

MEMORANDUM OF SETTLEMENT

BETWEEN

**The Governing Council of the University of Toronto
(hereinafter referred to as "the University")**

- and -

**United Steelworkers
On behalf of its Local 1998
(hereinafter referred to as "the Union")**

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The members of the parties' respective negotiating committees hereby agree to unanimously recommend to their principles for ratification a renewal collective agreement on the terms set out therein.
3. The parties herein agree that the term of the collective agreement shall be from July 1, 2008 to June 30, 2011.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on June 30, 2008, provided, however, that the following amendments are incorporated:
 - 1) All matters previously settled and agreed to by the parties prior to the date hereof.
 - 2) Employees who were paid at the minimum rate between September 1, 2008 and December 31, 2008, and who worked between 100 – 199 hours in that time performing specific duties in a specific work unit, and who remains in or returns to the same work unit doing the same duties in January, 2009, will receive a one-time payment of \$50 in lieu of retroactivity.

Employees who were paid at the minimum rate between September 1, 2008 and December 31, 2008, and who worked between 200 – 299 hours in that time performing specific duties in a specific work unit, and who remains in or returns to the same work unit doing the same duties in January, 2009, will receive a one-time payment of \$75 in lieu of retroactivity.

Employees who were paid at the minimum rate between September 1, 2008 and December 31, 2008, and who worked 300 hours or more in that time performing specific duties in a specific work unit, and who remains in or returns to the same

work unit doing the same duties in January, 2009, will receive a one-time payment of \$100 in lieu of retroactivity.

- 3) Only the following Letters from the collective agreement ending June 30, 2008 shall continue:

Letter of Intent: Wage Increases Where Rates for Casuals are Linked to Staff-Appointed Rates (as attached); Letter of Intent: Accommodation; Letter of Intent: Casual Bargaining Unit Data; Letter of Understanding: E-mail Addresses; Letter of Intent: Orientation for New Employees in Hart House, Division of University Advancement and the Faculty of Physical Education and Health – Pilot Project.

- 4) Attachments numbered 1-2004

All other proposals not expressly agreed upon are hereby withdrawn.

Only the items identified specifically in this Memorandum as having retroactive effect shall be retroactive.

All articles to be re-numbered where applicable.

For the University of Toronto

add

For the Union

Dec. 8/08.

December 8, 2008

NEW – CONVERSION TO STAFF-APPOINTED STATUS

2:02

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

(1) Persons who work in the same position with an appointment of forty (40) percent or more, or regularly work the equivalent or more in hours each week (i.e., fourteen and one-half (14.5) hours each week) in the same position for twenty-four (24) consecutive months will, at that time, become covered by the terms and conditions of the staff-appointed collective agreement.

(2) Persons who work in the same position with an appointment of sixty (60) percent or more, or regularly work the equivalent or more in hours each week (i.e., twenty-one and three quarters (21.75) hours each week) in the same position for eighteen (18) consecutive months will, at that time, become covered by the terms and conditions of the staff-appointed collective agreement.

(3) The following types of employees are not subject to Article 2:02 (1) and (2) above:

a. Employees who are full-time University of Toronto students registered in a degree programme.

(4) For the purposes of (1) and (2) above, authorized leaves of absence of less than twenty (20) working days, vacations, holidays, sessional layoffs of sessional employees or other University closings shall be deemed hours regularly worked.

(b) Seniority under the staff-appointed collective agreement for a non-staff appointed employee converted to staff-appointed status as per Article 2:02(a) will be calculated based on the date the employee commenced casual employment qualifying under Article 2:02 (i.e., normally after eighteen (18) or twenty-four (24) months prior to conversion).

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

2:03


(a) In the event a USW Local 1998 Casual bargaining unit position with regularly scheduled hours of work of at least fourteen and one-half (14½) hours or more per week exceeds twenty-four (24) consecutive months' duration, the position will become a staff-appointed position covered by the staff-appointed collective agreement and shall be posted in accordance with the terms of that

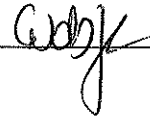
USW Local 1998, Casual Unit

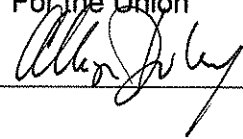
December 8, 2008

agreement, unless the incumbent qualifies for staff-appointed status as per Article 2:02(a)(1) and (2).

