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COLLECTIVE AGREEMENT

BETWEEN

**THE BOARD OF REGENTS OF VICTORIA UNIVERSITY
(hereinafter called “the Employer”)**

- AND

**UNITED STEELWORKERS
(hereinafter called “the Union”)**

ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement is to secure the benefits of collective bargaining, establish a method of settling any difference which may arise between the Parties, and to set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the University and the Union.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 The University recognises the United Steelworkers as the sole and exclusive bargaining agent for all employees of the University save and except supervisors, persons above the rank of supervisors, members of academic staff, professional librarians, Registrar of Emmanuel College, Associate Registrar of Victoria College, Assistant to the Principal of Victoria College, Assistant to the Director of the Physical Plant Department, Assistant to the Bursar, Assistant to the President, Manager, Training & Support, Senior Development Officer, persons regularly employed for not more than twenty-four hours a week and students employed during the school vacation.
- 2.02 Persons employed by the University, who are not members of the bargaining unit will not perform work which is normally performed by employees in the bargaining unit, if the performance of such work results in the layoff of an employee or employees. Nor will they perform work which is normally performed by employees in the bargaining unit, if an employee is on layoff and is qualified to perform the work and is willing to perform the work. For purposes of clarity “layoff” means that the employee is “on the street” and is no longer working for the Employer.
- 2.03 The employer will not contract out work which is normally performed by employees in the bargaining unit, if such contracting out directly results in the layoff of an employee or employees.

ARTICLE 3 – RELATIONSHIP

- 3.01 The University and the Union agree that unless it is a *bona fide* occupational requirement, there shall be no discrimination in the terms and conditions of employment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, political belief, sex, sexual orientation, gender orientation, age, record of offences, marital status, family status, same sex partnership status or handicap as these grounds are defined in the *Human Rights Code*; or political affiliation.
- 3.02 The Union agrees that there will be no Union activities on the premises of the University, except by agreement of the University or as provided for in this Collective Agreement.
- 3.03 The University and the Union agree that neither of the Parties, nor their representatives, shall interfere with, restrain, coerce, or discriminate against employees because of membership or non-membership in the Union or because of participation in lawful activities of the Union.
- 3.04 The University will inform each new employee in the bargaining unit of the name of the Local Union President/Chairperson with his phone number and campus mail address. In addition, the University shall provide the Union, on a monthly basis, with a list of all newly-hired employees in the bargaining unit, with their job classification, rate of pay, and campus mail address.
- 3.05 Sexual harassment shall be considered discrimination under Article 3.01 of this Agreement. Harassment based on sex includes:
- (a) unwanted sexual attention by a person who knows or ought reasonably to know that such attention is unwanted; or
 - (b) implied or expressed promise of reward for complying with an unsolicited sexual advance or solicitation; or
 - (c) implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity, for refusal to comply with an unsolicited sexual advance or solicitation.
 - (d) Physical conduct, occurring either on the Employer's premises or in the pursuance of a University activity or business, which emphasizes the sex or sexual orientation of one or more employees in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile, or offensive working environment, and/or;
 - (e) Verbal conduct or other forms of communication occurring either on the Employer's premises or in the pursuit of a University activity or business, that is directed at one or more specific employees that emphasizes the sex

or sexual orientation of that employee or those employees in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile or offensive working environment.

- 3.06 An employee may elect to submit a grievance alleging sexual harassment under the collective agreement or to file a complaint under the University's Sexual Harassment Policy:
- (a) An employee who elects to file a grievance under the collective agreement shall, if she wishes, have access to the mediation process in the University's Sexual Harassment Policy prior to Step 1 of the grievance procedure and may be accompanied by a Union representative during the process, if she chooses. An employee may withdraw from the mediation process at any time and resume the grievance process.
 - (b) Employees electing to proceed with a complaint under the University's Sexual Harassment Policy shall have the right to be accompanied by a Union representative at any stage of the process.

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.

- (c) The time limit for filing a complaint under the University's 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 a supervisor or person above the rank of supervisor of the complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) months. These time limits may be waived by an arbitrator if he/she finds there is reason to do so.
 - (d) In the event that both the complainant and the respondent are employees covered by this Collective Agreement, the Union and the Employer will each appoint a representative to investigate the complaint. The two representatives shall determine the extent to which they will coordinate and/or jointly conduct their investigation. The report(s) of the investigation will be submitted by the parties within two (2) months of the commencement of the investigation.
- 3.07 The Parties agree that employees will not engage in threats of physical abuse or physical harm nor will non-bargaining unit employees of the University subject employees in the bargaining unit to threats of physical abuse or physical harm.

- 3.08 The University and the Union agree that individuals who make complaints with respect to sexual harassment shall not be subject to reprisal by either the University or the Union for having made a complaint.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The management of the University and direction of employees are fixed exclusively with the University and shall remain solely with the University, except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, it is the exclusive function of the University to:
- (a) maintain order, discipline, and efficiency;
 - (b) hire, assign, retire in accordance with the provisions of the pension plan, direct, promote, demote, classify, transfer, layoff, recall, and suspend, discharge or otherwise discipline employees, subject to the right of an employee who has completed the probationary period to grieve to the extent and manner provided herein if the provisions of this Collective Agreement are violated in the exercise of these rights;
 - (c) determine the nature and kind of business conducted by the University, the kinds and locations of equipment used, materials used, the methods and techniques of work, the hours of work, work assignments, the schedules of work, the number of personnel to be employed, classifications and the qualifications for positions, duties and responsibilities of positions, and the extension, limitation, curtailment or cessation of operations;
 - (d) establish enforce and alter from time to time rules and regulations to be observed by employees.
- 4.02 Management shall exercise its rights in a reasonable manner that is not arbitrary, discriminatory or in bad faith.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

- 5.01 There shall be no strike or lockout, during the term of this Agreement. The words “strike” or “lockout” shall be as defined in the *Labour Relations Act* for the Province of Ontario.

ARTICLE 6 – UNION SECURITY

- 6.01 The University shall deduct from the pay of each employee in the bargaining unit, on a per pay basis, such Union dues, fees, and assessments as prescribed by the Constitution of the Union.
- 6.02 The University shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, as directed by the Toronto Area Office, payable to the International Treasurer.
- 6.03 The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees in the bargaining unit from whom no deductions have been made and the reasons why. The monthly remittance will also include the Union's "Summary of Union Dues" form.
- 6.04 The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of, or by reasons of, deductions made or payments made in accordance with this article.
- 6.05 The University agrees to record total union dues deductions paid by each employee on her T-4 Income Tax Receipt.

ARTICLE 7 – UNION REPRESENTATION

- 7.01 The University acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of grievances. All Stewards and Union officers must have completed their probationary period.
- 7.02 The University agrees to recognize one (1) Steward from among employees who have historically been considered salaried employees and two (2) Stewards from among employees who have historically been considered hourly paid employees. The University further agrees to recognize a chairperson designated by the Union.
- 7.03 The University shall be notified, in writing, by the Union of the names of the Union Stewards and Chairperson and the areas they are representing and any changes made thereto.
- 7.04 The University agrees to recognize and deal with a Union Grievance Committee of not more than two (2) employees, one of whom shall be the Chairperson.
- 7.05 Union Stewards and the Chairperson have regular duties to perform on behalf of the University; therefore they will not leave their duties for the purpose of conducting Union business without first obtaining permission from their supervisor. (Such permission shall not be unreasonably withheld.)

- 7.06 The University agrees that the Chairperson, Stewards, and/or Grievance Committee person shall not suffer any loss of regular straight time pay for time spent in a grievance meeting with the University or in the necessary handling of grievances, provided permission has first been obtained from their supervisor. Such permission shall not be unreasonably withheld.
- 7.07 The parties agree that there will be a joint Labour/Management Committee consisting of up to three (3) representatives selected by the University and three (3) representatives selected by the Union, one (1) of whom shall be the Unit Chairperson. The staff representative of the Union, the President of the University, and the Bursar of the University will not attend the meetings unless requested by both parties. Meetings will be held at least six (6) times a calendar year and more frequently if mutually agreeable. Minutes of the meeting are to be taken by a secretary who is not part of the Committee. The Committee cannot discuss matters that are the subject of a grievance or collective bargaining or alter, modify, or amend the collective bargaining agreement.

ARTICLE 8 – NEGOTIATING COMMITTEE

- 8.01 The University agrees to recognize and deal with a Negotiating Committee made up of two (2) employees, one of whom shall be the Chairperson, who have completed their probationary period, selected by the Union, along with a representative of the International Union.
- 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. The University agrees to pay up to three thousand dollars (\$3,000) per round of negotiations towards the coverage of regular straight time wages of staff members serving on the Union Negotiating Committee.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the Parties that complaints with respect to the application, interpretation, or alleged violation of this Agreement shall be adjusted as quickly as possible.
- 9.02 It is understood and agreed that an employee or group of employees shall first give the immediate supervisor an opportunity to adjust the complaint.
- 9.03 If, after registering the complaint with the Supervisor and such complaint is not settled within five (5) calendar days or within any longer period which may have

been agreed to by the Parties, then the following steps of the grievance procedure may be invoked:

STEP ONE The grievance may be submitted in writing to the Supervisor either directly or through the Union within five (5) calendar days of the response from the Supervisor. The nature of the grievance, the relevant provisions of the Collective Agreement, a general statement of relevant facts, and the remedy sought shall be included in the grievance. The Supervisor shall meet with the employee's Union Steward within five (5) calendar days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The immediate Supervisor shall, within a further five (5) calendar days after the meeting, answer the grievance and return it to the Union.

STEP TWO If the decision of the immediate Supervisor is not satisfactory, the grievance may be submitted to the Department Head/Director or designate within five (5) calendar days of the response at Step One. The Department Head/Director or designate shall hold a meeting with the Union Grievance Committee (not to exceed two (2) in number) and representatives of the University within five (5) calendar days of the receipt of the grievance in a further attempt to resolve the grievance. The grievor may be present at this meeting if requested by either Party. The Department Head/Director or designate shall, within a further five (5) calendar days after the meeting, give her decision in writing to the Union. Where the immediate Supervisor is the Department Head/Director, Step One of the grievance procedure may be waived and the grievance may be initiated at Step Two.

STEP THREE If the grievance remains unsettled at the conclusion of Step Two, the grievance may be submitted to the Bursar or his designate within five (5) calendar days after receipt of the response at Step Two, who shall, within seven (7) calendar days, hold a meeting with the Union Grievance Committee (not to exceed two (2) in number) and representatives of the University, in a further attempt to resolve the grievance. The International Staff Representative may be present at this meeting. The grievor may be present at this meeting if requested by either Party. The Bursar or his designate shall, within a further seven (7) calendar days after the meeting, give his decision in writing to the Union.

