithstanding, the above provision, all notices or records related to a breach of an employee's duty of care or standard of care towards UTS students or any minor, as defined in the school's policies and procedures, either in the course of duties or outside of duties, will be kept for a period of 36 months, unless otherwise required by law.

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

- 11:01 When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request, in writing, addressed to the other Party to this Agreement.

11:02 Prior to submitting a grievance for arbitration, the parties will discuss the possibility of mediation in the interest of resolving disputes at an early stage.

11:03 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, selected on a rotating basis from a panel of four (4) Arbitrators set out below:

Rob Herman  
Louisa Davie  
Kevin Burkett  
Martin Teplitsky

In the event that the next arbitrator in the line of rotation is not available within 90 days, the parties agree that the next arbitrator in line will be contacted. In the event that none of the subsequent arbitrators are available within 90 days, the parties may then contact the Ministry of Labour to appoint an arbitrator.

11:04 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.

11:05 The Arbitrator shall hear and determine the grievance as filed and his or her decision shall be final and binding on the parties hereto and the employees.

11:06 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.

11:07 The parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The parties will otherwise bear their own expense with respect to any arbitration proceedings.

11:08 An arbitrator shall have the right to extend the time limits under Article 48 (16) of the Labour Relations Act.

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

12:01 The parties acknowledge UTS' commitment to being a university preparatory school and a teaching resource centre of excellent quality and recognize the role of the staff in contributing to this excellence. UTS agrees to provide employees whose work is directly affected by the introduction of new technology with the opportunity to provide feedback on proposed technology and receive appropriate training as determined by UTS, if in UTS' opinion such training is needed to perform the employee's duties in the current position.

### **Seniority**

12:02 (a) Seniority shall be based on an employee's length of continuous service with UTS from the date the employee was most recently hired by UTS, calculated as follows:

(i) For employees regularly scheduled to work thirty-six and one-quarter (36¼) hours per week or more on an annual basis, expressed in years, weeks, and days;

- (ii) For all other employees, time actually worked expressed as years, weeks and days, based on seven and one-quarter (7¼) hour days, thirty-six and one-quarter (36¼) hour weeks, and fifty-two (52) weeks per year.
- (b) For the purposes of Article 12:02(a), vacations and any authorized leave of absence permitted under this agreement will be deemed time actually worked.
- (c) UTS shall post a seniority list by January 15 and July 15 of each year. A copy of the seniority list will also be forwarded to the Union, including in an electronic format. Employees shall have forty-five (45) days to challenge the accuracy of their seniority from the date of posting, in which case that employee's seniority will be subject to adjustment if established to be inaccurate. After any such adjustments, the list shall be deemed final for all purposes except in the case of clerical errors.

### **Probationary Period**

12:03 An employee shall have no seniority and shall be considered as a probationary employee until he/she has completed 100 days of active employment (i.e., days actually at work at UTS in a staff-appointed position). For job classifications of 09N and above the probationary period is 140 days of active employment as defined above. Prior to the completion of probation, UTS must provide a formal review and the employee must participate. Failure on the part of UTS to provide a formal review shall not serve to extend the probationary period. During the probationary period an employee may be terminated at any time for a lesser standard than "just cause." The parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge or substitute or provide any other remedy in the case of the discharge of a probationary employee, unless the discharge was discriminatory, arbitrary or made in bad faith.

### **Posting**

12:04 (a) Where UTS decides to fill a vacancy in the bargaining unit it will post a notice in this regard, including a posting on a web site. The notice will include the qualifications, classification, salary range, department and person to whom an application should be submitted. The notice will specify that the posting is restricted to employees in the bargaining unit. Notices will remain posted for a minimum of six working days. Employee applicants must submit a written application, including an up-to-date resume, within the period indicated on the posting. Human Resources will receive and review all job applications for job postings prior to forwarding them to the hiring department. Qualified internal applicants will be interviewed first. However, after completing any internal interviews the hiring Department retains the discretion to post externally and consider external applicants in the selection process, along with internal employee applicants who have already received interviews, in order to determine who is the most qualified candidate.

UTS will select the qualified candidate, if any, who is demonstrably the most qualified candidate for the position taking into account factors such as qualifications, skill, ability and previous relevant experience. Where these factors are relatively equal as between two (2) or more candidates, the candidate with more seniority will be selected.

UTS shall provide applicants upon request copies of the job description. UTS shall provide the Union and the bargaining unit applicants who received an interview within ten (10) working days of the awarding of the posting the name of the successful candidate.

- (i) When requested to do so, UTS will meet with an employee who was not selected for the position with a view to discussing how the employee might prepare for future job postings.
  - (ii) Where an external applicant is selected, when requested to do so, UTS will meet with the Union to elaborate upon its rationale for concluding that the applicant selected is demonstrably the most qualified.
  - (iii) When an employee applies, is found to be qualified, but not given the position, the employee can ask for and will be given advice on how to improve his/her qualifications, and assistance in developing a career development plan and/or job search skills.
- (b) An employee selected by UTS for a posted vacancy who feels dissatisfied with the job may, within one (1) month of starting in the job, decide to return to the job the employee left to accept the position. UTS may, within one (1) month 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.
- (c) The Union shall be notified immediately of any bargaining unit position where there is a vacancy which is filled by a non-bargaining unit employee.

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

12:05 Budget cuts, departmental reorganizations, the introduction of new technology or other factors may result in organizational change in a Department that result in the elimination of one (1) or more positions, or the involuntary reduction of an employee's appointment by twenty (20) percent or more. In such cases:

- (a) A minimum of eight (8) weeks notice will be given to all affected employees in the Department, prior to the implementation of the organizational change. A copy of such notice shall be provided to the Union at the same time.
- (b) The Principal or designate will explain to the employees in the affected Department the reasons for and nature of the organizational change.
- (c) Where a position(s) to be eliminated or involuntarily reduced is one of a number of similar positions in a job group, the employee(s) in the job group with the least seniority will be laid off unless in the opinion of UTS, the more senior employee(s) in the job group lack the skill, ability or qualifications to perform in the position.
- (d) Where one (1) or more employees is facing layoff and a new position(s) is established as a result of organizational change, before being posted under Article 12:04 the new position(s) and any subsequent vacancies created as a result of the filling of the position by an employee in a department, will first be

available to employees in the department who apply for the position(s). From among such applicants UTS will select the qualified applicant, if any, who is the most qualified applicant for the position taking into account factors such as qualifications, skill, ability and previous relevant experience. Where these factors are relatively equal as between two (2) or more such employees, the employee with more seniority will be selected.

- (e) Employees laid off as a result of organizational change shall be subject to the lay-off provisions.
- (f) Notwithstanding (a) to (f) above, in the event of an involuntary reduction in appointment, the new position shall first be offered to the affected employee before being made available to employees in a department as per (d) above. If the affected employee accepts the reduced appointment, he/she shall not be eligible for the layoff provisions.

## **Layoff**

12:06 In the event of a reduction of the work force, the employee(s) with the least seniority in a job group shall be laid off, unless, in the opinion of UTS, the more senior employee(s) in the job group lack the skill, ability or qualifications to perform the work.

### **(a) Temporary Lay-off**

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

### **(b) Indefinite Lay-off**

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

12:07 The Local Union President and Unit Chair shall be notified in advance of the names of any employees slated for lay off and the expected duration of same.

12:08 Employees who are indefinitely laid off will have the following options:

- (a) Cease employment with UTS and elect enhanced severance pay effective the date of lay-off as per the severance pay schedule attached as Schedule "J" hereto, or
- (b) An employee who is laid off may displace within his/her job group the most junior employee in an equal or lower paying classification , provided that, in the opinion of UTS, the employee is capable of performing the duties of the job.
- (c) The employee displaced as a result of the above displacement procedure shall have the option of:
  - taking the enhanced severance benefits as set out in Schedule "J", in which case the employee's employment shall be terminated; or

- accepting the layoff; or
  - displacing the most junior employee in an equal or lower paying classification within UTS, provided the employee is capable of performing the duties of the job with a five (5) day training and familiarization period.
- (d) The employee displaced as a result of the second displacement shall not have the option of displacing another employee, but shall have the option of:
- taking the enhanced severance benefits as set out in Schedule “J”, in which case the employee’s employment shall be terminated; or
  - accepting the layoff.
- (e) Upon the expiration of the employee’s seniority due to layoff, as set out in Article 12.10 the employee shall receive severance as set out in Schedule “J”, and the employee’s employment shall be terminated.
- (f) An employee who elects to displace another employee must notify UTS of the desire to do so within fourteen (14) calendar days of the receipt of the notice of layoff. Should the employee not be able to displace a less senior employee, then the employee shall be deemed to be laid off.
- (g) Laid off employees will be recalled in order of seniority to vacancies in their immediately previous job group where such vacancy is in a lower or equally rated position to that prior to the lay-off, provided that, in the opinion of UTS, the employee to be recalled has the skill, ability or qualifications to perform the work required in the vacant job.
- (h) Employees who are laid off and end up in lower classifications shall receive the rate of pay for that classification.
- (i) Employees on temporary layoff (thirteen (13) weeks or less) may continue coverage for one or more of the benefits set out below (to the extent that the employee was enrolled in these benefits prior to the date of lay off) for the period of the lay off if the employee prepays monthly, in advance, the employee share of the premium or contribution cost of the benefits. UTS will continue to pay the employer share of the premium cost of the benefits.
- (j) Employees who cease employment with UTS and elect severance pay effective the date of lay off as per Article 12.08(a) may continue coverage for one or more of the benefits set out below (to the extent that the employee was enrolled in these benefits prior to the date of lay off), but excluding the Pension Plan, for a period of up to three (3) months from the date the lay off takes effect if the employee prepays monthly, in advance, the full premium cost (i.e., both the employee and employer cost) of the benefits.