(agreed December 8, 2008)

For the University




For the Union


UofT & CUPE 3907

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December 8, 2008

Sexual Harassment

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

- (i) An employee who elects to file a grievance under the collective agreement shall, if he or she wishes, have access to the mediation process in the University's Sexual Harassment Policy prior to Step 1 of the grievance procedure and may be accompanied by a Union representative during the process, if he/she chooses. An employee may withdraw from the mediation process at any time and resume the grievance process. Where the person normally hearing the grievance is the alleged harasser, the grievance shall be automatically forwarded to the next step in the grievance procedure.
- (ii) Employees electing to proceed with a complaint under the University's Sexual Harassment Policy shall have the right to be accompanied by a Union representative at any stage of the process.


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.

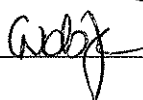
(iii) The time limit for filing a grievance alleging sexual harassment under this collective agreement shall be no longer than twelve (12) months after the occurrence of the matter which is the subject of the complaint/grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee's control prevented the employee from grieving within the time limit. The time limit for filing a complaint under the University's Sexual Harassment Policy alleging sexual harassment shall be as outlined in the Policy.

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


(agreed December 8, 2008)

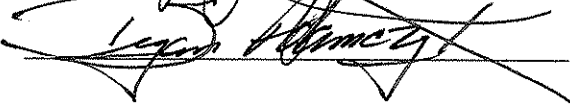
For the University





For the Union





UofT & USW, Local 1998 Casual Unit

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December 8, 2008

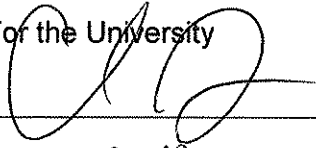
3:01

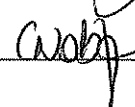
- a) The University and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities, and people who because of their race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada.
- b) **The University and the Union agree to uphold the Human Rights Code and will not under any circumstances permit employment practices and procedures in contravention of it.** The University and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, gender orientation, religious belief, colour, ethnic origin, mother tongue, marital status, family status, political affiliation or belief, citizenship, sexual orientation, disability as defined in the Ontario Human Rights Code, or age as defined in the Ontario Human Rights Code, or record of offences unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of the employment.

3:02 The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or a lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

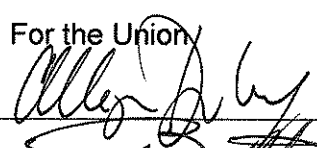
(agreed December 8, 2008)


For the University





For the Union





USW Local 1998, Casual Unit

December 8, 2008

NEW Article 3:07

Bullying and Personal Harassment

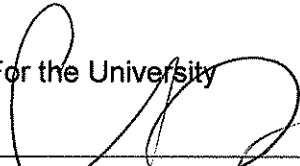
The University will provide an environment where members of the bargaining unit are not subjected to bullying and personal harassment. In assessing whether bullying and personal harassment may have occurred, the definitions and standards set out in the University's Civility Guidelines, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.


An employee may file a grievance alleging a course of conduct amounting to bullying and personal harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome. Such grievance will be filed at step 3 of the grievance procedure. If not resolved at Step 3, mediation or facilitation before an agreed-upon mediator or facilitator must occur before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

During any internal steps taken to resolve the situation, employees shall have the right to be accompanied by a Union representative.