- 9.04 The University shall not be required to consider any grievance which is not submitted within twenty-one (21) calendar days after the grievor became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.
- 9.05 If final settlement of the grievance is not reached at Step Three, then the grievance may be referred in writing by either Party to arbitration as provided in Article 11, Arbitration. If no written request for arbitration is received within the

time limits provided in Article 11, the grievance shall be deemed to have been withdrawn and is not eligible for arbitration.

- 9.06 When two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step Two of the Grievance Procedure.
- 9.07 The Union or the University shall have the right to initiate a policy grievance or a grievance of a general nature beginning at Step Three of the grievance procedure. Any such grievance must be commenced within fourteen (14) calendar days after the Party 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 have initiated a grievance pursuant to the provisions of this article (after the occurrence of the grievance).
- 9.08 The time limits provided in this article and Article 11, Arbitration, are mandatory but may be extended by mutual agreement between the Parties in writing. It is agreed by the Parties that Saturdays, Sundays, and paid holidays shall not be counted as days for the purposes of time limits in this article and Article 11. It is further agreed by the Parties that absence of the grievor, or the individual who is to respond to the grievance at each step in the grievance procedure due to bereavement, approved leaves of absence, and vacation shall extend the time limits in this article by the number of days of the absence. The Parties also agree that s.48(16) of the *Labour Relations Act, 1995*, as amended from time to time, shall continue to apply.
- 9.09 If a response to the grievance is not provided within the time limits provided in the Collective Agreement, the grievance may be advanced by the party initiating the grievance to the next step on the grievance procedure.

ARTICLE 10 – DISCHARGE AND DISCIPLINARY ACTION

- 10.01 A claim by an employee, who has completed her probationary period, that 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 Two of the Grievance Procedure within ten (10) calendar days after the employee receives notice of the discharge or suspension.
- 10.02 An employee who has been dismissed without notice, while at work, may meet with her Union Steward for a reasonable period of time, before leaving the University premises.

- 10.03 Any notice or record 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 thirty-six (36) months have elapsed since the date of issue, provided there has been no recurrence of a similar infraction.
- 10.04 Employees may review their personnel file, provided that two (2) calendar days notice (not including Saturdays, Sundays, and holidays) is given to the Human Resources Office.
- 10.05 At any meeting where discipline will be imposed, management will notify the employee of his/her right to union representation. An employee who will be disciplined or discharged while at work may request the presence of a union representative. If such a request is made, the supervisor will send for a union representative without further discussion with the employee, and the union shall send a union representative immediately and without undue delay.

It is acknowledged that suspensions with pay are non-disciplinary.

ARTICLE 11 – ARBITRATION

- 11.01 Either Party to this Agreement may request that a grievance be submitted to Arbitration by making such request in writing addressed to the other Party to this Agreement at any time within thirty (30) calendar days after the decision is given under Step 3 of the grievance procedure. If no written request for arbitration is received within this time period, the grievance shall be deemed to have been withdrawn and is not eligible for arbitration.
- 11.02 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. The Arbitrators shall be selected in the order they are set out below to hear grievances as they are referred to arbitration. That is, the first grievance shall be referred to the first name and so on in rotating order. In the event that an Arbitrator is not available to hear a grievance, then the next Arbitrator on the list shall be selected. Louisa Davie, Gerry Charney, Robert Herman, Barry Fisher.
- 11.03 No matter may be submitted to arbitration which has not been properly carried through all the steps of the Grievance Procedure.
- 11.04 Each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties will jointly bear the expenses of the arbitrator on an equal basis.

- 11.05 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 11.06 The Arbitrator shall hear and determine the grievances filed and the decision of the Arbitrator shall be final and binding on the Parties and the employees.

ARTICLE 12 – PROBATIONARY EMPLOYEES, SENIORITY, JOB VACANCIES, TEMPORARY EMPLOYEES, REDUCTION IN THE WORKFORCE AND LAY OFF

12.01 Probationary Employees

- (a) A salaried employee shall have no seniority and shall be considered a probationary employee until he/she has completed six (6) months of active employment (i.e., days actually at work). For hourly paid employees, this period shall be a total of 60 days of active employment.
- (b) 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 a discharge of a probationary employee, unless the discharge was discriminatory, arbitrary or made in bad faith. After completion of this probationary period, an employee shall be credited with seniority from the date of last hire.

12.02 Seniority

- (a) Seniority shall be maintained and accumulated during an absence due to layoff up to the amount of the employee's seniority at the time of layoff, up to a maximum of twenty-four (24) months.
- (b) An employee shall accumulate seniority for an authorized leave of absence for up to twelve (12) months. Thereafter, seniority shall cease to accumulate but shall be maintained. An employee on authorized Union leave shall accumulate and maintain seniority for the duration of the leave.
- (c) An employee shall lose her seniority standing and her name shall be removed from all seniority lists and the employee shall be deemed to be terminated for just cause for any one of the following reasons:
- (i) if the employee voluntarily quits;
 - (ii) if the employee retires;

- (iii) if the employee is discharged and is not reinstated in accordance with the provisions of this Agreement;
 - (iv) if the employee is laid off and fails to return to work within five (5) calendar days after she has been notified to do so by the University, by a courier service in which a signature is required, to her last known address (a copy of such notice shall be sent to the Union);
 - (v) if the employee is laid off for a period in excess of her seniority at the time of layoff, up to a maximum of twenty-four (24) months;
 - (vi) if the employee is absent from work for three (3) consecutive working days without notifying the University within that period, unless the failure to notify is due to circumstances beyond the employee's control;
 - (vii) if the employee utilizes a leave for any purpose other than that for which it was granted.
- (d) Seniority shall mean the total length of continuous service in the bargaining unit, subject to 12.02 (g).
- (e) An employee promoted or transferred temporarily to a position outside the bargaining unit for a maximum period of twelve (12) months shall accumulate seniority for the period of time the employee is in the temporary position. When the employee returns to the bargaining unit, the employee shall be returned to the job classification and department held immediately prior to the promotion or transfer.
- (f) The University shall provide the Union with a seniority list twice per year. Such list shall contain each employee's bargaining unit wide seniority, and job classification. A copy of the seniority list will be posted on Union bulletin boards. Employees shall have thirty (30) calendar days from the date the list is posted or, if the employee is absent when it is posted, fourteen (14) calendar days from the date the employee returns to work to make any corrections to it, 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. The parties agree to correct any typing errors in the seniority list which may occur in subsequent postings.
- (g) Employees who have worked on a continuous basis as a regular part-time non-union employee and are then hired, without a break in service, under the terms of this Agreement, will be credited with service and seniority equal to the hours they have worked as a percentage of full time employment as a salaried or hourly paid employee as the case may be. This provision shall apply to any employee hired into the bargaining unit after January 1, 2005.

An employee will be deemed to have worked on a continuous basis if she has worked for an average of ten (10) hours per week over a period of time without a break in service. The onus to identify and provide proof of past service entitlement rests with the employee. A period of time when the University is closed shall be excluded from the averaging period.

12.03 Job Vacancies

- (a) The Employer shall continue its current practice of providing written notice of permanent job vacancies. Such vacancies shall be posted for a period of not less than six (6) calendar days. Employees desiring consideration in the filling of these permanent job vacancies shall signify their desire by submitting a written application during the period in which it is posted. The Employer may advertise externally as well as posting internally. Qualified internal applicants will be interviewed prior to external applicants.
- (b) In all cases of filling permanent vacancies, promotions/demotions, transfers, layoffs, and recall after layoff, the University will select the qualified candidate, if any, who the University can demonstrate is the most qualified candidate for the position taking into account skill, ability, qualifications, and relevant experience. Where these factors are relatively equal between two or more candidates, the candidate with more seniority will be selected. The University agrees that the onus lies with the employer to demonstrate that the successful candidate was the most qualified. Where an external applicant is selected, when requested to do so, the University will meet with the Union to elaborate upon its selection decision in relation to the factors outlined above.
- (c) When an employee applies, is found to be qualified, but is not given the position, the employee may ask for and will be given advice on how to improve her qualifications, and assistance in developing a career development plan and/or job search skills.
- (d) In the event that a successful applicant proves unsatisfactory during or at the end of a familiarization period of thirty (30) calendar days or feels dissatisfied and chooses not to continue in the position within a seven (7) calendar day period, she shall be returned to her former job.
- (e) An employee accepting a job posting outside her department must remain in that department for a period of six (6) months unless she was returned by the University to the former position, in accordance with (d) above or unless the employee subsequently applies within the six (6) month period to a vacancy in a higher paying classification.
- (f) A job need not be posted if the University requires the vacancy to provide a suitable job for an employee with a disability (as an accommodation), and the

filling of such a position in order to accommodate an employee shall not be a violation of the provisions of this Agreement.

12.04 **Temporary Vacancies**

- (a) Temporary vacancies arise when there is a need to replace absent employees or for work on a task or project that has a specified time limit. A temporary vacancy shall not exceed twenty-four (24) months.
- (b) When such vacancies are to be filled, the following will apply:
 - (i) Temporary vacancies that are expected to be greater than 6 months in length or that last for longer than six (6) months will be posted. Vacancies of less than six (6) month's duration will be filled at the discretion of the University.
 - (ii) A. If the vacancy is filled with an existing employee, the provisions of the collective agreement will apply, and the employee will return to her job at the end of the assignment .
B. If the vacancy is filled externally, the successful candidate will be hired as a temporary employee.
- (c) The employer may request an extension of the time limits in this article, such requests to be granted at the discretion of the Union.
- (d) Temporary Employees are hired for an appointment of up to twenty-four (24) months. Each temporary appointment shall have a predetermined end date. Temporary employees are entitled to the full provisions of the collective agreement with the exception of LTD , pension plan coverage and layoff provisions.
- (e) If a temporary employee is the successful applicant for a permanent vacancy and completes the probationary period, the employee shall be credited with seniority from the date she was last hired by the University. The University agrees that the purpose of this article is not to avoid the posting of permanent jobs within the bargaining unit. The University agrees to notify the Union in advance of any such temporary employee hired and the reason.

12.05 **Reduction in the Work Force**

- (a) Whenever it becomes necessary to reduce the work force, the employee affected shall be given seven (7) days notice in writing in advance of the date of the layoff.

This advance notice shall not be required when the reduction of the work force is caused by circumstances beyond the control of the University.

- (b) The Local Union shall be notified of the names of any employees affected by a decision to reduce the work force.

12.06 Lay Off

- (a) In the event of a reduction of the work force, the employee with the least seniority in a classification in the department shall be laid off, provided that the remaining employees within the classification have the qualifications and ability to do the required work. However, an employee may request, in writing, to waive her rights under this article and accept a layoff instead of a co-worker with less seniority.
- (b) In the event of a layoff that exceeds fourteen (14) calendar days, the laid off employee shall have the option of:
- taking the enhanced severance benefits as set out in Appendix “A”, 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 the University, provided the employee is capable of performing the duties of the job with a five (5) day training and familiarization period.
- (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 Appendix “A”, 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 the University, 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 third 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 Appendix “A”, 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. 02 the employee shall receive severance as set out in Appendix “A”, and the employee’s employment shall be terminated.