Group Life Plan  
 Dental Care Plan  
 Extended Health Care Plan  
 Semi-Private Hospital Accommodation Plan  
 Joint Membership Plan  
 Vision Care Plan  
 LTD (available only to employees on sessional /temporary layoff)

No other benefits continue during an indefinite layoff.

- 12.09 (a) For the purposes of this Article 12, a “job group” will consist of one or more classifications in which the skill, ability and qualifications of employees needed to perform the work in question are substantially similar.
- (b) In July of every year covered by the term of this collective agreement, UTS, taking into account any new, deleted or revised classifications, will provide to the Union a list of job groups, and the Union is entitled to respond with its views. By no later than September of each year within the term of this collective agreement, UTS will finalize the list of job groups which shall be conclusive provided that it is rendered in good faith. UTS shall advise the Union as soon as reasonably practicable prior to any decision as to new, deleted or revised classifications being implemented.
- (c) Without limitation to UTS’s right to establish job groups in accordance with clause (a) of this article, and until UTS determines otherwise in accordance with this clause (b) of this article, the following job groups will be deemed in place upon the ratification of this collective agreement:

<b>Job Group</b>	<b>Classification(s)</b>
Academic Programming	08N: <i>Database Administrator</i>
Administrative Support	07N: <i>Assistant to the Principal Executive Assistant to Student Services Operations Administrator</i> 06N: <i>Admissions Assistant Attendance Secretary Student Services Secretary</i>
Advancement	06B: <i>Senior Development Officer</i> 07N: <i>Advancement Assistant Alumni Affairs Officer</i>
Communications	07N: <i>Communications Officer</i>
Facilities	08N: <i>Facilities Services and Purchasing Coordinator</i>
Finance	08N: <i>Senior Accountant</i> 07N: <i>Finance Assistant, Accounting, bursaries and student billing Finance Assistant, Accounts Payables and Donations</i>
IT/Media and Database administration	08B: <i>IT/Media Administrator</i> 08N: <i>IT/Media Technician</i> <i>Systems Support Technician</i> 06N: <i>Junior IT/Media Technician</i>
Library	06N: <i>Library Technician</i>

- (d) In creating or revising job groups, UTS must consider the Job Groups already established in clause (c) of this article.

- 12:10 An employee shall be deemed terminated and shall lose his/her seniority standing and his/her name shall be removed from the seniority list for any one of the following reasons: if the employee:
- (a) Quits;
  - (b) Is laid off for a period of more than twenty-four (24) months for employees with ten (10) or more years of continuous service or for a period of more than eighteen (18) months for other employees;
  - (c) Is absent from work for three (3) consecutive working days without notifying UTS within that period, unless the failure to notify is due to circumstances beyond the employee's control;
  - (d) Fails to return to work upon the cessation of an authorized leave of absence without the consent of UTS, unless the failure to return to work is due to circumstances beyond the employee's control;
  - (e) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- 12:11 UTS will provide the Union on a monthly basis (with a compatible electronic copy) a list that identifies employees' name, gender, status (full or part time), job classification, date first entered classification, current rate of pay, email address, new hires, quits and layoffs. On a quarterly basis UTS will also provide a list of employees' home addresses. The monthly files will be provided by the first day of each month. The quarterly files will be provided by April 1, July 1, October 1 and January 1.
- 12:12 The provisions of Articles 12:05 to 12:09 do not apply to term employees or sessional lay offs of sessional employees unless the term appointment or sessional appointment is terminated prior to the original term or sessional end date as stated in the employee's letter of offer (i.e., due to organizational change).
- 12:13 No employee who has successfully completed his or her probationary period shall be laid off as a direct result of contracting out.

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

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

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

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

- 13:02 (a) UTS may grant a leave of absence without pay and without loss of seniority for up to one (1) year if an employee requests it at least four (4) weeks in advance, in writing, and if the leave is for good reason and does not unduly interfere with operations. Such a leave of absence may be extended for up to six (6) additional calendar months if there is a good reason for the extension

and UTS and the Union agree. Any request for an extension of a leave must be made, in writing, prior to the expiration of the initial leave.

- (b) The President of the Unit will be notified of all leaves granted and denied under this Article.
- (c) Leaves will be not be unreasonably denied.

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

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

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

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

#### **Union Leave**

13:05 Provided the leave will not unduly interfere with operations, UTS 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 one (1) employee from the bargaining unit at any time. For leaves to assume an official position within the Local Union, UTS will grant year to year extensions with at least two (2) months written notice prior to the end of the year.

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

The employee will return to his or her position at the end of the leave if the position still exists. Any training deemed required by UTS to fulfil the duties of the position on such return will be provided by UTS. If the position is eliminated during the leave the employee will be subject to, and eligible for the provisions of, Articles 12:05 to 12:09.

### **Pregnancy Leave**

- 13:06 (a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with UTS prior to the probable date of delivery, and who presents to the Human Resources Department a doctor's certificate or certificate from a midwife stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.
- (b) For employees with one (1) year of service or more UTS will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next sixteen (16) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance Benefits.
- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to UTS. If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give UTS written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the employee will be entitled to utilize sick leave in accordance with Article 27 until the actual birth of the baby, the expected date of delivery or the date she intended to start her pregnancy leave as stated in her written notice, whichever comes first. An employee must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.
- (d) If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give UTS four (4) weeks' written notice of the date on which she intends to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give UTS four (4) weeks' written notice before the date the leave was to end.
- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during the period of an employee's pregnancy leave.

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

- 13:07
- (a) Primary Caregiver Leave is available to a parent, other than a biological mother, who has the primary responsibility for the care of a child during the eighteen (18) weeks immediately following: (i) the birth of a child or; (ii) the coming of a child into the custody, care and control of a parent for the first time. Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and is available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.
  - (b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g. for a father or same-sex parent, because the mother is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).
  - (c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.
  - (d) For employees with one (1) year of service or more UTS will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance Benefits, and, for the next sixteen (16) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.
  - (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
  - (f) Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation.

## **Parental Leave**

- 13:08
- (a) An employee who is a parent of a child and who has been employed with UTS for thirteen (13) weeks is entitled to an unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care, and control for the first time. Both parents will be eligible to take a parental leave as follows:
    - up to thirty-five (35) weeks of parental leave for birth mothers;
    - up to thirty-seven (37) weeks of parental leave for all other new parents, such as birth fathers, adoptive parents and same-sex partners.
  - (b) For employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother. For other parents, parental leave must commence within fifty-two (52) weeks after the birth or after the child first comes into the custody, care, and control of a parent. This provision is not available to employees who have taken Primary Caregiver leave.

- (c) An employee who is entitled to a parental leave is required to give UTS two (2) weeks' written notice prior to the commencement of the leave. If he/she does not specify when the leave will end, it will be assumed that he/she wishes to take the maximum leave.

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

- (d) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give UTS written notice of his/her intent to take the parental leave.
- (e) If an employee on parental leave wishes to change the date of his/her return to work to an earlier date, he/she must give UTS four (4) weeks' written notice of the date on which he/she intends to return.
- (f) If an employee wishes to change the date of return to work to a later date (of not later than the maximum length of leave), the employee must give UTS four (4) weeks' written notice before the date the leave was to end.
- (g) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

### **Paternity Leave**

- 13:09 Upon the birth or adoption of a child, a father or same-sex parent shall be granted up to five (5) days' paid leave of absence.