(agreed December 8, 2008)


For the University





For the Union





UofT & USW Local 1998, Casual Unit

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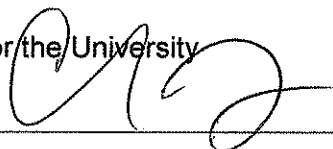
December 8, 2008

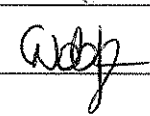
ARTICLE 4: MANAGEMENT RIGHTS

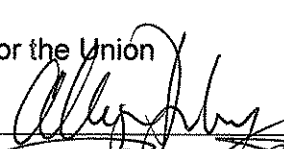
4:01 The management of the University and direction of employees are fixed exclusively with the University and shall remain solely with the University, except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, it is the exclusive function of the University to:

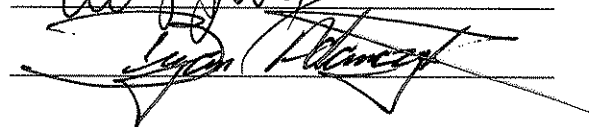
- (a) Maintain order, discipline, and efficiency.
- (b) Hire, assign, ~~retire at age sixty-five (65)~~, direct, promote, demote, classify, transfer, lay-off, recall, and suspend, discharge or otherwise discipline employees for just cause, subject to the right of an employee to grieve to the extent and manner provided herein if the provisions of the Agreement are violated in the exercise of these rights.
- (c) Determine the nature and kind of business conducted by the University, the kinds and locations of equipment used, materials used, the methods and techniques of work, the hours of work, work assignments, the schedules of work, the number of personnel to be employed, classifications and the qualifications for positions, duties and responsibilities of positions, and the extension, limitation, curtailment or cessation of operations.
- (d) Establish, enforce and alter from time to time reasonable rules and regulations to be observed by employees.

(agreed December 8, 2008)

For the University




For the Union




UofT & USW, Local 1998 Casual Unit

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December 8, 2008

ARTICLE 9: GRIEVANCE PROCEDURE

9:01 Informal Step

It is the mutual desire of the parties that complaints with respect to the application, interpretation, administration or alleged violation of this Agreement be addressed as quickly as possible and it is understood that an employee or group of employees shall first give the immediate supervisor an opportunity to adjust a complaint before any grievance may be filed. This informal step must be initiated within 15 working days after the employee became aware or ought reasonably to have become aware of the circumstances giving rise to the complaint. This step may also be satisfied by the Union raising the complaint with the immediate supervisor on behalf of the employee or group of employees, in which case the appropriate Human Resource Officer or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the appropriate Human Resource Officer. The parties will attempt to resolve the complaint within five (5) working days from the date it was brought to the attention of the immediate supervisor or the Human Resources Officer. Failing a satisfactory settlement within the five (5) ~~ten (10)~~ working days period, then within a further five (5) working days the, a complaint may be taken up as a grievance in the following manner:

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

Step One

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

Step Two

If the decision at Step One is not satisfactory, the written grievance may be advanced by notifying the local Human Resource person, who shall forward a copy to the Principal, Dean, Division Head, Director of Labour Relations or designate, or alternatively directly to Step Three within five (5) working days after receiving the Step One decision in writing. The Principal, Dean, Division Head, Director of Labour Relations or designate, shall, within seven (7) working days, meet with the Union Grievance Committee (not to exceed two (2) in number) in a further attempt to resolve the grievance. The Department Head or designate shall, within a further seven (7) working days, give his/her decision in writing to the Union.

UofT & USW, Local 1998 Casual Unit

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December 8, 2008

Step Three

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

9:02 At each step of the grievance process the University representative may have with him/her, at any grievance meeting, an equal number of University representatives to the number of Union representatives.

~~9:03 The University shall not be required to consider any grievance which is not submitted within fifteen (15) working days after the grievor became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.~~

9:04 If settlement of the grievance is not reached at Step Three, then the grievance may be referred in writing by either party to arbitration as provided in Article 11: Arbitration, at any time within twenty (20) working days after the decision is received under Step Three. If no written request for arbitration is received within this time period, the grievance shall be deemed to have been withdrawn and not eligible for arbitration.

9:05 When two or more employees with the same Department Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step One of the grievance procedure. When two or more employees with different Department heads but with the same Principal/Dean/Division Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step Two of the grievance procedure. In any other case where two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University at Step Three of the grievance procedure.

9:06 A grievance arising directly between the University and the Union (which could not be grieved by an individual employee) shall be initiated at Step Two. Any grievance by the University or the Union as provided herein shall be commenced within seven (7) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This

UofT & USW, Local 1998 Casual Unit

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December 8, 2008


clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.