- (f) An employee who elects to displace another employee must notify the University of the desire to do so within five (5) 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) Recall from layoff shall be in accordance with the provisions of Article 12.03
- (h) An employee who has been laid off or recalled to another position shall have first right of acceptance of her last position, should it become available within twelve (12) months of the date the employee was laid off.
- (i) Employees who are laid off and end up in lower classifications shall receive the rate of pay for that classification.

ARTICLE 13 – LEAVE OF ABSENCE

13.01 (a) An employee may be granted a leave of absence for up to ninety (90) calendar days without pay and without loss of seniority if the employee requests it in writing, with reasons, at least two (2) weeks in advance. The leave may be extended for an additional thirty (30) calendar days without pay and without loss of seniority. The University retains the sole discretion in determining whether or not to grant the leave of absence and/or to extend the leave, but the exercise of such discretion shall not be unreasonable.

(b) A leave of absence may be extended if there is a good reason and the University and the Union agree. The employee must request the extension in writing at least two (2) weeks prior to the expiration of the leave, providing reasons for the extension.

(c) The chairperson of the Union will be notified of all leaves granted under this section.

13.02 Where an employee has been granted leave of absence without pay in accordance with the above, and the employee wishes to maintain her benefits, the employee shall be responsible to pay the University's share of all benefit plans in which the employee is enrolled prior to the leave of absence being granted by making direct payment, in advance, to the University.

13.03 Employees who have been elected or appointed by the Union to attend Union conventions or conferences shall be granted a leave of absence without pay, provided the leave will not unduly interfere with operations. The Union will notify the University in writing as early as possible prior to the start of the leave, but in no event less than fourteen (14) days, of the names of employees to be on leave. Such request shall not be for more than five (5) employees at any one time and will not be for more than two (2) employees from any one department. The

University retains the right to restrict the number of employees in a department to one (1) due to operational concerns, but will not exercise this right unreasonably. There will be fifty (50) days granted under this article in any calendar year. However, should the total number of days not be used in one year, the remaining number of days shall be carried forward into the next calendar year and may be used in addition to the fifty (50) days of that year. Days carried forward into the next year cannot be carried forward into subsequent years.

- 13.04 The University agrees to continue the pay of any employee absent from work on Union business which is not paid for by the University as provided for elsewhere in this Agreement, and the Union shall reimburse the University for wages and benefits upon receipt of a statement from the University. An employee who is granted leave under Article 13.05 will continue to accumulate pension credits during the leave, provided that the Union pays the costs of the Employer's contribution and the employee pays the employee's contribution
- 13.05 Provided the leave will not interfere unduly with operations, the University will grant a leave of absence without pay for up to one (1) year for an employee to work in an official capacity for the 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 three (3) months prior to the commencement of the requested leave. This leave shall be limited to one (1) employee from the bargaining unit at any one time. For leaves to assume an official position within the Local Union, the University will grant year to year extensions with at least three (3) months written notice prior to the end of the year. The employee will return to his or her position at the end of the leave if the position still exists. If the position is eliminated during the leave the employee will be subject to, and eligible for the provisions of articles 12.05 and 12.06.

13.06 **Pregnancy Leave**

- (a) The University shall provide pregnancy leave in accordance with the provisions of the *Employment Standards Act*. The employee shall provide as much advance notice as possible prior to the start of the leave, but in any case no less than two (2) weeks notice, unless circumstances beyond the control of the employee prevent this.
- (b) For employees with one (1) year of service or more, the University will pay ninety-five percent (95%) of regular straight time wages for the initial two week waiting period prior to the commencement of the Employment Insurance benefits and, for the next sixteen (16) weeks will pay the difference between the Employment Insurance benefits and ninety-five percent (95%) of normal earnings for a period not to exceed sixteen (16) weeks provided that the employee applies for and receives Employment Insurance benefits.

- (c) In the case of an employee 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.
- (d) Seniority, vacation, benefits and pensionable service continue during an employee's pregnancy leave, provided the employee fulfills any requirements for said continuation.

13.07 **Primary Caregiver Leave**

- (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 the University will pay ninety-five percent (95%) of regular straight time wages during the two (2) week waiting period for Employment Insurance benefits and, for the next fifteen (15) weeks will pay the difference between Employment Insurance benefits and ninety-five percent (95%) of regular straight time wages 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 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.

13.08 **Parental Leave**

- (a) Parental leave will be provided in accordance with the *Employment Standards Act*.
- (b) An employee who is entitled to parental leave must give the University at least two (2) weeks written notice prior to the commencement of the leave. If the employee does not specify when the leave will end, it will be assumed that the employee wishes to take the maximum leave. 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 written notice before the earlier date or to a later date by giving two (2) weeks written notice before the leave was to begin.
- (c) If an employee on parental leave wishes to change the date of return to work to an earlier date, the employee must give the University two (2) weeks written notice of the date on which the employee intends to return.
- (d) If an employee wishes to change the date of return to work to a later date but subject to the eighteen (18) weeks maximum length of leave, the employee must give the University four (4) weeks written notice before the date the leave was to end.

13.09 **Political Leave**

Employees seeking leave to be a Candidate shall be entitled to a leave of absence with full salary during the campaign for election upon the following basis:

- (a) for election to the Parliament of Canada – leave for the equivalent of one calendar month.
- (b) for election to the Legislature of Ontario – leave for the equivalent of one calendar month.
- (c) for election to a Municipal Council or Board of Education – leave for the equivalent of five working days.
- (d) For election to Mayor or Chair of City/Town/Regional Council – leave for the equivalent of ten working days.

Such leave need not be taken on consecutive days.

13.10 **Health Care Appointments**

Where an employee cannot schedule health care appointments outside of her scheduled working hours, the employee shall be given time off without pay to attend such appointments. The employee may be allowed to make up any time lost, at the request of the employee, at a time mutually agreeable between the employee and her supervisor. The employee shall attempt to schedule the appointments so as to minimize the disruption of the employee's working day.

13.11 **Margaret Ray Award**

The University shall continue its practise to allow employees leave as per the Margaret Ray Award.

13.12 **Family/ Floating Leave**

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

- (a) An employee may request in advance up to two (2) days or four (4) half days of paid family leave in any year. Such request shall not be unreasonably denied. Whenever possible employees shall make their need for family leave known to their supervisor at least five (5) days in advance. Reasons for family leave include, but are not limited to care of family members, parent-teacher interviews, school trips or concerts, stepping-in when a regular caregiver is away. Floating days include, but are not limited to, the observance of religious holidays, professional appointments, court appearances, supplementing a bereavement or family leave, writing examinations, and attending to emergency situations.
- (b) In arranging these leaves the interests of the University as well as the interests of the employee shall be considered. It is anticipated that the employee will schedule leaves, where possible, so as to minimize the disruption to the operations of the employing department.

ARTICLE 14 – SICK LEAVE

14.01 Sick leave is defined as absence because of an employee's illness or injury, or absence because of quarantine through exposure to contagious disease, or absence for which compensation under the *Worker's Safety and Insurance Act*, is not payable where such absence prevents the employee from performing the essential duties of her job.

14.02 Sick leave days are accumulated (after completion of an employee's probationary period) at a rate of one (1) day for every one (1) month of service up to a maximum of twelve (12) days each year up to the year ending June 30. The University will allow the accumulation of sick days for carry forward into the next year to a maximum of seventy-five (75) days of sick leave.

- 14.03 The University will provide a short term disability plan that pays eighty -five (85) percent of the employee’s normal weekly earnings for up to fifteen (15) weeks. In order to qualify for the benefit, employees must submit the completed designated application form. The plan will pay benefits beginning on the first working day of hospitalization as an in-patient or the fourth working day of absence due to illness or injury. Employees are required to use accumulated sick leave days during the three (3) days waiting period.
- 14.04 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.
- 14.05 Employees shall be permitted to top up the short term disability plan with their accumulated sick days to a maximum of one hundred percent (100%) of their pre sick leave regular earnings.
- 14.06 The Union agrees that the University will retain any EIC premium reduction related to the sick leave plan.
- 14.07 If the employee provides a report that is unsatisfactory to the University, the University will notify the employee and may contact the physician to obtain additional information with the written consent of the employee. The University may contact the physician either directly or through a health care professional.
- 14.08 If the employee provides a properly completed short term disability application form or return to work form and the University requests further medical documentation to support the short term disability claim, the University shall cover the cost of the additional documentation.
- 14.09 If the University is still not satisfied, it will contact the Union and inform the Union about why the information is unsatisfactory. If the University requests that the employee be assessed by an independent medical examiner and the Union agrees to an independent medical examination, such agreement not to be unreasonably withheld, the Union will cooperate with the University to facilitate the independent medical examination.

The cost of the independent medical examination will be paid by the University. A copy of the independent medical examination report will be provided to the employee’s family physician.

If the Union agrees to an Independent Medical Examination and the employee fails to attend the appointment with the independent medical examiner without a satisfactory reason, this may result in the termination of any benefits payable under the short term disability plan. The St. Michael’s Hospital Gage Occupational and Environmental Health Unit will be the independent Medical

Examiner for the independent medical examinations referenced above, except where the specialty of the IME physician required is not provided by that service, in which case an Independent Medical Examiner that is mutually agreeable to the Union and the Employer shall be appointed.

ARTICLE 15 – BEREAVEMENT LEAVE

15.01 The University will grant five (5) consecutive working days paid leave in the event of the death of an employee's spouse or same-sex partner or child, and three (3) consecutive working days paid leave in the event of the death of an employee's parents, parents-in-law, brother, sister, brother-in-law, sister-in-law, grandparents or grandchildren. One of the days of leave must be either the day of the death or the day of the funeral.

ARTICLE 16 – UNION REPRESENTATIVE

16.01 If an authorized representative of the International Union wants to speak to a member of the bargaining unit about a grievance or other official business, he shall advise the Supervisor, or 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 17 – BULLETIN BOARDS

17.01 The University agrees to provide bulletin boards in areas accessible to employees in the work place for the purpose of posting meeting notices 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 18 – CALL-IN PAY/ON-CALL PAY

18.01 Call-In Pay

An employee called in to work outside of his regular working hours shall be paid four (4) hours at the applicable overtime rate or overtime for all hours worked, whichever is greater. This provision does not apply when an employee is called in to work immediately prior to the start or immediately following the end of his scheduled shift. In such cases, the employee shall receive the applicable overtime rate for the hours worked.

18.02 On-Call Pay

The parties agree that unless it is expressly stated that employees are on-call, the University cannot require employees to be readily available to respond to a call, nor are employees entitled to on-call pay.