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

### **Compassionate Care Leave**

- 13:10 UTS will grant compassionate care leave of up to a maximum of 8 weeks to employees who take a leave of absence under the Family Medical Leave provisions of the Employment Standards Act. For employees with one (1) year of service or more UTS will pay the equivalent of the maximum possible weekly Employment Insurance benefit during the two (2) week waiting period provided that the employee applies for and receives Employment Insurance Benefits.

### **Political Leave**

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

- (a) For election to the Parliament of Canada – one (1) month.
- (b) For election to the Legislature of Ontario – one (1) month.

- (c) For election to a municipal council or Board of Education – ten (10) working days.
- (d) For election to Mayor or Chairman of City/Town/Regional Council – fifteen (15) working days.

Such leave need not be taken on consecutive days.

### **Personal Leave**

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

- 13:12 An employee may request in advance up to four (4) days or up to eight (8) half-days of paid personal leave in any year. Such requests shall not be unreasonably denied. Wherever possible, staff members shall make their need for personal leave known to their supervisor at least five (5) days in advance. Reasons for personal leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, or stepping-in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave or family leave, writing examinations, and attending to emergency situations.
- 13:13 In arranging these leaves, both the best interests of UTS as well as the interests of the employee shall be considered. It is anticipated that the employee will schedule leaves, where possible, so as to minimize the disruption to the operations of the employing department.

### **Health Care Appointments**

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

## **ARTICLE 14: BEREAVEMENT LEAVE**

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

## **ARTICLE 15: UNION REPRESENTATIVE**

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

## **ARTICLE 16: BULLETIN BOARDS**

16:01 UTS will make available bulletin boards in areas accessible to employees in the workplace for the purpose of posting notices of Union meetings and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement.

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

### **Standby Pay**

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

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

### **Call-in Pay**

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

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

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

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

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

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

20:01 UTS is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe conditions on its premises. UTS 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.

- (a) UTS requires that health and safety be a primary objective in every area of its operation and that all persons utilizing UTS premises comply with procedures, regulations and standards relating to health and safety.
- (b) UTS 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.
- (c) UTS recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work in accordance with the Occupational Health & Safety Act 2004 where there is an immediate danger to their health and safety or health and safety of others.

- 20:02 (a) The Union shall elect or appoint one (1) bargaining unit employee as a worker member to the building where bargaining unit members are employed and participate in a joint health and safety committee consisting of employer and employee representatives from amongst the occupants of the building which UTS currently utilizes (which committees have the responsibilities of Joint Health and Safety Committees under the *Occupational Health and Safety Act*), or such further department or building joint health and safety committees if established in the future.
- (b) UTS will continue to respect the functions and guidelines established for the Joint Health and Safety Committee.
- (c) A worker member appointed or elected by the Union to the above-noted Joint Health and Safety Committee may become a certified worker representative on the Committee if requested by the Union. UTS agrees to pay the costs for the core certification program provided by the Workers Health and Safety Centre.
- (d) Bargaining unit employees on the Health and Safety 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 Committee shall provide as much notice as possible to their supervisors in the event their responsibilities will require them to be away from their regular work.

### **Pregnancy**

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

### **Whistleblower Protection**

- 20:04 UTS is responsible for notifying the University of Toronto if there is a release of a hazardous substance to the air, earth or water system.
- (a) Employees first have a duty to report such releases to the immediate supervisor or designate in accordance with the Occupational Health and Safety Act. In response, the supervisor has a responsibility to ensure the appropriate investigation; reporting and remedial actions are taken without delay, in conjunction with the Joint Health and Safety Committee.
- (b) No employee shall be discharged, penalized or disciplined in the event of good faith reporting to the appropriate regulatory authority of a release of a hazardous substance.
- (c) All provisions within the Occupational Health and Safety Act must first be exhausted.

## **Accommodation**

20:05 UTS recognizes its duty to accommodate the disabilities of the bargaining unit members under the Ontario Human Rights Code.

- (a) Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, the Union may appoint an Accommodation representative to represent the employee. UTS may also request that the Union appoint an Accommodation Representative to participate in discussions regarding a particular case before a dispute arises. UTS shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to representation.
- (b) With the written consent of the employee, the Accommodation representative and UTS HR officer shall have access to any relevant medical information related to the accommodation and/or return to work of the employee.

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

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

## **Protective Clothing**

20:06 Employees will wear, and UTS will supply, protective clothing and other devices which UTS requires employees to use to protect employees from injuries arising from their employment.

## **ARTICLE 21: HOLIDAYS**

21:01 UTS will observe the following holidays:

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

- 21:02 Employees shall be eligible for the above paid holidays provided:
- (a) The employee works his/her regular scheduled hours of work immediately preceding and immediately following the holiday. For employees working flex hours, it is agreed that the employee may not be required to work the hours of work immediately preceding and immediately following the holiday; and
  - (b) The paid holiday involved occurs or is observed by UTS during a period when the employee is not absent from work by reason of sickness, injury, authorized leave of absence, or by reason of being laid off for more that thirty (30) calendar days prior to the holiday.
- 21:03 Eligible employees shall receive pay for each holiday equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday.
- 21:04 Any authorized work performed by an employee on any of the above-named holidays shall be paid at the rate of time and one-half (1/2) in addition to holiday pay.
- 21:05 Presidential Day(s) as designated by the University of Toronto shall be adopted by UTS as a day off with pay equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday. The eligibility provisions of Article 21.02 apply to Presidential Days. Any authorized work performed by an employee on a Presidential Day shall be paid at the employee's regular straight-time rate, and the employee will receive another day off with regular straight-time pay on a day mutually agreeable to the employee and the employee's supervisor.
- 21:06 UTS shall designate the day of observance of the paid holidays set out in Article 21:01 above. Notice will be sent to the Union by UTS within a reasonable time period prior to the date of observance of the paid holiday(s). Where a paid holiday falls on a Saturday or a Sunday, UTS shall designate a weekday as the day of observance for that holiday. The days of observance for the Christmas/New Year's holidays set out in Article 21:01 will be as set out in Schedule "K" attached hereto and forming part of this collective agreement, for the period specified in Schedule "K".

**ARTICLE 22: VACATION WITH PAY**

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

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

Vacation entitlement shall not be rounded up or down. Employees shall be entitled to take vacation credits earned to the nearest half (½) day. Vacation credits of less than half (½) a day shall be carried forward and shall continue to accrue.

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

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

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

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

22:04 Employees take vacation with pay (in full or half days only) using vacation credits earned. Employees may, with the consent of the Principal take vacation which exceeds the employees' vacation credits earned to the date of the commencement of the vacation.

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

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

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

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

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

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

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

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

## **ARTICLE 23: WAGES**

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

### **Temporary Transfers**

23:02 An employee who is temporarily transferred to another job to meet UTS' 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.

Temporary transfers of six (6) months or less shall not be required to be posted. All others shall be posted. It is understood and agreed that in all cases time worked on a job under the provisions of this article by a junior employee applicant will not be considered in determining qualifications, skill, ability and previous relevant experience for the purposes of selecting the successful candidate under Article 12.04.

## ARTICLE 24: HOURS OF WORK AND OVERTIME

- 24:01 It is UTS' management right to determine hours of work as UTS deems appropriate and the provisions of this Article are intended only to provide a basis for calculating time worked, and nothing in this Article shall be construed as providing any guarantees as to the hours of work per day or per week or when employees commence or end regular hours of work.
- 24:02 Regular hours of work for full time employees are thirty-six and one-quarter (36¼) hours per week (thirty-three and three-quarters (33¾) hours per week during July and August).
- UTS will provide a minimum of one (1) month's notice of an impending change of an employee's regular hours of work (e.g., a change in starting time, etc.).
- 24:03 Where an hourly rate needs to be calculated (e.g. overtime pay), it will be calculated by dividing the employee's annual salary by one-thousand eight hundred and sixty three (1,863).
- 24:04 Employees are entitled to a one (1) hour lunch break without pay, approximately midway through a work day, and a fifteen (15) minute break at an appropriate time during the first and second half of a work day.
- The one (1) hour lunch break may be adjusted to a thirty (30) minute lunch break without pay upon the mutual consent of the employee and their supervisor, provided that the start and finish times are adjusted accordingly. Part-time employees will receive a fifteen (15) minute paid break for every three (3) consecutive hours worked, except in cases where the employees work a full day, in which case they shall receive the same lunch and breaks as full-time staff appointed employees.
- 24:05 Provided it does not, in the opinion of the Department Head, adversely affect operational efficiency or service effectiveness, Department Heads will consider requests by employees for flexibility with respect to the employees' regular hours of work.