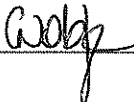
9:07 The time limits provided in this Article may be extended by mutual agreement between the parties in writing.

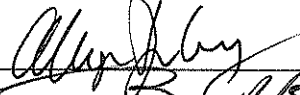
NEW Step One of the grievance procedure may be waived, by mutual agreement of the parties, in circumstances where the Department Head is directly involved in discussing the matter at the Informal Step. Further, any step of the grievance process may be waived by mutual agreement of the parties.


9:08 Where no response to the grievance is given within the time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.

(agreed December 8, 2008)

For the University




For the Union




UoFT & USW, Local 1998 Casual Unit

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USW Local 1998, Casual Unit

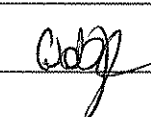
December 8, 2008

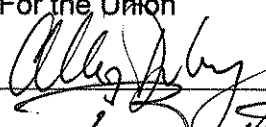
10:02: Discharge


Any notice of disciplinary action which is intended to form a part of an employee's employment record shall be given in writing with a copy to the Union. All such notices or records shall be permanently removed from the employee's file when ~~thirty-six~~ **twenty-four (24)** months have elapsed since the date of issue, provided there has been no recurrence of a similar infraction.

(agreed December 8, 2008)

For the University




For the Union




December 8, 2008

ARTICLE 11: ARBITRATION / MEDIATION


11:03 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, selected on a rotating basis from a panel of four (4) Arbitrators set out below or a Board of Arbitration as set out in Article 11:08 below:

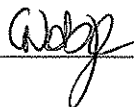
Rob Herman
Louisa Davie
Kevin Burkett
Martin Teplitsky

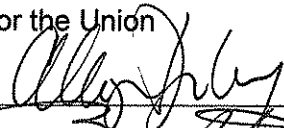
Beginning October 1, 2009, in the event that the next arbitrator in the rotation is not available within six (6) months of the date of referral to arbitration, the parties agree that the next arbitrator in the rotation will be contacted. In the event that none of the arbitrators on the panel are available within six (6) months, the parties will endeavour to agree on another arbitrator who is available within six (6) months of the date of referral to arbitration.


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

(agreed December 8, 2008)

For the University




For the Union




UofT & USW, Local 1998 Casual Unit

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University of Toronto proposals to USW, Local 1998 Casual Unit

December 8, 2008

Article 16: Health and Safety

16:04 The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work in accordance with the *Occupational Health & Safety Act 2004* where there is an immediate danger to their health and safety or health and safety of others.

Whistleblower Protection

16:07 The University is responsible for notifying the appropriate authorities in accordance with the appropriate federal, provincial, and municipal environmental legislation if there is a release of a hazardous substance to the air, earth or water system.

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


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

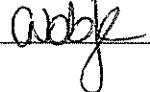
No employee shall be discharged, penalized or disciplined in the event of good faith reporting to the appropriate regulatory authority of a release of a hazardous substance.

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


(agreed December 8, 2008)


For the University





For the Union





UofT & USW, Local 1998 Casual Unit

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USW Local 1998, Casual Unit

November 24, 2008

ARTICLE 17: PUBLIC HOLIDAYS

17:01 Employees in the bargaining unit shall, if they qualify, be paid holiday pay based on the holidays listed in the *Employment Standards Act* in effect at the time of the holiday.

At the time of signing this agreement, the following holidays were considered "public holidays" under the *Employment Standards Act*:

New Years Day

Family Day

Good Friday

Victoria Day

Canada Day

Labour Day


Thanksgiving Day

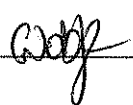
Christmas Day

Boxing Day

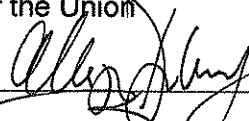
(agreed November 24, 2008)

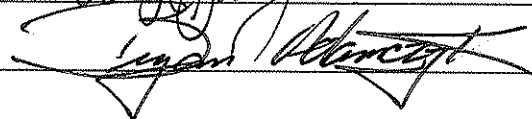
For the University





For the Union





UofT & USW Local 1998, Casual Unit

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December 8, 2008

ARTICLE 18: WAGES

18:01 ~~Effective April 1, 2006~~ January 1, 2009, bargaining unit employees will be paid no less than ten ~~eleven~~ (10-11) dollars and thirty (30) cents per hour or, where the employee is assigned by the University to perform a significant portion of the duties of a staff appointed position, the minimum rate on the salary grid for that position.