The formula for compensating employees for on-call is based on the following: When an employee has accumulated five (5) on-call days, she will be given a day off with pay in lieu. The following are *examples* of how these on-call days would be calculated:

- One day on-call is 4:00 pm Monday to 8:00 am Tuesday
- A full week (seven (7) days) of on-call would begin at approximately 4:00 pm on Friday and end at 8:00 am on the following Friday.
- For a weekend on-call, the employee accumulates three (3) days of on-calls as follows:

Friday 4:00 pm - 12:00 pm (1/2 day on-call)
Saturday 12:00 am - 12:00 pm (1 day on-call)
Sunday 12:01 am - 12:00 pm (1 day on-call)
Monday 12:01 am - 8:00 am (1/2 day on-call)

ARTICLE 19 – PAYMENT FOR INJURED EMPLOYEES

- 19.01 In the event that an employee is injured in the performance of her duties, to the extent that the employee is required to stop work and receive medical treatment, the employee will be paid her regular wages for the remainder of the shift. If it is necessary, the University will provide, or arrange for, suitable transportation for the employee to the doctor or the hospital, and thereafter, transportation to the employee's home if the employee is unable to return to work.
- 19.02 If the University requests a meeting with an employee to discuss the employee's claim under the Workplace Safety and Insurance Act, the employee will be entitled to have a Union representative present at the meeting.

ARTICLE 20 – JURY AND WITNESS DUTY

- 20.01 An employee who is called for jury duty or as a subpoenaed witness in a case in which the Crown is a party shall be paid at her basic hourly rate for time lost from regular straight time shifts that the employee would otherwise have been scheduled to work for each day of said jury service or subpoenaed witness duty. The employee shall pay to the University the full amount of jury pay or witness fees received, exclusive of any expenses, and will present proof of service and the amount of pay received. The employee is expected to report for work on days when she is not actively involved in court proceedings. The employee is responsible to notify the University as soon as she receives notification of jury duty or subpoena as a witness. The employee will report for work when not

required for such duty and will endeavour to keep up with the responsibilities of the job to the best of the employee's ability.

ARTICLE 21 – SAFETY AND HEALTH

21.01 (a) The University is committed to the prevention of illness through the provision and maintenance of healthy and safe conditions on its premises. The University endeavors 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, programs and procedures.

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

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

The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work in accordance with the *Occupational Health and Safety Act 2004*, where there is an immediate danger to their health and safety or the health and safety of others.

The University will continue to respect the functions and guidelines established for the Joint Health and Safety Committee (JHSC) under the Occupational Health and Safety Act. All copies of minutes of JHSC meetings will be forwarded to the union office via electronic mail in a timely fashion after their approval.

(b) The University and the Union shall maintain a Joint Occupational Health and Safety Committee consisting of equal numbers. The Union shall elect or appoint its representatives to this committee and the University shall appoint its representatives to this committee.

The structure of the Joint Occupational Health and Safety Committee shall be made up of a committee of twelve (12) members, four (4) appointed by the Union, one (1) appointed by CUPE 3902, Unit 2, and one (1) appointed by the Victoria University Chapter of the University of Toronto Faculty Association, and six (6) appointed by the University. Where a vote is to be taken, the employer and the

employee representatives will have an equal number of votes, regardless of the number of attendees at the meeting.

21.02 The general duties of the Joint Occupational Health & Safety Committee shall be:

- (a) To make a monthly inspection of a part of the work place for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
- (b) The Union Joint Chairperson of the Committee or her designate shall have the right to accompany all Ministry of Labour Safety Inspectors on tours of the University and shall receive copies of any reports sent to the University pertaining to such inspections.

21.03 An employee may refuse to work or do particular work where she has reason to believe that:

- (a) any equipment, machine, device or thing she is to use or operate is likely to endanger herself or another employee;
- (b) the physical condition of the work place or the part thereof in which she works or is to work is likely to endanger herself.

21.04 (a) If, as set down in Article 21.03, an employee refuses to work or do particular work she shall promptly report the circumstances of her refusal to her supervisor, who shall forthwith investigate the report with appropriate representatives of the Joint Occupational Health and Safety Committee or a certified worker.

(b) Following the investigation and any steps taken to deal with the circumstances that caused the employee to refuse to work or do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger herself or another employee, then an inspector from the Ministry of Labour shall investigate the refusal to work and shall give a decision in writing as soon as is practicable

(c) The employee shall be assigned alternative work during her normal working hours until such time that the job has been made safe or determined to be safe to work on.

21.05 Pending the investigation and decision of the inspector, no employee shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or the part thereof which is being investigated unless the employee is informed of the work refusal in the presence of a certified worker or a worker representative on the Joint Occupational Health & Safety Committee.

- 21.06 No disciplinary action shall be taken against any employee by reason of the fact that she has exercised the right conferred upon him/her under any act or agreement respecting the occupational health and safety of employees.
- 21.07 (a) Employees will wear, and the University will supply, protective clothing and other devices which the University requires employees to use to protect employees from injuries arising from their employment.
- (b) The University agrees to reimburse employees up to one hundred and seventy five dollars (\$175.00) per employee per year towards the purchase of safety shoes or boots for employees who are required to wear them in the performance of their duties effective on ratification.
- (c) The University agrees to reimburse up to two hundred and fifty dollars (\$250.00) per employee once every two (2) years for employees who require prescription safety glasses for the performance of the employee's duties and where, in the opinion of the University, protective face shields are not appropriate, towards the cost of prescription safety glasses (lens and frames).
- (d) The University will continue its current practice with respect to providing uniforms to those employees required to wear uniforms.

ARTICLE 22 – HOLIDAYS

- 22.01 The University will observe the following holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.
- 22.02 In order to be eligible for pay on any of the above holidays, an employee:
- (a) must not be eligible for or be in receipt of compensation for sickness or injury;
 - (b) must not be on a layoff for a period that exceeds thirty (30) calendar days prior to the holiday;
 - (c) must work the scheduled shift immediately preceding and immediately following the holiday unless the employee provides satisfactory evidence that she was prevented from doing so because of illness or injury;
 - (d) must not be on an authorized leave of absence;
 - (e) who is scheduled to work the holiday must complete the scheduled shift.
- 22.03 The University shall designate the day of observance of the paid holidays set out in Article 22.01 above. Notice will be sent to the Union by the University within

a reasonable time period prior to the date of observance of the paid holiday(s). When the holiday falls on the employee's regularly scheduled day off work, a lieu day shall be scheduled by mutual agreement between the employee and the employee's supervisor, to be taken within thirty (30) days of the date of the holiday.

- 22.04 Eligible employees who are not working flex hours 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.

Eligible employees who are working flex hours shall be paid their normal rate of pay for the week in which the holiday occurs provided the employee also works the day that is normally not worked in that week. For example, if the paid holiday falls on a Monday and the employee would ordinarily have Friday as a day off, then the employee will be required to work on the Friday.

- 22.05 When any of the holidays are observed during an employee's scheduled vacation period, the employee shall receive holiday pay as provided in Article 22.04 above and the day shall be counted as a holiday day and not a vacation day. This clause does not apply to employees who are working flex hours during the period on which the holiday is observed. Employees working flex hours will be paid their vacation for the week in which the holiday is observed and shall not be paid holiday pay for that day.

- 22.06 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 (1.5) the employee's regular straight time hourly rate of pay, in addition to holiday pay.

- 22.07 Presidential Day(s) as designated by the University will be a day off with pay equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday. The eligibility provisions of Article 22.02 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.

- 22.08 In addition to the holidays set out in Article 22.01, the University will observe a Christmas/New Year's seasonal shutdown as set out in Appendix "B".

- 22.09 Three Days Off With Pay

For each twelve (12) month period (beginning with July 1, 2000 to June 30, 2001) the University will designate three (3) days on which employees do not have to

work and in respect of which employees will suffer no loss of regular-straight time pay.

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

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

These days are not “Holidays” for any purpose under the Collective Agreement, including Article 22 – Holidays or Appendix “B” – Holidays.

ARTICLE 23 – VACATION WITH PAY

23.01 The vacation year is July 1 to June 30.

23.02 The length of service referred to below is the length of service of the employee as of July 1 of each vacation year.

(a) Annual vacation entitlement for all employees:

Length of Service	Vacation Entitlement	Rate of Vacation Pay
Less than 1 year	11/4 days/month of service	6%
1 to 5 years	15 days	6%
6 years	16 days	6.4%
7 years	17 days	6.8%
8 years	18 days	7.2%
9 years	19 days	7.6%
10-11 years	20 days	8%
12-13 years	21 days	8.4%
14 years	22 days	8.8%
15 years or more	25 days	10%

(b) Part-time employees shall receive a pro-rated number of working days based on the number of days per week that they regularly work with the same vacation pay as set out above.

- (c) The rate of vacation pay is the percentage of the gross annual earnings that the employee is entitled to be paid when vacation is taken. In the case of employees who are on pregnancy leave, primary caregiver/adoption leave or parental leave, their vacation pay based on that period shall be calculated as though the employee was in receipt of their normal base wages during that period.

- 23.03 The University retains the right to schedule vacations in accordance with its operational requirements. Employee requests for specific vacation periods are to be submitted to the University prior to March 31 of each year. Where two or more employees request the same vacation period by March 31 and the University cannot grant the requests for the same time, then the awarding of the vacation request will be based on seniority. Vacation requests received after March 31 will be considered on a first come, first serve basis rather than seniority. The University reserves the right to limit the amount of vacation that may be taken by an employee during the prime vacation period of May 1 to September 15. An employee cannot be required by the Employer to take vacation in unbroken periods of less than one (1) week, unless agreed to by the employee.

- 23.04 Employees may only carry forward a maximum of one (1) week of vacation into a subsequent vacation year. All other accumulated vacation greater than that allowed by this clause shall be paid out on the last pay period of the vacation year. Notwithstanding the above, employees will be allowed to carry forward a second week of vacation into a subsequent vacation year with the written permission of their supervisor.

- 23.05 On termination of employment, any unused vacation will be paid out to the employee.

- 23.06 Employees who are laid off will be paid any accumulated vacation pay on the request of the employee and will not accumulate vacation during the period of layoff.

- 23.07 Length of service will be adjusted for any unpaid leave of absence, or while an employee is absent from work and in receipt of Long Term Disability benefits, or WSIB benefits in excess of fifteen (15) weeks. Employees on unpaid leave for pregnancy, primary caregiver or parental leave will continue to accumulate length of service. Length of service shall accumulate during any Union leave of absence or layoff. This shall not apply to the accrual of sick days under Article 14.02.

- 23.08 An employee who is admitted as an in-patient to a hospital because of sickness or accident while on scheduled vacation will be considered as being eligible for sick leave during the period of hospitalization. The period of hospitalization may be rescheduled as vacation at a future date mutually agreeable to the employee and the employee's supervisor.

23.09 Gross annual earnings shall mean total taxable earnings for the fifty-two (52) week period prior to the vacation year.

ARTICLE 24 – WAGES

24.01 The University agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in Wage Schedule “A” attached hereto and forming part of this Agreement.