### Overtime

- 24:06 Overtime must be authorized in writing in advance by an employee's immediate supervisor. Wherever practical, all overtime shall be distributed on a voluntary basis and as equitably as possible to the employees who normally perform the work.
- 24:07 Employees who perform work in excess of thirty-six and one-quarter (36¼) hours in a work week will be paid at the rate of time and one-half the employee's regular rate of pay for authorized hours worked beyond thirty-six and one-quarter (36¼), it being understood that overtime pay will not apply unless or until the time worked is at least one-quarter (15 minutes) hour more than the employee's regular hours of work in a day.
- Employees authorized to work overtime beyond 9:00 p.m. will be provided with a taxi chit or reimbursed for campus parking.

## **Banking Hours For Time In Lieu Of Overtime Pay**

- 24:08 (a) UTS will maintain an “overtime bank” for each employee consisting of a record of periods of authorized overtime worked which an employee may take as lieu time off, which overtime bank may not at any time exceed two hundred (200) hours in total. Overtime will be credited as it is earned (e.g., at time and one-half the actual hours worked). By mutual agreement between the employee and the immediate supervisor, banked hours may be carried forward from year to year. It is agreed that for the purposes of this article a year shall be “calendar year.”
- (b) Authorized overtime worked by an employee will be credited to his/her overtime bank (if there is sufficient room in the employee’s overtime bank), unless the employee requests that the overtime be paid on the employee’s next regular pay cheque.
- (c) Lieu time off in an employee’s overtime bank will be taken at times mutually agreed to by the employee and the immediate supervisor.
- (d) Upon cessation of employment, any overtime in an employee’s overtime bank will be paid out on the employee’s final pay cheque.

## **Meal Allowance**

- 24:09 Employees who are authorized to work and who work overtime for two (2) consecutive hours or more beyond their regular hours in a work day are entitled to a meal allowance in the amount of ten (10) dollars. Employees who are authorized to work and who work overtime for four (4) hours or more on a day outside their regular work week are entitled to a meal allowance in the amount of ten (10) dollars.

## **No Pyramiding**

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

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

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

UTS may at its discretion agree to allow the employees to alter their regular work schedule (i.e. flex hours, compressed work week, working from home etc.) in order that the employee may tend to family care responsibilities. Subject to operational and safety requirements, such requests shall not be unreasonably denied.

## **ARTICLE 25: GENERAL**

- 25:01 Wherever the feminine gender is used throughout the Articles within this Agreement, it is agreed that the male gender is an acceptable substitute whenever and wherever the male gender is applicable.
- 25:02 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plurality is applicable.
- 25:03 Printing and distribution of this Agreement will be UTS' responsibility. UTS will supply a copy of the Agreement to all employees covered by the Agreement. The Employer will also supply the Union with twenty five (25) copies of the Agreement.
- 25:04 Employees must provide written confirmation to UTS of their mailing address and telephone number and must notify UTS in writing of any change in the employee's mailing address or telephone number. UTS shall be entitled to rely upon the last address and telephone number furnished by the employee for all purposes.
- 25:05 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Human Resources Director or his or her designate, University of Toronto Schools, 371 Bloor Street West, Toronto, and the Staff Representative or his or her designate, United Steelworkers, 25 Cecil Street, Toronto, Ontario, M5T 1N1.

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

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

## **ARTICLE 27: SICK LEAVE**

- 27:01 Sick leave is defined as absence because of an employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable. The purpose of sick leave is to provide against loss of earnings for employees who are prevented by sickness or accident from performing their duties.
- 27:02 Upon completion of their probationary period, employees are eligible for sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury. During their probationary period, employees are eligible for sick leave up to periods of five (5) days.
- 27:03 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work.

- 27:04 An employee may, with prior warning, be required by UTS to provide a doctor's certificate certifying that the employee is unable to carry out his/her normal duties due to illness.
- 27:05 An employee who is hospitalized or confined by order of a doctor during his/her vacation period will be allowed to draw sick leave with pay for the period of time for which he/she is hospitalized or confined providing that the employee furnishes proof of such hospitalization or confinement to his/her supervisor. The employee will be allowed to reschedule that portion of vacation during which he/she was hospitalized or confined at a later date mutually agreeable to the employee and the employee's supervisor.

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

- 28:01 UTS agrees to deduct the amount of one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked and prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to the United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names and addresses of all employees in the bargaining unit on whose behalf such payment has been made.
- 28:02 Employees may opt out of the Humanity Fund by providing written notice of their desire to do so to the Union, who shall advise UTS of the request.
- 28:03 The Union shall provide the charitable receipt to employees.

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

- 29:01 Staff appointed employees who are regularly scheduled to work less than thirty-six and one-quarter (36¼) hours per week will be considered part-time employees for the purposes of this Article.
- 29:02 The provisions of this collective agreement apply to part-time employees subject to the modifications set out below:
- (a) Employees accrue vacation credits on the same basis as set out in Article 22: Vacation, but pro-rated according to the percentage of the employee's appointment. For example a fifty (50) percent appointment employee in the first sixty (60) months of employment will earn 1/12 of 7.5 days each month, or 0.625 days per month).

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

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

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

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

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

### **ARTICLE 31: UNIFORMS**

31:01 UTS agrees to provide all necessary uniforms to employees who are required to wear uniforms by UTS.

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

32:01 An employee may review his or her personnel file, provided that two (2) working days prior notice is given to the appropriate local Human Resources Office. The employee is entitled to be accompanied by a union representative for up to half (½) an hour to review the personnel file. The employee may request that any document not relevant to their current employment be removed from their file. Such requests shall be made in writing. UTS shall respond in writing, confirming that the material has been removed or providing the reasons why it was not be removed.

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

33:01 UTS is a merit based not-for-profit university preparatory school and learning community that builds on its tradition of academic distinction to prepare high-achieving and well-rounded students to be socially responsible leaders and global citizens.

UTS recognizes the important role that administrative staff have in contributing to the achievement of UTS' Vision and Mission. Therefore, UTS 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 UTS offers staff development opportunities and an educational assistance program, and encourages staff to engage in career development opportunities.

UTS will grant, upon request by the employee a minimum of three (3) days professional development per year related to the employee's position or as part of an agreed upon career development plan. Requests for access to professional development will be granted subject to operational requirements of the unit and cost. Such requests shall not be unreasonably withheld.

**ARTICLE 34: TERMINATION**

- 34:01 This Agreement shall be effective from July 1, 2008 and shall continue in effect up to and including the 30th day of June, 2011, and shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing within a period of ninety (90) calendar days immediately prior to the expiration date that it desires to amend the Agreement.
- 34:02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 33:01, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

**IN WITNESS WHEREOF** each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on October 24, 2008.

**UNIVERSITY OF TORONTO SCHOOLS**

  
\_\_\_\_\_  
Robert E. Lord

  
\_\_\_\_\_  
Michael M. Robertson

  
\_\_\_\_\_  
Lily McGregor

  
\_\_\_\_\_  
Bryan Adamczyk

  
\_\_\_\_\_  
David Chew

  
\_\_\_\_\_  
Carotne Kolch

and

**UNITED STEELWORKERS**

## **SCHEDULE A: Salary**

Effective July 1, 2008 a three and one half (3 ½) percent ATB increase to all salary scales.

Effective July 1, 2009 a three (3) percent ATB increase to all salary scales.

Effective July 1, 2010, a three (3) percent ATB increase to all salary scales.

### Notes to Salary Schedule:

- (1) Employees shall move up a minimum of one step on the grid every twelve (12) months of their employment in the job classification to maximum of the highest step on the grid for the classification.
- (2) Where an employee is appointed to a classification in a higher salary grade, the employee's salary will be increased to the next higher salary step, whereby such step shall be at least equal to or greater than three (3) percent of the employee's current salary. Where an employee is appointed to a classification in a lower salary grade, the employee's salary will be decreased to the salary step in the lower salary grade closest to, but less than, the employee's salary in the higher grade. For clarity, the hiring rate of a salary grade is considered a step on the grid.
- (3) Newly hired or appointed employees will be paid no less than the starting rate for the salary grade of the classification, but UTS, can in its sole discretion, place newly hired or promoted employees at any step on the grid above the starting rate (subject to the minimum grid placement for promoted employees as per paragraph 3 above).
- (4) UTS can, in its sole discretion, move employees through the grid at an accelerated rate.
- (5) For the purposes of retention, recruitment, skills shortage, or to recognize an employee's extraordinary effort and/or contribution, UTS may, in its sole discretion, make lump sum payments to employees in addition to an employee's base salary. Any such payments will not form part of and will not increase the base salary of those employees who receive them and will not form part of an employee's compensation or remuneration for any purposes under the collective agreement, benefit, or pension plans.
- (6) UTS decisions with respect to paragraphs 4, 5 or 6 above are within the sole discretion of UTS and in no case shall an arbitrator or board of arbitration have the jurisdiction to make or order any movement or placement on the grid as per paragraphs 4 or 5 or any payments as per paragraph 6.
- (7) UTS will, on a quarterly basis, advise the Union in writing of any grid placements as per paragraphs 4 or 5 above or any payments as per paragraph 6 above.