Effective July 1, 2009~~6~~, bargaining unit employees will be paid no less than ten ~~eleven~~ (11) dollars and sixty-~~five~~ one (~~65~~4) cents per hour or, where the employee is assigned by the University to perform a significant portion of the duties of a staff appointed position, the minimum rate on the salary grid for that position.

Effective July 1, 2010~~7~~, bargaining unit employees will be paid no less than ten ~~twelve~~ (12) dollars and ~~ninety-three~~ (93) cents per hour or, where the employee is assigned by the University to perform a significant portion of the duties of a staff appointed position, the minimum rate on the salary grid for that position.

(v) Nothing in this article shall create a retroactive entitlement for any member of the bargaining unit.

~~18:02 (i) Where an employee performed the same duties in the same work unit between January 1, 2006 and March 31, 2006, and where:~~
~~(a) that person remains in or returns to those same duties and work unit on or after April 1, 2006 but before July 1, 2006, and;~~
~~(b) that person earns or earned more than \$10 per hour but less than \$13.36 per hour in said duties and work unit;~~

~~the employee will receive a three (3) percent increase in their rate of pay for such hours worked on or after April 1, 2006.~~

~~(ii) Where an employee performed the same duties in the same work unit between April 1, 2006 and June 30, 2006, and where:~~
~~(a) that person remains in or returns to those same duties and work unit on or after July 1, 2006 but before October 1, 2006, and;~~
~~(b) that person earns or earned more than \$10.30 per hour but less than \$13.70 per hour in said duties and work unit;~~

~~the employee will receive a three (3) percent increase in their rate of pay for such hours worked on or after July 1, 2006.~~

~~(iii) Where an employee performed the same duties in the same work unit between April 1, 2007 and June 30, 2007, and where:~~
~~(a) that person remains in or returns to those same duties and work unit on or after July 1, 2007 but before October 1, 2007, and;~~
~~(b) that person earns or earned more than \$10.61 per hour but less than \$14.11 per hour in said duties and work unit;~~

UofT & USW, Local 1998 Casual Unit

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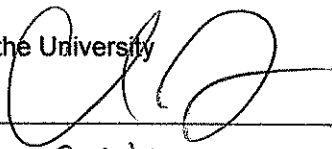
December 8, 2008

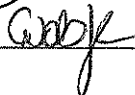
~~the employee will receive a three (3) percent increase in their rate of pay for such hours worked on or after July 1, 2007.~~

~~(iv) Where a department can demonstrate that an employee has already received at least a three (3) percent increase in the twelve (12) months preceding the increase specified in paragraphs (i), (ii), and (iii) above, that was not an increase required under those paragraphs, the employee will not be entitled to an additional increase.~~

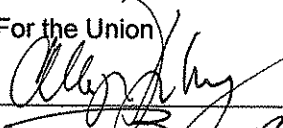
(agreed December 8, 2008)


For the University





For the Union





UofT & USW, Local 1998 Casual Unit

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University of Toronto proposals to USW, Local 1998 Casual Unit

December 8, 2008

LETTER OF INTENT: Wage Increases where Rates for Casuals are linked to Staff-Appointed Rates

~~March 17, 2006~~ **December 8, 2008**

Mr. ~~Omero Landi~~ **Bryan Adamczyk**
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Landi **Adamczyk**,

The University acknowledges that some Casual employees are paid at rates that are determined by the department in relation to the Staff-Appointed rate for positions with similar duties. The University also acknowledges that some of these Casual employees may not have received standardized increases in their rate of pay, corresponding to the ATB increase provided to the linked Staff-Appointed rate.

The University will advise departments that where Casual rates of pay are assigned in this manner, Casual employees should receive an increase in their rate of pay when the casual is employed by the University at the time of Staff-Appointed wage increases. This will be monitored over the life of this collective agreement.