24.02 Temporary Transfers

An employee who is temporarily transferred to a higher paying job will be paid at the rate of pay, for that job, that is closest to but higher than their current rate of pay for all the time worked in the higher paying job.

24.03 All hourly employees shall be paid bi-weekly by direct deposit. The normal pay day shall be a Friday.
All salaried employees shall be paid monthly by direct deposit on the 20th of each month. Should the 20th of the month be a non-banking day then salaried employees will be paid on the Friday before the 20th of the month. Should December 20th occur during the Christmas shut down, the salaried employees shall be paid on the last day of work before the shut down.

24.04 The University reserves the right to establish new classifications or to change classifications during the term of this Agreement. Prior to establishing wage rates for the classification, the University will discuss the wage rate with the Union. If no agreement can be reached by the parties, then the University shall implement the new wage rate, which shall be consistent with the wage rates that are already contained in this Collective Agreement. Once established, the only matter that may be grieved is whether or not the rate is consistent with the Collective Agreement. The arbitrator shall provide the Parties with information about whether or not the rate is consistent with the Collective Agreement, but the arbitrator shall not have any power to set the wage rate.

ARTICLE 25 – HOURS OF WORK AND OVERTIME

25.01 Nothing in this article shall be so construed to mean a guarantee of hours of work per day or hours of work per week or days of work per week.

25.02 (a) It is the University’s management right to determine hours of work as the University deems appropriate and the provisions of this article are intended only to provide a basis for calculating time worked.

The regular hours of work for full-time salaried employees shall be thirty-five (35) hours per week from Labour Day through to June 30. The regular hours of work for full-time salaried employees from July 1 through to Labour Day shall be thirty (30) hours per week, with no afternoon break.

The regular hours of work for all full-time hourly employees shall be forty (40) hours per week.

The regular hours of work for part-time employees shall be between twenty-four (24) and thirty-nine (39) hours per week.

In establishing shift schedules, the University agrees that it will not schedule regular straight time shifts more than five (5) consecutive days per week and will provide for two (2) consecutive days of rest. Variations to this provision may be made by mutual agreement between the employee and the University.

The University agrees to maintain the status quo with respect to shift premiums.

(b) The Employer retains the right to develop shift rotation schedules. Actual shift schedules to be worked will be posted one week in advance. Where practicable, employees in the same job function will be assigned shifts in the shift rotation schedule based on the seniority and preference of the employee when the Employer develops new shift rotation schedules.

- 25.03 All authorized work performed in excess of eight (8) hours in a day or forty (40) hours per week for hourly employees and all authorized work performed in excess of seven (7) hours in a day or thirty-five (35) hours per week for salaried employees, will be paid at the rate of time and one-half (1 1/2x) the employee's regular straight time rate of pay. Overtime may be accumulated in an overtime bank, instead of being paid, if agreed between the employee and the supervisor, subject to the provisions of Article 25.08. This provision shall not apply when flex time arrangements are being worked.
- 25.04 There shall be no pyramiding, duplication of time or rates for the calculation of overtime or any other premium.
- 25.05 Overtime must be authorized in advance by the employee's immediate Supervisor. Overtime is voluntary unless not enough employees are available to perform the work required, in which case overtime is compulsory and will be assigned in reverse order of seniority to employees in the department who have the qualifications to perform the work.
- 25.06 The University will attempt to distribute overtime among employees who normally perform the work. Where overtime is required to finish a task at the end of a shift, it will be offered first to the employee who was performing the work.

All other overtime will be offered on a rotating basis to the employees who normally perform the work.

- 25.07 An employee who works unscheduled overtime for more than two (2) consecutive hours immediately beyond the regularly scheduled shift shall be provided with a meal. If the dining hall is still providing meals at the time the employee is to receive a meal, then she will be provided a meal from the dining hall. If no meal is available, then the employee shall receive a ten dollar (\$10.00) meal allowance.
- 25.08 Overtime may be accumulated in an overtime bank to a maximum of twenty-four (24) hours at any one time. Time off work, using time from the overtime bank, must be scheduled by mutual agreement between the employee and the supervisor. Overtime shall be credited as it is earned (ie., at time and one-half (1-1/2) the actual hours worked).
- 25.09 Full-time employees who have continuous responsibility for the care of their children or their parents may request a change to part-time status for a defined period in order to devote more time to their childcare or eldercare responsibilities. The percentage of time to be worked, and the duration of the part-time employment, must be mutually agreed to between the employee and the department head, to whom the request should be addressed. Employees requesting a change in status on this basis should make the request as far in advance as possible, but in any event no less than one (1) month prior to the commencement of the requested change in status. In case of emergencies, the one (1) month period may be waived. Salary and benefits will be pro-rated according to the percentage of time worked.
- 25.10 If the University errs in the distribution of overtime, the employee who should have been given the overtime will be offered the next opportunity to work overtime, but the University will not be required to pay for missed overtime, unless it is established that the University is deliberately bypassing the employee for overtime opportunities.

ARTICLE 26 – GENDER

- 26.01 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 feminine gender is applicable.
- 26.02 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.
- 26.03 Printing and distribution of this Agreement will be the Employer's responsibility. The Employer will supply a pocket size copy of the said Agreement to all

employees covered by this Agreement. Union to be provided with 10 copies and 8 original signature copies and a disk.

ARTICLE 27 – INSURANCE-WELFARE BENEFITS AND PENSIONS

- 27.01 The University agrees to pay the premiums for the benefits set out in Schedule “B” attached hereto for permanent employees. The University is responsible only for paying its share of the premiums for the benefit plans and shall not have any liability for the actual benefits. The policies issued by the insurance company are the governing documents in any question of interpretation or application.
- 27.02 The University agrees that all permanent employees shall be covered by the terms of the University pension plan as set out in Schedule “C” attached hereto. The University will administer the plan in accordance with the terms and conditions of the plan.

ARTICLE 28 – HUMANITY CHARITABLE FUND

- 28.01 The University agrees to deduct the amount of one (\$0.01) cent 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 of America 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.
The University agrees to record total Humanity Fund contributions deducted and paid by each employee on her T-4 Income Tax Receipt.
- 28.02 Employees may opt out of the Humanity Fund by providing written notice of their desire to do so to the Union, who shall advise the University of the request.

ARTICLE 29 – TERMINATION

- 29.01 This Agreement shall become effective on July 1, 2005 and shall continue in effect up to and including the 30th day of June, 2008 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 renew or amend the Agreement.

29.02 If notice of the intention to renew or amend is given by either Party pursuant to the provisions of the preceding paragraph, such negotiations shall commence on a date that is mutually agreed.

29.03 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the *Ontario Labour Relations Act*.

Signed at Toronto this ~~28th day of October, 2005~~. Change to date that we actually sign the final version

For the University

For the Union

A. Arbour

J. Ankenman

D. Keeling

O. Landi

C. Socknat

L. Oliver

K. Sullivan

SCHEDULE A – WAGES AND JOB CLASSIFICATIONS

SALARIED STAFF

Amend current salary structure for the University salaried staff as follows:

- 3% across the board retroactive to July 1, 2005,
- 2% across the board effective July 1, 2006,
- 1% across the board effective January 1, 2007,
- 2% across the board effective July 1, 2007,
- 1% across the board effective January 1, 2008.

Effective July 1, 2006 - Delete Steps 7 & 9. Renumber Salaries Grid accordingly and place employees in the appropriate Step.

Wage Grid for Salaried Staff

1st Year											
1-Jul-05											
Pay Scale Group	Hiring Rate	3.0% ATB									
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
08B	64,552	67,423	70,291	73,160	75,312	77,464	79,615	80,332	81,049	81,766	82,485
12N	61,088	63,804	66,519	69,235	71,271	73,307	75,342	76,022	76,700	77,380	78,058
07B	58,032	60,611	63,191	65,770	67,706	69,639	71,574	72,218	72,861	73,508	74,152
11N	54,993	57,436	59,879	62,323	64,157	65,990	67,823	68,434	69,045	69,656	70,268
06B	52,253	54,574	56,897	59,219	60,962	62,702	64,443	65,024	65,606	66,186	66,767
10N	49,567	51,769	53,972	56,173	57,826	59,478	61,131	61,682	62,234	62,783	63,334
05B	47,129	49,223	51,318	53,412	54,984	56,553	58,125	58,648	59,172	59,696	60,219
09N	44,603	46,585	48,567	50,549	52,038	53,523	55,009	55,506	56,001	56,497	56,993
04B	42,494	44,381	46,269	48,159	49,574	50,990	52,407	52,879	53,352	53,825	54,295
08N	40,230	42,018	43,808	45,594	46,935	48,276	49,618	50,063	50,511	50,958	51,405
03B	38,372	40,077	41,783	43,489	44,768	46,045	47,324	47,752	48,178	48,605	49,032
07N	36,457	38,077	39,697	41,316	42,534	43,747	44,961	45,368	45,773	46,178	46,584
06N	33,329	34,810	36,290	37,773	38,885	39,995	41,106	41,477	41,846	42,217	42,586
05N	30,269	31,614	32,960	34,304	35,313	36,322	37,332	37,668	38,004	38,341	38,678
04N	27,959	29,202	30,444	31,687	32,618	33,551	34,482	34,792	35,105	35,413	35,725
03N	25,883	27,032	28,183	29,331	30,195	31,059	31,921	32,207	32,495	32,784	33,072

2nd year

1-Jul-06

2.0% ATB

Pay Scale Group	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
08B	65,843	68,771	71,697	74,623	76,818	79,013	81,207	82,670	84,135
12N	62,310	65,080	67,849	70,620	72,696	74,773	76,849	78,234	79,619
07B	59,193	61,823	64,455	67,085	69,060	71,032	73,005	74,318	75,635
11N	56,093	58,585	61,077	63,569	65,440	67,310	69,179	70,426	71,673
06B	53,298	55,665	58,035	60,403	62,181	63,956	65,732	66,918	68,102
10N	50,558	52,804	55,051	57,296	58,983	60,668	62,354	63,479	64,601
05B	48,072	50,207	52,344	54,480	56,084	57,684	59,288	60,355	61,423
09N	45,495	47,517	49,538	51,560	53,079	54,593	56,109	57,121	58,133
04B	43,344	45,269	47,194	49,122	50,565	52,010	53,455	54,419	55,381
08N	41,035	42,858	44,684	46,506	47,874	49,242	50,610	51,521	52,433
03B	39,139	40,879	42,619	44,359	45,663	46,966	48,270	49,142	50,013
07N	37,186	38,839	40,491	42,142	43,385	44,622	45,860	46,688	47,516
06N	33,996	35,506	37,016	38,528	39,663	40,795	41,928	42,683	43,438
05N	30,874	32,246	33,619	34,990	36,019	37,048	38,079	38,764	39,452
04N	28,518	29,786	31,053	32,321	33,270	34,222	35,172	35,807	36,440
03N	26,401	27,573	28,747	29,918	30,799	31,680	32,559	33,145	33,733