## **SCHEDULE B: Pension Plan**

Eligible employees must participate in a Defined Contribution Pension Plan for UTS Employees. UTS will administer the Plan in accordance with the terms and conditions of the Plan.

### **UTS contribution Rates**

For the period of July 1, 2008 to June 30, 2009 the MOA dated February 7, 2007 shall be incorporated into and is part of this Collective Agreement.

<b>Dates</b>	<b>Up to YMPE</b>	<b>Above YMPE</b>
July 1, 2008	10.4%	12%
July 1, 2009	10.4%	12%
July 1, 2010	11%	2%

Eligible employees must contribute at least 5% and, at the option of the employee, may contribute an amount greater than 5% but no more than the amount legislatively permitted for combined employee/employer contributions (currently 18%) but in any event no more than the contribution amount of UTS.

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

UTS agrees to contribute eighty (80) percent of the billed rates of premiums for employees participating in UTS Long-Term Disability Plan for Members of the Academic and Administrative Staff in effect on January 1, 2007 in accordance with the provisions and regulations of the said plan during the term of this Agreement. Participation in the said Long-Term Disability Plan is required as a condition of employment.

## **SCHEDULE D: Group Life Plan**

UTS shall continue to contribute one hundred (100) percent of the billed rates of premiums for employees for Basic Coverage at no cost to the employee, in accordance with the provisions and regulations of UTS Group Life Plan for Members of the Academic and Administrative Staff in effect on January 1, 2007 during the term of this Agreement. Employees may elect to take additional coverage in accordance with the provisions and regulations governing optional coverage as specified in the Group Life Plan.

## **SCHEDULE E: Dental Care Plan**

UTS agrees to contribute eighty (80) percent of the billed rates of premiums for employees participating in UTS Dental Care Plan.

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

to any employee who is exempt from participation in the Dental Care Plan in effect on the date of ratification.

FIRST YEAR OF THE AGREEMENT Orthodontics: Effective November 1, 2008 the existing Dental Plan be amended to cover expenses for orthodontic services for staff appointed employees and their eligible dependents reimbursed at 50% of orthodontic expenses up to \$2500 per individual per lifetime.

#### **SCHEDULE F: Extended Health Care Plan**

UTS agrees to contribute seventy-five (75) percent of the billed rates of premiums for employees participating in UTS Extended Health Care Plan.

FIRST YEAR OF THE AGREEMENT Effective November 1, 2008 The existing plan be amended to expand current Registered Massage Therapist coverage to include Chiropractic treatment to a combined maximum of \$500 per person per year for staff appointed employees and their eligible dependents.

FIRST YEAR OF THE AGREEMENT Effective November 1, 2008 The existing Extended Health Plan be amended to cover the costs of Physiotherapy services for staff appointed employees and their eligible dependents up to \$500 per individual per year.

#### **SCHEDULE G: Semi-Private/Private Hospital Accommodation Plan**

UTS agrees to contribute seventy-five (75) percent of the billed rates of premiums for employees participating in the UTS Semi-Private/Private Hospital Accommodation Plan.

#### **SCHEDULE H: Joint Membership Plan**

As per special arrangement between the University and UTS, UTS employees are eligible for membership in the Joint Membership Plan for staff of the University of Toronto in effect on January 24, 2000 subject to the provisions established with respect to such membership.

#### **SCHEDULE I: Vision Care Plan**

UTS agrees to contribute fifty (50) percent of the billed rates of premiums for employees participating in the UTS Vision Care Plan.

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

FIRST YEAR OF THE AGREEMENT Vision Care: Effective November 1, 2008 the existing plan be amended to increase the vision care benefit to \$300 for staff appointed employees and eligible dependents.

## CHANGE IN BENEFIT PLANS/CARRIER

The Union agrees that UTS can change the benefit plans and/or carriers for the benefits in Schedule "C" to "I" on prior notice to and discussion with the Union and provided the level of benefits coverage is not diminished from the UTS Plan in place on January 1, 2007.

## SCHEDULE J: Severance Pay

Schedule of Severance Pay on Layoff

---

Continuous YearsOf Service At Date of Layoff (years)	Enhanced Severance Pay Severance Pay (weeks)	Effective Date of Layoff (weeks)
0	0	0
1	0	0
2	0	2
3	1	4
4	2	6
5	6	10
6	7	12
7	8	14
8	9	16
9	10	18
10	11	24
11	12	26
12	13	28
13	15	30
14	17	32
15	19	35
16	21	38
17	23	42
18	25	44
19	27	48
20	29	52
21	31	52
22	33	52
23	35	52
24	37	52
25	39	52
26	41	52
27	43	52
28	45	52
29	47	52
30	52	52
31	52	52

---

## SCHEDULE K: Holidays

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

### December 2008/January 2009

- Monday, December 22 Day of Closure
- Tuesday, December 23 Day of Closure
- Wednesday, December 24 Day before Christmas Day
- Thursday, December 25 Christmas Day
- Friday, December 26 Boxing Day Holiday
- Monday, December 29 Day of Closure
- Tuesday, December 30 Day of Closure
- Wednesday, December 31 Day before New Year's Day
- Thursday, January 1 New Year's Day Holiday
- T.B.A Presidential Holiday

### December 2009/January 2010

- Monday, December 21 Day of Closure
- Tuesday, December 22 Day of Closure
- Wednesday, December 23 Day of Closure
- Thursday, December 24 Day before Christmas Day
- Friday, December 25 Christmas Day
- Monday, December 28 Day of Closure
- Tuesday, December 29 Day of Closure
- T.B.A Presidential Day
- Thursday, December 31 Day before New Year's Day
- Friday, January 1 New Year's Day Holiday

### December 2010/January 2011

- Monday, December 20 Day of Closure
- Tuesday, December 21 Day of Closure
- T.B.A Presidential Holiday
- T.B.A Presidential Holiday
- Friday, December 24 Day before Christmas Day
- Monday, December 27 Day of Closure
- Tuesday, December 28 Day of Closure
- Wednesday, December 29 Day of Closure
- Thursday, December 30 Day of Closure
- Friday, December 31 Day before New Year's Day

**LETTER OF UNDERSTANDING: Seniority**

October 24, 2008

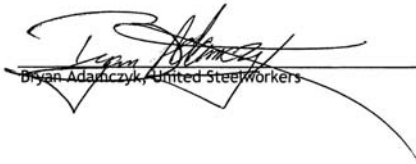
Bryan Adamczyk  
Staff Representative  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario  
M5T 1N1

Dear Mr. Adamczyk,

For the purpose of clarity, the University of Toronto Schools and the United Steelworkers agree that staff-appointed Grandparented UTS employees with years of service at University of Toronto and UTS, will have their seniority calculated on the basis of the employee's length of continuous service with the University and UTS from the first date the employee was most recently hired by the University or UTS.

Dated at Toronto this 24th day of October, 2008.

  
\_\_\_\_\_  
Michael M. Robertson, University of Toronto Schools

  
\_\_\_\_\_  
Bryan Adamczyk, United Steelworkers

**LETTER OF UNDERSTANDING: Schedule A (Salary)**

October 24, 2008

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

Dear Mr. Adamczyk,


For the purpose of clarity, the University of Toronto Schools and the United Steelworkers agree that:

The term "appointed" includes any change in classification by an employee, and/or any movement of an employee pursuant to Note 4 of Schedule A of the collective agreement;

The U of T's "*Schedule A*" effective January 1, 2009, July 1, 2009 and July 1 2010, attached hereto, shall be applied to the UTS salary scales effective July 1 2008, July 1 2009 and July 1 2010, respectively.

Dated at Toronto this 24th day of October, 2008.