This letter will not provide retroactive increases to anyone in the bargaining unit.

The University, where requested by the Union, will meet to discuss concerns that may arise regarding the application of ~~Article 18:02~~ or this Letter of Intent to a specific individual or individuals.


The University shall provide information reasonably requested by the Union related to specific individuals and whether the terms of ~~Article 18:02~~ or this Letter of Intent apply to said individuals.

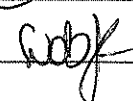
Yours truly,

Angela Hildyard **Christina Sass-Kortsak**
Assistant Vice-President, Human Resources & Equity

(agreed December 8, 2008)

For the University





For the Union





UofT & USW, Local 1998 Casual Unit

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December 8, 2008

LETTER OF INTENT: Use of Temporary Office Staffing Agencies

December 8, 2008

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

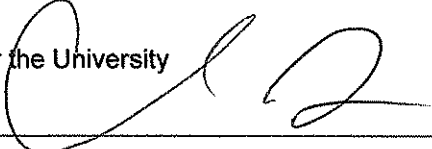
Dear Mr. Adamczyk,

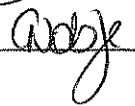
Where the University intends to utilize the services of a temporary office staffing agency, the University's in-house staffing service "UTemp" will be contacted first and only be utilized to provide the temporary staff. External agencies will be used only in situations where UTemp is not able to provide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

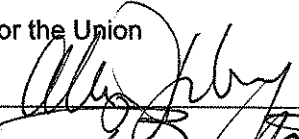
Yours truly,


Christina Sass- Kortsak
Assistant Vice-President, Human Resources

(agreed December 8, 2008)

For the University




For the Union




UofT & USW, Local 1998 Casual Unit

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December 8, 2008

NEW

LETTER OF INTENT: POSTING FOR UNIVERSITY OF TORONTO STUDENT CASUAL POSITIONS

All vacancies for positions in the Faculty of Physical Education and Health, Hart House, and the Division of University Advancement Call Centre which recur from academic session to academic session, and where the vacancies are normally filled by, or reserved for, full-time students of the University, will be posted through the University's Career Centre. This does not preclude the employing unit from using other resources to post the vacancy (or vacancies).

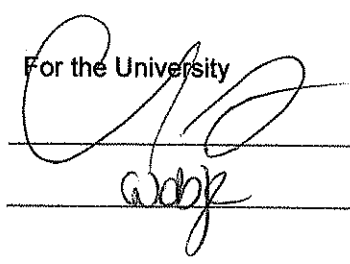
Disputes arising from the posting of a vacancy under this letter shall not be subject to the provisions of article 9 (grievance procedure).

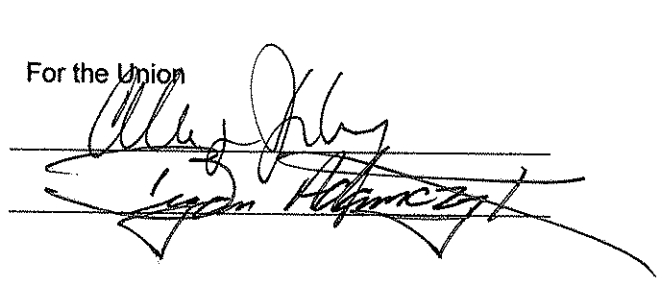
Additional areas may be proposed at the Staff-Appointed Labour Management Committee, and added to this letter upon mutual agreement of both parties.

Yours truly,

Christina Sass- Kortsak
Assistant Vice-President, Human Resources

(agreed December 8, 2008)

For the University


For the Union


UofT & USW, Local 1998 Casual Unit

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USW Local 1998, Casual Unit

December 8, 2008

NEW

LETTER OF INTENT: Definition of Casual Worker – Non-University of Toronto Students

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers, Local 1998
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

The University and the Union acknowledge that the items set out in this letter of intent do not apply to full-time students of the University of Toronto who are registered in a degree program.