1-Jan-07

1.0% ATB

Pay Scale Group	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
08B	66,501	69,459	72,414	75,369	77,586	79,803	82,019	83,497	84,976
12N	62,933	65,731	68,527	71,326	73,423	75,521	77,617	79,016	80,415
07B	59,785	62,441	65,100	67,756	69,751	71,742	73,735	75,061	76,391
11N	56,654	59,171	61,688	64,205	66,094	67,983	69,871	71,130	72,390
06B	53,831	56,222	58,615	61,007	62,803	64,596	66,389	67,587	68,783
10N	51,064	53,332	55,602	57,869	59,573	61,275	62,978	64,114	65,247
05B	48,553	50,709	52,867	55,025	56,645	58,261	59,881	60,959	62,037
09N	45,950	47,992	50,033	52,076	53,610	55,139	56,670	57,692	58,714
04B	43,777	45,722	47,666	49,613	51,071	52,530	53,990	54,963	55,935
08N	41,445	43,287	45,131	46,971	48,353	49,734	51,116	52,036	52,957
03B	39,530	41,288	43,045	44,803	46,120	47,436	48,753	49,633	50,513
07N	37,558	39,227	40,896	42,563	43,819	45,068	46,319	47,155	47,991
06N	34,336	35,861	37,386	38,913	40,060	41,203	42,347	43,110	43,872
05N	31,183	32,568	33,955	35,340	36,379	37,418	38,460	39,152	39,847
04N	28,803	30,084	31,364	32,644	33,603	34,564	35,524	36,165	36,804
03N	26,665	27,849	29,034	30,217	31,107	31,997	32,885	33,476	34,070

3rd year

1-Jul-07

2.0% ATB

Pay Scale Group	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
08B	67,831	70,848	73,862	76,876	79,138	81,399	83,659	85,167	86,676
12N	64,192	67,046	69,898	72,753	74,891	77,031	79,169	80,596	82,023
07B	60,981	63,690	66,402	69,111	71,146	73,177	75,210	76,562	77,919
11N	57,787	60,354	62,922	65,489	67,416	69,343	71,268	72,553	73,838
06B	54,908	57,346	59,787	62,227	64,059	65,888	67,717	68,939	70,159
10N	52,085	54,399	56,714	59,026	60,764	62,501	64,238	65,396	66,552
05B	49,524	51,723	53,924	56,126	57,778	59,426	61,079	62,178	63,278
09N	46,869	48,952	51,034	53,118	54,682	56,242	57,803	58,846	59,888
04B	44,653	46,636	48,619	50,605	52,092	53,581	55,070	56,062	57,054
08N	42,274	44,153	46,034	47,910	49,320	50,729	52,138	53,077	54,016
03B	40,321	42,114	43,906	45,699	47,042	48,385	49,728	50,626	51,523
07N	38,309	40,012	41,714	43,414	44,695	45,969	47,245	48,098	48,951
06N	35,023	36,578	38,134	39,691	40,861	42,027	43,194	43,972	44,749
05N	31,807	33,219	34,634	36,047	37,107	38,166	39,229	39,935	40,644
04N	29,379	30,686	31,991	33,297	34,275	35,255	36,234	36,888	37,540
03N	27,198	28,406	29,615	30,821	31,729	32,637	33,543	34,146	34,751

1-Jan-08

1.0% ATB

Pay Scale Group	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
08B	68,509	71,556	74,601	77,645	79,929	82,213	84,496	86,019	87,543
12N	64,834	67,716	70,597	73,481	75,640	77,801	79,961	81,402	82,843
07B	61,591	64,327	67,066	69,802	71,857	73,909	75,962	77,328	78,698
11N	58,365	60,958	63,551	66,144	68,090	70,036	71,981	73,279	74,576
06B	55,457	57,919	60,385	62,849	64,700	66,547	68,394	69,628	70,861
10N	52,606	54,943	57,281	59,616	61,372	63,126	64,880	66,050	67,218
05B	50,019	52,240	54,463	56,687	58,356	60,020	61,690	62,800	63,911
09N	47,338	49,442	51,544	53,649	55,229	56,804	58,381	59,434	60,487
04B	45,100	47,102	49,105	51,111	52,613	54,117	55,621	56,623	57,625
08N	42,697	44,595	46,494	48,389	49,813	51,236	52,659	53,608	54,556
03B	40,724	42,535	44,345	46,156	47,512	48,869	50,225	51,132	52,038
07N	38,692	40,412	42,131	43,848	45,142	46,429	47,717	48,579	49,441
06N	35,373	36,944	38,515	40,088	41,270	42,447	43,626	44,412	45,196
05N	32,125	33,551	34,980	36,407	37,478	38,548	39,621	40,334	41,050
04N	29,673	30,993	32,311	33,630	34,618	35,608	36,596	37,257	37,915
03N	27,470	28,690	29,911	31,129	32,046	32,963	33,878	34,487	35,099

Notes to Wage Grid for Salaried Staff

1. Where an employee is appointed to a classification in a higher salary grade the employee's salary will be increased to the salary step in the higher salary grade closest to, but more than, the employee's salary in the lower grade. 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 lesser than, the employee's salary in the higher grade.
2. Newly-hired or promoted employees will be paid no less than the starting rate for the salary grade of the classification, but the University can in its sole discretion place newly-hired or promoted employees at any step on the grid above the starting rate (subject to the minimum grade placement for promoted employees as per (1) above).
3. The University can, in its sole discretion, move employees through the grid at an accelerated rate.
4. For the purposes of retention, recruitment, skill shortage, or to recognize an employee's extraordinary effort and/or contribution, the University may, in its sole discretion, make lump sum payments to an employee 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.
5. University decisions with respect to paragraphs (2), (3) or (4) above are within the sole discretion of the University and in no case shall an arbitrator or board of arbitration have the jurisdiction to make or order any movement or placement on the grid as per paragraphs (2) or (3) or any payments as per paragraph (4).
6. The University will, on a quarterly basis, advise the Union in writing of any grid placements as per paragraphs (2) or (3) above or any payments as per paragraph (4) above.

HOURLY PAID STAFF

Amend current wage grids for hourly-paid employees as follows:

Effective July 1, 2006:

The current one year rate shall be deleted and replaced with the two year rate for all classifications.

Delete 18 month rate where applicable.

The current two year shall be deleted and replaced with the four year rate for all classifications where applicable.

3% across the board retroactive to July 1, 2005,
2% across the board effective July 1, 2006,
1% across the board effective January 1, 2007,
2% across the board effective July 1, 2007,
1% across the board effective January 1, 2008.

Wage Grid for Hourly Paid Staff

**1st year
1-Jul-05**

	Status	3%	ATB	Confirmed		18 Month Rate	2 Year Rate	4 Year Rate
		Probationary 1-60 Days	61-365 Days	After 1 Year				
L.H. Tradesman	FT	24.11	25.47	28.93			29.22	
Tradesman	FT	21.92	23.15	26.31			26.56	
Locksmith	FT	19.92	20.93	23.77			24.00	
Bldg. Env. Sys. Person	FT	19.92	21.13	22.81			23.02	
L.H. Nightwatch	FT	16.08	17.40	19.21			19.40	
Handyman	FT	16.93	18.77	20.26			20.45	
1st Cook	FT	16.87	18.07	19.44			19.63	
Head Groundskeeper	FT	15.92	17.11	19.44			19.63	
Audiovisual								
Support/Mailroom	FT	15.63	16.82	18.18			18.37	
Printer	FT	15.64	16.82	18.18			18.37	
Cook/Baker	FT	15.22	16.41	17.71			17.89	
Night Watch	FT	14.62	15.81	17.47			17.63	
L.H. Food Service	FT	15.03	16.35	17.98			18.16	
Maintenance Helper	FT	14.84	16.03	18.42			18.59	
Groundskeeper	FT	14.02	15.22	16.99			17.17	
L.H. Housekeeper	FT	15.03	16.35	17.98			18.16	
Plant Service Worker	FT	13.66	14.87	16.35			16.51	
Housekeeper	FT	13.66	14.87	16.35			16.51	
Food Service Production	FT	13.66	14.87	16.35			16.51	
Cafeteria Worker	FT	13.66	14.87	16.35			16.51	
Cashier	FT	13.66	14.87	16.35			16.51	
Cook Apprentice	FT	13.66	14.87	16.35			16.51	
Reception	FT	13.66	14.87	16.35			16.51	
Night Watch	PT	12.47	13.66	14.87	16.05		17.47	17.63
General Help	PT	11.29	12.47	13.66	14.87		16.35	16.51
Reception	PT	11.29	12.47	13.66	14.87		16.35	16.51
Housekeeper	PT	11.29	12.47	13.66	14.87		16.35	16.51
Groundskeeper	PT	11.29	12.47	13.66	14.87		16.35	16.51

**2nd year
1-Jul-06**

	Status	2% ATB			2 Year Rate
		Probationary 1-60 Days	Confirmed 61-365 Days	After 1 Year	
L.H. Tradesman	FT	24.60	25.97	29.80	
Tradesman	FT	22.36	23.61	27.09	
Locksmith	FT	20.32	21.35	24.48	
Bldg. Env. Sys. Person	FT	20.32	21.55	23.48	
L.H. Nightwatch	FT	16.40	17.75	19.79	
Handyman	FT	17.27	19.15	20.86	
1st Cook	FT	17.21	18.43	20.02	
Head Groundskeeper	FT	16.24	17.45	20.02	
Audiovisual					
Support/Mailroom	FT	15.94	17.16	18.74	
Printer	FT	15.95	17.16	18.74	
Cook/Baker	FT	15.52	16.74	18.25	
Night Watch	FT	14.91	16.13	17.98	
L.H. Food Service	FT	15.33	16.68	18.52	
Maintenance Helper	FT	15.14	16.35	18.96	
Groundskeeper	FT	14.30	15.52	17.51	
L.H. Housekeeper	FT	15.33	16.68	18.52	
Plant Service Worker	FT	13.93	15.17	16.84	
Housekeeper	FT	13.93	15.17	16.84	
Food Service Production	FT	13.93	15.17	16.84	
Cafeteria Worker	FT	13.93	15.17	16.84	
Cashier	FT	13.93	15.17	16.84	
Cook Apprentice	FT	13.93	15.17	16.84	
Reception	FT	13.93	15.17	16.84	
Night Watch	PT	12.72	13.93	17.82	17.98
General Help	PT	11.52	12.72	16.68	16.84
Reception	PT	11.52	12.72	16.68	16.84
Housekeeper	PT	11.52	12.72	16.68	16.84
Groundskeeper	PT	11.52	12.72	16.68	16.84