  
Michael M. Robertson, University of Toronto Schools

  
Bryan Adamczyk, United Steelworkers

**Applied UT Salary Grid (effective July 1, 2008)**

Pay Scale Group		Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
02S	A	90,433	94,241	98,050	101,858	104,713	107,565	110,425	112,325	114,231
	M	7,536.08	7,853.42	8,170.83	8,488.17	8,726.08	8,963.75	9,202.08	9,360.42	9,519.25
01S	A	83,758	87,286	90,814	94,339	96,988	99,632	102,276	104,039	105,802
	M	6,979.83	7,273.83	7,567.83	7,861.58	8,082.33	8,302.67	8,523.00	8,669.92	8,816.83
08B	A	73,451	76,715	79,979	83,242	85,690	88,140	90,588	92,220	93,852
	M	6,120.92	6,392.92	6,664.92	6,936.83	7,140.83	7,345.00	7,549.00	7,685.00	7,821.00
12N	A	69,508	72,597	75,688	78,778	81,093	83,410	85,727	87,270	88,815
	M	5,792.33	6,049.75	6,307.33	6,564.83	6,757.75	6,950.83	7,143.92	7,272.50	7,401.25
07B	A	66,031	68,965	71,902	74,836	77,035	79,237	81,434	82,906	84,374
	M	5,502.58	5,747.08	5,991.83	6,236.33	6,419.58	6,603.08	6,786.17	6,908.83	7,031.17
11N	A	62,571	65,351	68,133	70,915	73,000	75,087	77,171	78,562	79,952
	M	5,214.25	5,445.92	5,677.75	5,909.58	6,083.33	6,257.25	6,430.92	6,546.83	6,662.67
06B	A	59,456	62,097	64,739	67,381	69,363	71,345	73,325	74,646	75,968
	M	4,954.67	5,174.75	5,394.92	5,615.08	5,780.25	5,945.42	6,110.42	6,220.50	6,330.67
10N	A	56,398	58,903	61,411	63,914	65,800	67,675	69,556	70,809	72,063
	M	4,699.83	4,908.58	5,117.58	5,326.17	5,483.33	5,639.58	5,796.33	5,900.75	6,005.25
05B	A	53,624	56,007	58,388	60,774	62,563	64,349	66,139	67,329	68,520
	M	4,468.67	4,667.25	4,865.67	5,064.50	5,213.58	5,362.42	5,511.58	5,610.75	5,710.00
09N	A	50,748	53,005	55,263	57,516	59,210	60,900	62,590	63,719	64,847
	M	4,229.00	4,417.08	4,605.25	4,793.00	4,934.17	5,075.00	5,215.83	5,309.92	5,403.92
04B	A	48,350	50,497	52,648	54,797	56,410	58,019	59,630	60,706	61,778
	M	4,029.17	4,208.08	4,387.33	4,566.42	4,700.83	4,834.92	4,969.17	5,058.83	5,148.17
08N	A	45,776	47,810	49,845	51,880	53,405	54,930	56,455	57,473	58,490
	M	3,814.67	3,984.17	4,153.75	4,323.33	4,450.42	4,577.50	4,704.58	4,789.42	4,874.17
03B	A	43,660	45,602	47,542	49,482	50,937	52,391	53,849	54,816	55,788
	M	3,638.33	3,800.17	3,961.83	4,123.50	4,244.75	4,365.92	4,487.42	4,568.00	4,649.00
07N	A	41,482	43,325	45,169	47,010	48,395	49,776	51,161	52,081	53,003
	M	3,456.83	3,610.42	3,764.08	3,917.50	4,032.92	4,148.00	4,263.42	4,340.08	4,416.92
02B	A	39,644	41,405	43,166	44,930	46,250	47,575	48,893	49,775	50,657
	M	3,303.67	3,450.42	3,597.17	3,744.17	3,854.17	3,964.58	4,074.42	4,147.92	4,221.42
06N	A	37,922	39,607	41,295	42,981	44,244	45,506	46,771	47,615	48,456
	M	3,160.17	3,300.58	3,441.25	3,581.75	3,687.00	3,792.17	3,897.58	3,967.92	4,038.00
01B	A	36,189	37,795	39,404	41,012	42,222	43,425	44,633	45,436	46,239
	M	3,015.75	3,149.58	3,283.67	3,417.67	3,518.50	3,618.75	3,719.42	3,786.33	3,853.25
05N	A	34,443	35,972	37,500	39,033	40,178	41,330	42,477	43,242	44,008
	M	2,870.25	2,997.67	3,125.00	3,252.75	3,348.17	3,444.17	3,539.75	3,603.50	3,667.33
04N	A	31,813	33,225	34,641	36,053	37,115	38,173	39,235	39,941	40,648
	M	2,651.08	2,768.75	2,886.75	3,004.42	3,092.92	3,181.08	3,269.58	3,328.42	3,387.33
03N	A	29,449	30,758	32,068	33,376	34,358	35,337	36,322	36,977	37,629
	M	2,454.08	2,563.17	2,672.33	2,781.33	2,863.17	2,944.75	3,026.83	3,081.42	3,135.75
02N	A	27,344	28,559	29,773	30,991	31,901	32,812	33,724	34,330	34,940
	M	2,278.67	2,379.92	2,481.08	2,582.58	2,658.42	2,734.33	2,810.33	2,860.83	2,911.67

**Applied UT Salary Grid (effective July 1, 2009)**

Pay Scale Group		Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
02S	A	93,146	97,068	100,992	104,914	107,854	110,792	113,738	115,695	117,658
	M	7,762.17	8,089.00	8,416.00	8,742.83	8,987.83	9,232.67	9,478.17	9,641.25	9,804.83
01S	A	86,271	89,905	93,538	97,169	99,898	102,621	105,344	107,160	108,976
	M	7,189.25	7,492.08	7,794.83	8,097.42	8,324.83	8,551.75	8,778.67	8,930.00	9,081.33
08B	A	75,655	79,016	82,378	85,739	88,261	90,784	93,306	94,987	96,668
	M	6,304.58	6,584.67	6,864.83	7,144.92	7,355.08	7,565.33	7,775.50	7,915.58	8,055.67
12N	A	71,593	74,775	77,959	81,141	83,526	85,912	88,299	89,888	91,479
	M	5,966.08	6,231.25	6,496.58	6,761.75	6,960.50	7,159.33	7,358.25	7,490.67	7,623.25
07B	A	68,012	71,034	74,059	77,081	79,346	81,614	83,877	85,393	86,905
	M	5,667.67	5,919.50	6,171.58	6,423.42	6,612.17	6,801.17	6,989.75	7,116.08	7,242.08
11N	A	64,448	67,312	70,177	73,042	75,190	77,340	79,486	80,919	82,351
	M	5,370.67	5,609.33	5,848.08	6,086.83	6,265.83	6,445.00	6,623.83	6,743.25	6,862.58
06B	A	61,240	63,960	66,681	69,402	71,444	73,485	75,525	76,885	78,247
	M	5,103.33	5,330.00	5,556.75	5,783.50	5,953.67	6,123.75	6,293.75	6,407.08	6,520.58
10N	A	58,090	60,670	63,253	65,831	67,774	69,705	71,643	72,933	74,225
	M	4,840.83	5,055.83	5,271.08	5,485.92	5,647.83	5,808.75	5,970.25	6,077.75	6,185.42
05B	A	55,233	57,687	60,140	62,597	64,440	66,279	68,123	69,349	70,576
	M	4,602.75	4,807.25	5,011.67	5,216.42	5,370.00	5,523.25	5,676.92	5,779.08	5,881.33
09N	A	52,270	54,595	56,921	59,241	60,986	62,727	64,468	65,631	66,792
	M	4,355.83	4,549.58	4,743.42	4,936.75	5,082.17	5,227.25	5,372.33	5,469.25	5,566.00
04B	A	49,801	52,012	54,227	56,441	58,102	59,760	61,419	62,527	63,631
	M	4,150.08	4,334.33	4,518.92	4,703.42	4,841.83	4,980.00	5,118.25	5,210.58	5,302.58
08N	A	47,149	49,244	51,340	53,436	55,007	56,578	58,149	59,197	60,245
	M	3,929.08	4,103.67	4,278.33	4,453.00	4,583.92	4,714.83	4,845.75	4,933.08	5,020.42
03B	A	44,970	46,970	48,968	50,966	52,465	53,963	55,464	56,460	57,462
	M	3,747.50	3,914.17	4,080.67	4,247.17	4,372.08	4,496.92	4,622.00	4,705.00	4,788.50
07N	A	42,726	44,625	46,524	48,420	49,847	51,269	52,696	53,643	54,593
	M	3,560.50	3,718.75	3,877.00	4,035.00	4,153.92	4,272.42	4,391.33	4,470.25	4,549.42
02B	A	40,833	42,647	44,461	46,278	47,638	49,002	50,360	51,268	52,177
	M	3,402.75	3,553.92	3,705.08	3,856.50	3,969.83	4,083.50	4,196.67	4,272.33	4,348.08
06N	A	39,060	40,795	42,534	44,270	45,571	46,871	48,174	49,043	49,910
	M	3,255.00	3,399.58	3,544.50	3,689.17	3,797.58	3,905.92	4,014.50	4,086.92	4,159.17
01B	A	37,275	38,929	40,586	42,242	43,489	44,728	45,972	46,799	47,626
	M	3,106.25	3,244.08	3,382.17	3,520.17	3,624.08	3,727.33	3,831.00	3,899.92	3,968.83
05N	A	35,476	37,051	38,625	40,204	41,383	42,570	43,751	44,539	45,328
	M	2,956.33	3,087.58	3,218.75	3,350.33	3,448.58	3,547.50	3,645.92	3,711.58	3,777.33
04N	A	32,767	34,222	35,680	37,135	38,228	39,318	40,412	41,139	41,867
	M	2,730.58	2,851.83	2,973.33	3,094.58	3,185.67	3,276.50	3,367.67	3,428.25	3,488.92
03N	A	30,332	31,681	33,030	34,377	35,389	36,397	37,412	38,086	38,758
	M	2,527.67	2,640.08	2,752.50	2,864.75	2,949.08	3,033.08	3,117.67	3,173.83	3,229.83
02N	A	28,164	29,416	30,666	31,921	32,858	33,796	34,736	35,360	35,988
	M	2,347.00	2,451.33	2,555.50	2,660.08	2,738.17	2,816.33	2,894.67	2,946.67	2,999.00