The University and the Union agree in principle that the following types of employees are covered by the Staff-Appointed Collective Agreement, and should not be considered casual:

- 1. Employees with no predetermined end date who hold positions that are considered by the employing unit as part of the regular staff complement of the unit, or**
- 2. Employees hired on a term where the intent at the time of hiring is to have the term extend for at least six (6) months.**

Employees are likely to be considered casual when hired to work on an infrequent, irregular, or intermittent basis, or if they are hired to work regularly scheduled hours for a period of less than six (6) months.


The University will advise managers that where the initial intent is to hire casual staff on a term of less than six (6) months, and where the employing unit subsequently identifies that the work is likely to extend beyond six (6) months, the employing unit should consult with Human Resources to determine if the position should be posted to the Staff-Appointed Bargaining Unit.

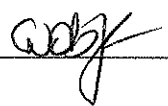
Yours truly,

Mary Ann McConkey
Director, Labour Relations


(agreed December 8, 2008)

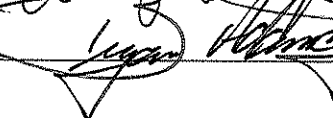
For the University





For the Union





UofT & CUPE 3907

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Changes are blacklined for easy reference. Article numbers to be renumbered accordingly.

USW Local 1998, Casual Unit

December 8, 2008

NEW
LETTER OF INTENT RE: BIOMETRICS

Bryan Adamczyk
Staff Representative
United Steelworkers, Local 1998
Toronto, Ontario
M5T 1N1

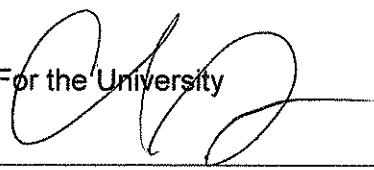
Dear Mr. Adamczyk,

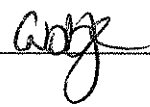
The University agrees that before introducing the use of biometrics for any bargaining unit members, the University will meet with the Union and discuss the rationale. This does not preclude the Union from filing a grievance.

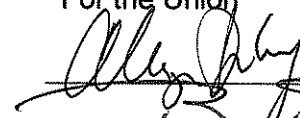
Yours truly,

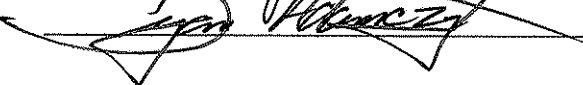
Christina Sass-Kortsak
Assistant Vice-President, Human Resources

(agreed December 8, 2008)

For the University




For the Union




December 8th, 2008

21

HUMAN RESOURCES GUIDELINE ON CIVIL CONDUCT

This Guideline sets out the expectations of the University, through its Vice-President, Human Resources and Equity, on behalf of the President, regarding the standard of civil conduct that it trusts that all employees will maintain in their dealings with each other. It is intended to guide Central and divisional Human Resources Offices throughout the University as they respond to situations where it is felt that the standard of civility has not been maintained, and also to assist them as they work with managers and others in communicating expectations. This Guideline may be adapted to give it more specific effect in light of the interests of particular employee groups and/or their representatives.

This Guideline describes what constitutes civil and uncivil conduct and sets out a general framework for staff members who are concerned that they have experienced such conduct.

The University wishes to maintain a collegial work environment in which all employees behave in a civil manner and treat each other with respect and civility regardless of position or status in the organization. The University will not condone uncivil conduct.

In many cases, the determination of whether conduct is civil or uncivil depends on the context. Context can include the activities occurring at the time of the conduct. In an environment as diverse as the University, we must also be mindful of cultural differences that influence behaviour and the interpretation of that behaviour. We must also appreciate that all members of the University community have a right to freedom of speech and expression, in accordance with the University's Policy on Freedom of Speech.

Civil conduct includes:

- Treating others with dignity, courtesy, respect, politeness and consideration
- Speaking in tones of voice that are appropriate for the circumstances
- Being respectful of the views of others and their right to express their views, even if you disagree
- Managing conflict with others in a respectful way rather than a confrontational way

Some examples of behaviour that will generally not be viewed as civil are set out below. Generally, these behaviours will only be in breach of this Guideline if they are part of a pattern of conduct, as opposed to isolated events.