1-Jan-07	1%	ATB		Confirmed		2 Year Rate
		Status	Probationary 1-60 Days	61-365 Days	After 1 Year	
L.H. Tradesman	FT	24.84	26.24	30.10		
Tradesman	FT	22.58	23.85	27.36		
Locksmith	FT	20.52	21.56	24.72		
Bldg. Env. Sys. Person	FT	20.52	21.77	23.71		
L.H. Nightwatch	FT	16.56	17.93	19.99		
Handyman	FT	17.44	19.34	21.07		
1st Cook	FT	17.38	18.61	20.22		
Head Groundskeeper	FT	16.40	17.62	20.22		
Audiovisual						
Support/Mailroom	FT	16.10	17.33	18.93		
Printer	FT	16.11	17.33	18.93		
Cook/Baker	FT	15.68	16.91	18.43		
Night Watch	FT	15.06	16.29	18.16		
L.H. Food Service	FT	15.48	16.85	18.71		
Maintenance Helper	FT	15.29	16.51	19.15		
Groundskeeper	FT	14.44	15.68	17.69		
L.H. Housekeeper	FT	15.48	16.85	18.71		
Plant Service Worker	FT	14.07	15.32	17.01		
Housekeeper	FT	14.07	15.32	17.01		
Food Service Production	FT	14.07	15.32	17.01		
Cafeteria Worker	FT	14.07	15.32	17.01		
Cashier	FT	14.07	15.32	17.01		
Cook Apprentice	FT	14.07	15.32	17.01		
Reception	FT	14.07	15.32	17.01		
Night Watch	PT	12.85	14.07	18.00	18.16	
General Help	PT	11.64	12.85	16.85	17.01	
Reception	PT	11.64	12.85	16.85	17.01	
Housekeeper	PT	11.64	12.85	16.85	17.01	
Groundskeeper	PT	11.64	12.85	16.85	17.01	

Third Year

1-Jul-07	2%	ATB		Confirmed 61-365 Days	After 1 Year	2 Year Rate
		Status	Probationary 1-60 Days			
L.H. Tradesman	FT	25.33	26.76	30.70		
Tradesman	FT	23.03	24.33	27.91		
Locksmith	FT	20.93	21.99	25.21		
Bldg. Env. Sys. Person	FT	20.93	22.21	24.18		
L.H. Nightwatch	FT	16.89	18.29	20.39		
Handyman	FT	17.79	19.73	21.49		
1st Cook	FT	17.73	18.98	20.62		
Head Groundskeeper	FT	16.73	17.97	20.62		
Audiovisual						
Support/Mailroom	FT	16.42	17.68	19.31		
Printer	FT	16.43	17.68	19.31		
Cook/Baker	FT	15.99	17.25	18.80		
Night Watch	FT	15.36	16.62	18.52		
L.H. Food Service	FT	15.79	17.19	19.08		
Maintenance Helper	FT	15.60	16.84	19.53		
Groundskeeper	FT	14.73	15.99	18.04		
L.H. Housekeeper	FT	15.79	17.19	19.08		
Plant Service Worker	FT	14.35	15.63	17.35		
Housekeeper	FT	14.35	15.63	17.35		
Food Service Production	FT	14.35	15.63	17.35		
Cafeteria Worker	FT	14.35	15.63	17.35		
Cashier	FT	14.35	15.63	17.35		
Cook Apprentice	FT	14.35	15.63	17.35		
Reception	FT	14.35	15.63	17.35		
Night Watch	PT	13.11	14.35	18.36		18.52
General Help	PT	11.87	13.11	17.19		17.35
Reception	PT	11.87	13.11	17.19		17.35
Housekeeper	PT	11.87	13.11	17.19		17.35
Groundskeeper	PT	11.87	13.11	17.19		17.35

1-Jan-08	1%	ATB		Confirmed		2 Year Rate
		Status	Probationary 1-60 Days	61-365 Days	After 1 Year	
L.H. Tradesman	FT	25.59	27.03	31.01		
Tradesman	FT	23.26	24.57	28.19		
Locksmith	FT	21.14	22.21	25.46		
Bldg. Env. Sys. Person	FT	21.14	22.43	24.42		
L.H. Nightwatch	FT	17.06	18.47	20.59		
Handyman	FT	17.97	19.93	21.70		
1st Cook	FT	17.91	19.17	20.83		
Head Groundskeeper	FT	16.90	18.15	20.83		
Audiovisual						
Support/Mailroom	FT	16.58	17.86	19.50		
Printer	FT	16.59	17.86	19.50		
Cook/Baker	FT	16.15	17.42	18.99		
Night Watch	FT	15.51	16.79	18.71		
L.H. Food Service	FT	15.95	17.36	19.27		
Maintenance Helper	FT	15.76	17.01	19.73		
Groundskeeper	FT	14.88	16.15	18.22		
L.H. Housekeeper	FT	15.95	17.36	19.27		
Plant Service Worker	FT	14.49	15.79	17.52		
Housekeeper	FT	14.49	15.79	17.52		
Food Service Production	FT	14.49	15.79	17.52		
Cafeteria Worker	FT	14.49	15.79	17.52		
Cashier	FT	14.49	15.79	17.52		
Cook Apprentice	FT	14.49	15.79	17.52		
Reception	FT	14.49	15.79	17.52		
Night Watch	PT	13.24	14.49	18.54	18.71	
General Help	PT	11.99	13.24	17.36	17.52	
Reception	PT	11.99	13.24	17.36	17.52	
Housekeeper	PT	11.99	13.24	17.36	17.52	
Groundskeeper	PT	11.99	13.24	17.36	17.52	

SCHEDULE “B” – BENEFITS

Agree to extend the benefits in Schedule B, except for Long Term Disability, to Temporary employees.

Long-Term Disability Plan

The University agrees to contribute 80% of the billed rates of premiums for employees participating in the University Long-Term Disability Plan for Members of the Academic and Administrative Staff in effect on May 16, 2000 in accordance with the provisions and regulations of the said plan during the term of this Agreement. Participation in the said Long-Term Disability Plan is required as a condition of employment.

Group Life and Survivor Income Plan

The University shall continue to contribute 100% of the billed rates of premiums for employees for Basic Coverage at no cost to the employee, in accordance with the provisions and regulations of the University Group Life and Survivor Income Plan for Members of the Academic and Administrative Staff in effect on May 16, 2000, during the term of this Agreement. Employees may elect to take additional coverage in accordance with the provisions and regulations governing Optional Coverage as specified in the Group Life and Survivor Income Plan.

Dental Care Plan

U of T settlement on dental i.e. ODA one year lag.

The University agrees to contribute 80% of the billed rates of premiums for employees participating in the University Dental Care Plan in effect on May 16, 2000.

Participation in the Dental Care Plan is a condition of employment. Only employees who have dental insurance coverage through their spouse will be exempted from participation. The University will not be required to make any payment in lieu of premiums to any employee who is exempt from participation in the Dental Care Plan in effect on May 16, 2000.

Extended Health Care Plan

The University agrees to contribute seventy-five percent (75%) of the billed rates of premiums for employees participating in the University Extended Health Care plan in effect on May 16, 2000.

Semi-Private Hospital Accommodation Plan

The University agrees to contribute 75% of the billed rates of premiums for employees participating in the University Semi-Private Hospital Accommodation Plan in effect on May 16, 2000.

Joint Membership Plan

The University agrees that employees are eligible for membership in the Joint Membership Plan for staff of the University in effect on May 16, 2000 subject to the provisions established with respect to such membership.

Vision Care Plan

The University agrees to contribute 50% of the billed rates of premiums for employees participating in the University Vision Care Plan in effect on May 16, 2000. Increase coverage for eligible eyewear and eye exams to a combined maximum of \$250/24 months effective January 1, 2006. Eye exams are subject to usual and customary rates. 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.

Employee Assistance Program

The University agrees to contribute 100% of the billed costs associated with an Employee Assistance Program. This Program will be available to all members of staff of the University including members of the USW bargaining unit.

Change in Benefit Plans/Carrier

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

SCHEDULE "C" – PENSIONS

Eligible employees can participate in the Victoria University General Pension Plan. The University will administer the Plan in accordance with the terms and conditions of the Plan.

Amendments to Pension Plan - Effective January 1, 2006

Formula

Up to average YMPE, increase pension from 1.5% of final average earnings to 1.6% of final average earnings; Increase employee contribution from 4.5% of earnings to 5% of earnings up to YMPE.

Above YMPE – unchanged.

Early Retirement

Unreduced pension, age 60, age plus active service greater than or equal to 80.

Committee

Joint committee to review Plan matters in the future.

APPENDIX “A” – SEVERANCE PAY

Employees who are laid off in excess of fourteen (14) calendar days may choose termination and loss of all seniority rights, in which case the employee will receive the enhanced severance pay set out below or at the expiration of the employee’s seniority due to layoff, the employee will receive the severance pay set out below.

Schedule of Severance Pay

Continuous Years of Service at Date of Layoff	Severance Pay on Expiration of Seniority Rights (in weeks)	Enhanced Severance Pay Effective the Date of Layoff (in 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	20
11	12	22
12	13	24
13	15	26
14	17	28
15	19	30
16	21	32
17	23	34
18	25	36
19	27	38
20	29	40
21	31	42
22	33	44
23	35	46
24	37	48
25	39	50
26	41	52
27	43	52
28	45	52
29	47	52
30	52	52
31	52	52

APPENDIX B – HOLIDAYS

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

July 1, 2005 to June 30, 2006

Canada Day	Friday, July 1, 2005
Civic Holiday	Monday, August 1, 2005
Labour Day	Monday, September 5, 2005
Thanksgiving Day	Monday, October 10, 2005
Christmas/New Year	Thursday, December 22, 2005 to Tuesday, January 3, 2006 inclusive*
Good Friday	Friday, April 14, 2006
Victoria Day	Monday, May 22, 2006

July 1, 2006 to June 30, 2007

Canada Day	Monday, July 3, 2006
Civic Holiday	Monday, August 7, 2006
Labour Day	Monday, September 4, 2006
Thanksgiving Day	Monday, October 9, 2006
Christmas/New Year	Friday, December 22, 2006 to Wednesday, January 3, 2007 inclusive*
Good Friday	Friday, April 6, 2007
Victoria Day	Monday, May 21, 2007

July 1, 2007 to June 30, 2008

Canada Day	Monday, July 2, 2007
Civic Holiday	Monday, August 6, 2007
Labour Day	Monday, September 3, 2007
Thanksgiving Day	Monday, October 8, 2007
Christmas/New Year	Monday, December 24, 2007 to Friday, January 4, 2008 inclusive*
Good Friday	Friday, March 21, 2008
Victoria Day	Monday, May 19, 2008

*paid leave days on which the University will be closed.

LETTER OF UNDERSTANDING – EMERGENCY CLOSURE

From time to time, the President of Victoria University may close or cancel some or all of the operations and /or services of the University as a result of circumstances beyond the University's control, such as snowfalls and power failures. Closing or canceling some or all of the operations or services of the University does not mean that staff duties are cancelled as well. Essential services to members of and visitors to the University must be maintained. Without limiting the possibilities, some examples of essential services are snow removal, food services, security, maintenance of building systems, cleaning services, communication services, emergency response capabilities.