**Applied UT Salary Grid (effective July 1, 2010)**

Pay Scale Group		Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
02S	A	95,940	99,980	104,022	108,061	111,090	114,116	117,150	119,166	121,188
	M	7,995.00	8,331.67	8,668.50	9,005.08	9,257.50	9,509.67	9,762.50	9,930.50	10,099.00
01S	A	88,859	92,602	96,344	100,084	102,895	105,700	108,504	110,375	112,245
	M	7,404.92	7,716.83	8,028.67	8,340.33	8,574.58	8,808.33	9,042.00	9,197.92	9,353.75
08B	A	77,925	81,386	84,849	88,311	90,909	93,508	96,105	97,837	99,568
	M	6,493.75	6,782.17	7,070.75	7,359.25	7,575.75	7,792.33	8,008.75	8,153.08	8,297.33
12N	A	73,741	77,018	80,298	83,575	86,032	88,489	90,948	92,585	94,223
	M	6,145.08	6,418.17	6,691.50	6,964.58	7,169.33	7,374.08	7,579.00	7,715.42	7,851.92
07B	A	70,052	73,165	76,281	79,393	81,726	84,062	86,393	87,955	89,512
	M	5,838	6,097	6,357	6,616	6,811	7,005	7,199	7,330	7,459
11N	A	66,381	69,331	72,282	75,233	77,446	79,660	81,871	83,347	84,822
	M	5,531.75	5,777.58	6,023.50	6,269.42	6,453.83	6,638.33	6,822.58	6,945.58	7,068.50
06B	A	63,077	65,879	68,681	71,484	73,587	75,690	77,791	79,192	80,594
	M	5,256.42	5,489.92	5,723.42	5,957.00	6,132.25	6,307.50	6,482.58	6,599.33	6,716.17
10N	A	59,833	62,490	65,151	67,806	69,807	71,796	73,792	75,121	76,452
	M	4,986.08	5,207.50	5,429.25	5,650.50	5,817.25	5,983.00	6,149.33	6,260.08	6,371.00
05B	A	56,890	59,418	61,944	64,475	66,373	68,267	70,167	71,429	72,693
	M	4,740.83	4,951.50	5,162.00	5,372.92	5,531.08	5,688.92	5,847.25	5,952.42	6,057.75
09N	A	53,838	56,233	58,629	61,018	62,816	64,609	66,402	67,600	68,796
	M	4,486.50	4,686.08	4,885.75	5,084.83	5,234.67	5,384.08	5,533.50	5,633.33	5,733.00
04B	A	51,295	53,572	55,854	58,134	59,845	61,553	63,262	64,403	65,540
	M	4,274.58	4,464.33	4,654.50	4,844.50	4,987.08	5,129.42	5,271.83	5,366.92	5,461.67
08N	A	48,563	50,721	52,880	55,039	56,657	58,275	59,893	60,973	62,052
	M	4,046.92	4,226.75	4,406.67	4,586.58	4,721.42	4,856.25	4,991.08	5,081.08	5,171.00
03B	A	46,319	48,379	50,437	52,495	54,039	55,582	57,128	58,154	59,186
	M	3,859.92	4,031.58	4,203.08	4,374.58	4,503.25	4,631.83	4,760.67	4,846.17	4,932.17
07N	A	44,008	45,964	47,920	49,873	51,342	52,807	54,277	55,252	56,231
	M	3,667.33	3,830.33	3,993.33	4,156.08	4,278.50	4,400.58	4,523.08	4,604.33	4,685.92
02B	A	42,058	43,926	45,795	47,666	49,067	50,472	51,871	52,806	53,742
	M	3,504.83	3,660.50	3,816.25	3,972.17	4,088.92	4,206.00	4,322.58	4,400.50	4,478.50
06N	A	40,232	42,019	43,810	45,598	46,938	48,277	49,619	50,514	51,407
	M	3,352.67	3,501.58	3,650.83	3,799.83	3,911.50	4,023.08	4,134.92	4,209.50	4,283.92
01B	A	38,393	40,097	41,804	43,509	44,794	46,070	47,351	48,203	49,055
	M	3,199.42	3,341.42	3,483.67	3,625.75	3,732.83	3,839.17	3,945.92	4,016.92	4,087.92
05N	A	36,540	38,163	39,784	41,410	42,624	43,847	45,064	45,875	46,688
	M	3,045.00	3,180.25	3,315.33	3,450.83	3,552.00	3,653.92	3,755.33	3,822.92	3,890.67
04N	A	33,750	35,249	36,750	38,249	39,375	40,498	41,624	42,373	43,123
	M	2,812.50	2,937.42	3,062.50	3,187.42	3,281.25	3,374.83	3,468.67	3,531.08	3,593.58
03N	A	31,242	32,631	34,021	35,408	36,451	37,489	38,534	39,229	39,921
	M	2,603.50	2,719.25	2,835.08	2,950.67	3,037.58	3,124.08	3,211.17	3,269.08	3,326.75
02N	A	29,009	30,298	31,586	32,879	33,844	34,810	35,778	36,421	37,068
	M	2,417.42	2,524.83	2,632.17	2,739.92	2,820.33	2,900.83	2,981.50	3,035.08	3,089.00

**LETTER OF UNDERSTANDING: E-mail Addresses**

October 24, 2008


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

Dear Mr. Adamczyk,

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

Dated at Toronto this 24th day of October, 2008.

  
\_\_\_\_\_  
Michael M. Robertson, University of Toronto Schools

  
\_\_\_\_\_  
Bryan Adamczyk, United Steelworkers

**LETTER OF UNDERSTANDING: Union Meetings**

October 24, 2008


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

Dear Mr. Adamczyk,

Employees will be given time off (not to exceed two (2) hours), with no loss of regular straight time pay, up to three (3) times per year to attend General Membership Meetings of the Local Union. The Union may use a UTS meeting room at no cost for this purpose. Wherever practical, the Union will advise UTS of the date of the meeting no later than six (6) weeks prior to the meeting. However, in the event UTS is not provided with six (6) weeks notice, release of employees to attend such meetings shall be subject to operational and safety considerations.

Dated at Toronto this 24th day of October, 2008.

  
Michael M. Robertson, University of Toronto Schools

  
Bryan Adamczyk, United Steelworkers

**LETTER OF UNDERSTANDING: Job Evaluations**

October 24, 2008


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


Dear Mr. Adamczyk,

UTS and Union agree to review the Job Evaluation Program and any attached maintenance provisions, once finalized by U of T and USW. Upon review, UTS and the Union will make any necessary adjustments to the programs in order to adapt the process and relevant documentation to meet the job qualifications required for the positions, duties and responsibilities held by USW staff at UTS. Subject to amendments agreed to by UTS and the Union, the Job Evaluation Program and maintenance provisions will be adopted and implemented.

Where the parties are unable to resolve any disputes or other matters relevant to the Job Evaluation Program, the parties agree to have all such matters referred to arbitrator Mary Ellen Cummings for final dispute resolution on an expedited basis.

Dated at Toronto this 24th day of October, 2008.

  
\_\_\_\_\_  
Michael M. Robertson, University of Toronto Schools

  
\_\_\_\_\_  
Bryan Adamczyk, United Steelworkers

**LETTER OF INTENT: Educational Assistance**

October 24, 2008

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

Dear Mr. Adamczyk,

UTS agrees that employees in the bargaining unit shall be entitled to the benefits of the Educational Assistance Policy attached hereto. Please advise bargaining unit employees that UTS accepts no responsibility for such benefit beyond the term of the current collective agreement.