- Shouting
- Profanity, abusive, aggressive or violent language directed at an individual or individuals
- Using props suggestive of violence
- Slamming doors

such matters as whether there is an issue that should be raised, how to raise it, with whom to raise it, and the range of resolutions that might be possible.

If the behaviour that you are concerned about relates to a ground of discrimination under the Ontario *Human Rights Code*, you should consult the Human Resources Guideline on Complaints Regarding Prohibited Discrimination and Discriminatory Harassment. If you require assistance in determining where your complaint falls, you may wish to speak with a human resources manager/director or one of the equity offices listed in that Guideline (also listed in appendix A to this Guideline).

The University makes the following commitments:

- Your concerns will be heard.
- You will be given assistance in determining whether or not your concerns can be processed under this Guideline or whether some other process is more appropriate.
- If your concerns do not fall under this Guideline, you will be given advice regarding how you might pursue those concerns.
- You will be given assistance in determining whether or not you wish to pursue a complaint.
- You will be told of other resources that might be of assistance to you in the circumstances.
- You will be told who will have primary responsibility for the complaint if you decide to go forward with it. You will be advised if at any stage responsibility for the complaint is transferred to another party.
- The person/office responsible for responding to your concerns will advise you whether your concern is of such a nature that an investigation into it will be undertaken.
- If an investigation is undertaken, you will be advised of the process that will apply to the investigation.
- If an investigation is not undertaken, you will have the opportunity to discuss other mechanisms through which your complaint/concerns could be raised/resolved.
- Any investigation will be conducted in a confidential manner, involving only those who need to know either to respond to the complaint or to process it.

Ultimately, the department/division will need to be involved in the implementation of any resolution. Accordingly, you need to be aware that a complaint can only proceed with the involvement of the department/division.

Informal Resolution

In many cases, matters of uncivil conduct will be resolved through discussions between the parties with the assistance of a manager.

Investigating the Complaint

If a decision is made by the University to investigate a complaint, the investigation may proceed through one of several different mechanisms, depending upon contextual factors such as the subject-matter of the complaint and the parties involved in the complaint.

There are a variety of reasons why a decision may be made not to investigate a complaint. For example, it might be decided that a complaint will not be investigated where, even if the facts alleged are true, they would not amount to uncivil conduct.

While efforts are made to provide appropriate protection of the confidentiality of information obtained during the investigation process, anonymity is not possible since in almost all cases the respondent will need to know who is making the allegations, and others will need to know certain basic information in order to process the complaint.

It should be understood that the word "investigation" does not necessarily involve a full-scale, complex inquiry. Often, informal inquiries and discussion, with the views of the parties being solicited and assessed, will be sufficient.

Resolution of Complaint:

Resolutions to complaints involving uncivil conduct vary greatly, depending on such factors as the subject-matter of the complaint, the part of the University community of which the Complainant and Respondent are members (e.g., student, staff, visitor, contractor), and the specific policies and contracts applicable in the circumstances (e.g., Student Code of Conduct, Code of Behaviour on Academic Matters, Sexual Harassment Policy, employment policies, collective agreements).

Generally speaking, if a complaint is found to be substantiated it will result in some remedial action involving the respondent.

Whether or not the complaint is upheld, the University may request or require that one or more of the parties participate in processes including the following: training, coaching, mediation, or facilitation.

If you are not satisfied with the resolution of your complaint

The available channels if you are not satisfied with the resolution of your complaint depend on the policies, contracts or other documents that govern your relationship with

Appendix "A"

Sexual harassment office (dealing with issues of sex and sexual orientation; see Policy and Procedures: Sexual Harassment).

Anti-Racism & Cultural Diversity Office (dealing with issues of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed).

Health and Well-being Programs and Services (dealing with employee disability issues).

AccessAbility Services (dealing with student disability issues).

Status of Women Office (dealing with issues of marital status, family status, sex, sexual orientation).

Lesbian, Gay, Bisexual, Transgendered, or Queer (LGBTQ) office (dealing with issue relating to individuals identifying as lesbian, gay, bisexual, transgendered, or queer)