In the event that the President does declare that certain operations or services of the University are closed or cancelled, employees are expected to work their normal shifts, unless a) they are released from their duties by their supervisor; b) they provide satisfactory evidence to their supervisor that they are unable to stay at the workplace, or c) conditions are such that they are unable to travel to the University in order to work. Employees who do work when the University is closed will be paid their regular wages for the hours worked and will be given compensating time off with pay at a time to be mutually agreed between the employee and their supervisor.

Those employees who provide satisfactory evidence that they cannot stay for work or cannot travel to the University in order to work will receive their regular straight time wages for the regular hours lost.

The University will attempt to offer overnight accommodation and meals on campus to staff who are unable to travel home and return for work to cover a regularly scheduled shift the next day.

LETTER OF UNDERSTANDING – UNION MEETINGS

Provided the University is able to meet its operational requirements, employees will be given time off (not to exceed two (2) hours) up to three times per year to attend general Membership meetings of the Local Union. Provided the Union gives the University sufficient advance notice to schedule the room, the Union may use the University meeting room at no cost for general membership meetings of the local union. Employees shall be given the opportunity to make up such hours at times mutually agreed to between the employee and the University.

LETTER OF INTENT – EDUCATIONAL ASSISTANCE

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

Introduction

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

Terms of Reference

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

Eligibility

Bargaining unit employees whether full-time, part-time of twenty-five (25) percent or more are eligible. In the case of part-time staff members, the funding is pro-rated in accordance with the part-time appointment.

Provisions

1. One hundred (100) percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking:

- a) a University of Toronto or Ontario Institute for Studies in Education degree course, up to and including the Master's level. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and two (2) full courses during the Summer session and reimbursement will be limited to the equivalent general Arts and Science course tuition fee. For Master's level programs, the tuition waiver shall be limited to the part-time program fee or \$2,500 per academic year, whichever is less. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining program fee or \$ 2500 per year, so long as the employee has already received a tuition waiver under this policy; or
- b) a University of Toronto course taken as part of the "academic bridging" program; or
- c) a University of Toronto course taken as a "special student" ; or
- d) a diploma or certificate program offered through Woodsworth College or other University of Toronto academic divisions, for which students are

registered as University of Toronto students and receive diplomas at Convocation in accordance with the University Policy on Diploma and Certificate Programs. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and two (2) full courses during the summer session and reimbursement will be limited to the equivalent general Arts and Science course tuition fee; or

- e) those courses offered by the School of Continuing Studies that are work or job related, up to a maximum of \$500 per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of \$250 per course, with a combined maximum 6 courses per academic year.

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

2. Fifty (50) percent Tuition Reimbursed

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

- a) 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.
- b) 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: FEE WAIVER FOR DEPENDANTS

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

Introduction

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

Terms of Reference

An eligible spouse or a dependant must have met the admission requirements for the qualifying programme and have followed the normal procedures regarding application for admission and registration before application is made for tuition to be waived under this policy.

For the purposes of this policy:

“Dependant” shall include the natural, legally adopted, step or foster child, spouse, or same sex partner of an eligible staff member who is dependent on the employee or spouse for financial support; Spouse shall mean spouse as defined in the *Ontario Human Rights Code* as amended by the *Spousal Relationships Statute Law Amendment Act, 2005*.

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

Eligibility

This benefit is available to:

-Staff members of the University. In the case of part-time staff members, the benefit will be pro-rated in accordance with the part-time appointment.

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

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

Provisions

Eligible dependants enrolled in these programmes will have their academic tuition fee waived for each academic year of the programme until the degree or certificate is awarded. The academic tuition fee waiver is applicable to programmes which lead to a first undergraduate degree or certificate and which do not require prior undergraduate preparation since admission is normally gained directly from high school. In cases where the program requires undergraduate preparation, only the undergraduate courses taken as part of the preparation are eligible.

For clarity, the fee waiver is applicable to the Transitional Year Programme and Academic Bridging Programme. The waiver is not applicable to programmes which require the completion of any prior undergraduate courses. Programmes in the following areas are also not eligible: Royal Conservatory of Music, School of Continuing Studies, Woodsworth College Diplomas. Where a student receives a scholarship which provides for the payment of fees, the terms of the scholarship will apply prior to any waiver of tuition under this policy.

Procedures

On receiving acceptance, a Tuition Waiver form should be completed in duplicate. The staff member requires approval from the Human Resources Office by mail or in person to certify that the employee is eligible for the Tuition Waiver as requested. The approved Tuition Waiver is returned to the staff member who will keep one copy and present one copy, with a Fees form along with payment of all incidental fees, to the University of Toronto Fees Department or to the fees office of a Federated College if the student is enrolling in a Federated College.

Administration of this Policy

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

LETTER OF AGREEMENT– SHIFT SCHEDULES

In order to address concerns about shift schedules in which employees may work more than five (5) continuous shifts in a two (2) week period, the University agrees to meet with the Union to endeavour to develop alternative shift schedules. The schedules must provide the coverage required by the University, must not result in the payment of overtime premiums and the employees affected agree.

LETTER OF AGREEMENT - CAMPUS MAIL

The University agrees to provide the Union with access to and use of the Victoria University campus mail system to send and receive communications with bargaining unit members. Such mail shall be regarded as private and confidential.

LETTER OF AGREEMENT- NEW JOB EVALUATION SYSTEM

The parties agree to introduce a mutually acceptable, gender neutral, job evaluation system and methodology for bargaining unit positions. The job evaluation system will be a point factor system, will reflect the University's values, and will be compliant with the Pay Equity Act. The SES-U system being developed by the University of Toronto and the

United Steelworkers will be the basis for the job evaluation system at Victoria University, recognizing the need for modification for Victoria University jobs.

The parties will use their best efforts to implement this system by March 31, 2008. The job descriptions will be finalized by September 30, 2006.

The University agrees to grant a leave of absence to one (1) employee who shall be selected by the Union to act on its job evaluation committee. Such leave shall be granted in accordance with and in addition to the one (1) position in Article 13.05 of this Agreement.

LETTER OF INTENT - PENSION BRIDGING BENEFIT

The University will provide for a bridging benefit for employees who retire before age 65 during the period from July 1, 2005 until June 30, 2008 under the provisions of Article 8 of the University's Pension plan as follows:

Effective July 1, 2005, a "bridge benefit" will be payable equal to 0.5% of Final Average Earnings up to the YMPE times pensionable service. Effective January 1, 2006, a "bridge benefit" will be payable equal to 0.4% of Final Average Earnings up to the YMPE times pensionable service. The "bridge benefit" is payable until the earlier of the first of the month in which the participant reaches age sixty-five (65) or the first of the month in which the participant dies. The bridge benefit is subject to the cost of living adjustments ("indexation").

LETTER OF INTENT – PUBLIC TRANSIT SUBSIDY

Mr. Omero Landi,
Staff Representative,
United Steel Workers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Landi,

Under present arrangements, Victoria University employees are permitted to participate in the program of volume discounts for TTC passes through the cooperation of VUSAC - the Victoria University Students' Administrative Council. The University agrees to approach the University of Toronto to confirm that Victoria University employees will be able to participate in this program on an ongoing basis. In addition, the University will approach VUSAC to confirm that it will continue to administer the volume discount program to Victoria University employees as long as VUSAC is administering the program.

Yours sincerely,

David Keeling, Bursar

LETTER OF INTENT – SUMMER HOURS FOR SALARIED STAFF

The conditions under which the University offers a reduction in working hours in the summer are as follows:

1. Normal business hours and levels of service are to be maintained.
2. The Department Head/Manager has the discretion to determine whether a 4-day, condensed work week is practical for the work unit. If the Manager determines that the 4-day week is not practical, a 5-day work week will continue with reduced hours. (For details see #6 below.)

The Department Head/Manager of each Office/Unit will advise her/his staff as to which summer hours program the office will follow. Salaried administrative staff will then work in accordance with the rules for the program that their office is following. The two systems (i.e. “condensed 4-day week” and “regular hours, “5-day week program”) may not be combined by an employee.

3. Employees and managers are jointly responsible for monitoring and recording hours worked.
4. THE CONDENSED, 4-DAY WORK WEEK
 - a) The four-day work week schedule will begin on the Tuesday following the Victoria Day long weekend, and will end on the Friday prior to the Labour Day weekend.
 - b) Each week in this period, including weeks containing Statutory Holidays, will have four working days.
 - c) The average working day during this period will be 7-3/4 hours, and the average work week will be 31 hours.
 - d) Staff are to begin their hours of work between 8:00 a.m. and 9:00 a.m. and are to end their daily work between 4:00 p.m. and 6:00 p.m.
 - e) All staff will take a lunch period of one hour each day.
 - f) Staff will work 4 full days each week. Staff members and their Managers will discuss requests for flex days in advance of the week in which the day off is to be taken. The manager will advise each staff member of her/his day off once he/she knows of each staff member’s request and has considered these requests in relation to the anticipated workload of the office. Staff will not be permitted to take less than a full day as a flex day.

5. WHEN A CONDENSED, 4-DAY WEEK IS NOT PRACTICAL

When a condensed, 4-day work week is determined by the Department Head to be impractical, staff will work from 9:00 a.m. to 5:00 p.m. on a 5-day per week basis from the Tuesday after Victoria Day to June 30, and from 9:00 a.m. – 4:00 p.m. on a 5-day per week basis from July 1 to the Friday before Labour Day. The regular schedule will resume on the Tuesday after Labour Day.

6. HOURS OF SERVICE

Although some operations may not be personally attended at all times, public service (i.e., reception, telephone answering and response to public enquiry) must be maintained throughout each day in accordance with regular departmental practice.

7. TIME RECORDING

Since both hours worked per day and the specific days worked will be flexible to some extent under this system, it is the responsibility of individual staff members and their supervisors to maintain an accurate record of time worked. All employees who participate in the 4-day summer work week must record hours accumulated each day.

Hours will be accounted for at the end of each month. At this time a summary of hours worked will be updated for each staff member.

Each staff member is responsible for the recording of her/his hours on the Attendance Record form and the Department Head for recording them on the Monthly Hours Summary Sheet.

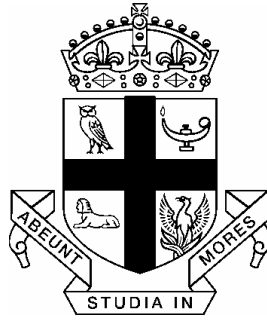
8. VACATION TIME

A four-day work week on the flex-hours schedule will be equivalent to a regular five-day work week for vacation purposes. On a daily basis, one day of summer four-day work week time is equivalent to one and one-quarter days of regular five-day week work time.

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COLLECTIVE AGREEMENT

BETWEEN

VICTORIA UNIVERSITY

- AND

UNITED STEELWORKERS

Term of Agreement: July 1, 2005 to June 30, 2008