Yours truly,



Michael M. Robertson  
Principal  
UTS



Lily McGregor  
Director of Planning and Human Resources  
UTS

## **INTRODUCTION**

In keeping with its policy objective establish a working environment that will encourage staff members to develop their abilities, UTS has designed this practice on Educational Assistance. Its provisions define the extent to which UTS 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 service (described under ELIGIBILITY) and have the approval of the Department Head before beginning the course as described under PROVISIONS.

## **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.

Term employees are not entitled to educational assistance under this Letter.

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.

### **Tuition Reimbursed**

Seventy five (75) percent of tuition fees to a maximum of \$2,000 per year will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution. Such courses should be taken on the staff member's own time, after normal working hours and must be either:

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

**LETTER OF INTENT: Public Transit Subsidy**

October 24, 2008

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

Dear Mr. Adamczyk,

UTS will continue to administer a volume discount program on TTC passes as long as;  
the TTC continues to provide the University of Toronto's Association of Part Time University  
Students ("APUS") with volume discounts in the purchase of transit passes, and:

APUS is willing to continue to extend its volume discount program to UTS.

UTS agrees that in the event that APUS discontinues this program, it shall consider an  
alternative volume discount program on the same basis as provided through APUS.

Yours truly,



Michaelae M. Robertson  
Principal  
UTS



Lily McGregor  
Director of Planning and Human Resources  
UTS

## LETTER OF INTENT: Self-Funded Leave Plan

October 24, 2008

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

Dear Mr. Adamczyk,

### **Purpose**

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

### **Eligibility**

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

### **Application**

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

### **Terms and Conditions**

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

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

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

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

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

### **Return from Leave**

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

### **Benefits Continuation**

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

### **Withdrawal**

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

This Plan is subject to Canada Revenue Agency approval.

Yours truly,



Michaele M. Robertson  
Principal  
UTS



Lily McGregor  
Director of Planning and Human Resources  
UTS

## LETTER OF AGREEMENT: Employment of Casual Positions

October 24, 2008

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

Dear Mr. Adamczyk,

1. The ratio of employees in the casual bargaining unit will not exceed 6.5 for every 15 positions in the bargaining unit for appointed staff.
2. However, during the summer months, as UTS hires UTS students to complete tasks in preparation for September school opening, the ratio of casual positions in the total employment of UTS within the scope of the two Union-represented bargaining units may increase for this period.
3. During the term of this collective agreement, as UTS evolves from the University of Toronto as an independent entity, it is further understood that UTS may need to increase its casual staffing ratio to assist in the organization of administrative units.
4. In the event that UTS intends to increase this ratio for either or both of the two reasons set out above, it shall do so in good faith and with notice to the Union.
5. Casual employment contracts will not exceed six months. Casual employees who have their contracts extended beyond six months and who have completed six full months of work will be treated as Term employees and their probationary periods will be deemed complete.

Yours truly,



Michael M. Robertson  
Principal  
UTS



Lily McGregor  
Director of Planning and Human Resources  
UTS

**LETTER OF UNDERSTANDING: STAC**

October 24, 2008

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

Dear Mr. Adamczyk,

During negotiations the Union has put forward a proposal to UTS outlining programs funded through the Union which may be of benefit to members of the Bargaining Unit. UTS is prepared to provide an annual amount of \$500 for a three (3) year period directly to Lifeline (a non-profit organization that provides assistance equal to those services offered through an EAP) for its use in providing assistance to employees in need of these services. UTS is also prepared to provide funding toward a USW Health & Safety training program, not to exceed an annual amount of \$500 for a three (3) year period, for a joint management and Union training initiative in dealing with violence in the workplace and specifically with harassment and bullying. Details of the program will be agreed upon by the Labour/Management Committee.

Yours truly,



Michael M. Robertson  
Principal  
UTS



Lily McGregor  
Director of Planning and Human Resources  
UTS

**LETTER OF INTENT: Employment Equity**

October 24, 2008

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

Dear Mr. Adamczyk,

The intent of the Employment Equity is to ensure all employees are provided with fair employment and promotion opportunities, and are treated with respect. Above all, employment equity is about fair employment policies and practices. To act on its commitment to employment equity UTS will, on an ongoing basis, develop and update its policies and procedures. Such policies and procedures will be in compliance with the Canadian Charter of Rights and Freedoms, the Ontario Human Rights Code, the Ontario Labour Relations Act, and any other prevailing statutes and regulations governing employment and education in the province of Ontario.

Yours truly,



Michael M. Robertson  
Principal  
UTS



Lily McGregor  
Director of Planning and Human Resources  
UTS

## LETTER OF UNDERSTANDING: Employee Child Care Support

October 24, 2008

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

Dear Mr. Adamczyk,

This letter intends to clarify the support provided by UTS to its USW employees with respect to childcare and well as the measures that UTS is prepared to take over a three (3) year period, to improve the quality of childcare support it currently provides to employees.

- The provisions outlined in this Collective Agreement provide UTS employees with:
- Four (4) personal days
- Accommodation, on a case by case basis, for flex time and work at home requests to attend to childcare needs.
- Accommodation of time-off to attend to childcare needs – using vacation credits and lieu time;
- A comprehensive EAP program administered on a strictly confidential basis by Shepell-FGI to deal with childcare issues as well as any personal and legal issues that may face UTS employees and their families.

UTS is prepared to explore additional initiatives that work to improve the quality of childcare support for employees. To that end, UTS will set aside up to \$2000 per year, for a three (3) year period. UTS will report to the Labour/Management Committee and provide updates relating to the initiatives UTS is considering, with respect to improving the quality of childcare support for employees.

Yours truly,



Michael M. Robertson  
Principal  
UTS



Lily McGregor  
Director of Planning and Human Resources  
UTS

**APPENDIX A: Excluded Positions**

(This is not a fixed list and will be updated from time to time as appropriate.)

In the event that a new or changed position results in a disagreement between the parties about bargaining unit inclusion or exclusion, the matter will be referred to a mutually agreeable mediator/arbitrator. Should an arbitrated decision be necessary, the arbitrator will have regard to all relevant considerations including but not limited to the current line of demarcation between bargaining unit and non-bargaining unit positions.

<u>Department Name</u>	<u>Position</u>
<b>Finance</b>	Chief Financial Officer Director, Finance and Facilities Comptroller
<b>Human Resources</b>	Director, Planning and Human Resources HR Services Coordinator HR Services Assistant
<b>Office of Advancement</b>	Executive Director, Advancement Executive Director, UTSA

## INDEX

- Arbitration, 9
- Banking Of Overtime Hours, 30
- Bereavement Leave, 21
- Bulletin Boards, 22
- Call-In Pay, 22
- Dental Care Plan, 36
- Discharge And Disciplinary Action, 9
- Educational Assistance, 48
- E-Mail Addresses, 45
- Extended Health Care Plan, 37
- General Harassment, 5
- Grievance Procedure, 7
- Group Life And Survivor Income Plan, 36
- Health And Safety, 23
- Health Care Appointments, 21
- Health Care Plan, 37
- Holidays, 25, 39
- Hospital Accommodation Plan, 37
- Hours Of Work And Overtime, 29
- Humanity Charitable Fund, 32
- Information – New Hires, 5
- Injured Employees, 23
- Joint Membership Plan, 37
- Jury And Witness Duty, 23
- Labour/Management Committee, 5
- Layoff, 13
- Leave Of Absence Without Pay, 16
- Long-Term Disability Plan, 36
- Management Rights, 6
- Meal Allowance, 30
- Negotiating Committee, 7
- No Discrimination, 3
- No Strike Or Lockout, 6
- Organizational Change – Elimination Of Positions, 12
- Overtime, 29
- Parental Leave, 19
- Part-Time Employees, 32
- Paternity Leave, 20
- Payment For Injured Employees, 23
- Pension And Benefits, 31
- Pension Plan, 36
- Personal Leave, 21
- Political Leave, 20
- Posting, 11
- Pregnancy Leave, 18
- Primary Caregiver Leave, 19
- Probationary Period, 11
- Public Transit Subsidy, 50
- Purpose Of Agreement, 1
- Racial Discrimination, 4
- Recognition And Scope, 1
- Relationship, 3
- Salary, 35
- Semi-Private Hospital Accommodation Plan, 37
- Seniority, 10
- Severance Pay, 38
- Sexual Harassment, 3
- Sick Leave, 31
- Staffing Related Issues, 10
- Seniority, 10
- Stand By And Call-In-Pay, 22
- Temporary Transfers, 28
- Termination, 34
- Three Days Off With Pay, 32
- Uniforms, 33
- Union Convention Or Conference Leave, 17
- Union Leave, 17
- Union Meetings, 46
- Union Representation, 7
- Union Representative, 21
- Union Security, 6
- Vacation With Pay, 26
- Vision Care Plan, 37
- Wages, 28
- Witness Duty, 23
- Work And Overtime, 29



