



COLLECTIVE AGREEMENT

FOR THE "STAFF APPOINTED" BARGAINING UNIT

- BETWEEN -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

THE UNITED STEELWORKERS OF AMERICA



Term of Agreement: July 1, 2002 to June 30, 2005

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COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of October 31, 2002.

- between -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(hereinafter called "the University")

- and -

THE UNITED STEELWORKERS OF AMERICA
(hereinafter called "the Union")

ARTICLE 1: PURPOSE OF AGREEMENT

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

ARTICLE 2: RECOGNITION AND SCOPE

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

- (1) Persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations, attached as Appendix A hereto.
- (2) A. Academic staff including but not limited to:
 - (i) members of faculty at all professorial ranks;
 - (ii) academic administrators as defined on the date of application for certification in the 1995 "Policies for Academic Staff and Librarians" under the Policy on Appointment of Academic Administrators at code number 3.01.01;
 - (iii) librarians;
 - (iv) status only appointments;
 - (v) visiting academic appointments;
 - (vi) senior tutors;
 - (vii) tutors;
 - (viii) lecturers;
 - (ix) special lecturers;
 - (x) instructors;
 - (xi) scholars and fellows;
 - (xii) sessional appointments;
 - (xiii) persons hired to teach on stipend;
 - (xiv) clinicians.
- B. Research Associates.
- C. Athletic instructors and coaches.
- (3) Engineers, doctors, dentists, architects or lawyers entitled to practice in Ontario and who are employed in a professional capacity.
- (4) Persons who are non staff-appointed.

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

2:02

- (a) Notwithstanding the provisions of Article 2:01 (4) above, the following type of non-staff appointed employees covered by the USWA Local 1998 Casual collective agreement will, if they satisfy the criteria set out in (1) or (2) below, be deemed to be non-probationary staff appointed employees covered by the terms and conditions of this collective agreement. The parties agree that the following types of employees are a specific and closed group to which no other non-staff appointed employees could be added, other than by the express written agreement of the parties to amend this Article, and the parties do not intend that an arbitrator has the jurisdiction to expand the type of employees beyond that specifically set out below:
- (1) Persons who work in the same position with an appointment of forty (40) percent or more, or regularly work the equivalent or more in hours each week (i.e., fourteen and one-half (14.5) hours each week) in the same position for twenty-four (24) consecutive months will, at that time, become covered by the terms and conditions of this collective agreement.
 - (2) Persons who work in the same position with an appointment of sixty (60) percent or more, or regularly work the equivalent or more in hours each week (i.e., twenty-one and three quarters (21.75) hours each week) in the same position for eighteen (18) consecutive months will, at that time, become covered by the terms and conditions of this collective agreement.
 - (3) The following types of employees are not subject to Article 2:02 (1) and (2) above:
 - (a) Employees who are full-time University of Toronto students registered in a degree program.
 - (4) For the purposes of (1) and (2) above, authorized leaves of absence of less than twenty (20) working days, vacations, holidays, sessional layoffs of sessional employees or other University closings shall be deemed hours regularly worked.
 - (b) Seniority for a non-staff appointed employee converted to staff-appointed status as per Article 2:02(a) will be calculated based on the date the employee commenced casual employment qualifying under Article 2:02 (i.e., normally after eighteen (18) or twenty-four (24) months prior to conversion).

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

2:03

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

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

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

ARTICLE 3: RELATIONSHIP

No Discrimination

3:01

- (a) The University and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities, and people who because of their race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada.
- (b) 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 lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

Sexual Harassment

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

- (a) Unwanted sexual attention of a persistent or abusive nature, by a person who knows or ought reasonably to know that such attention is unwanted; or
- (b) A course of physical or verbal conduct, or other forms of communications occurring while a member is in the employ of the University or acting on behalf of the University, that is directed at one or more specific individual, that emphasizes the sex or sexual orientation of the individual or those individuals in a manner which the actor knows or ought reasonably to know creates for that individual or those individuals an intimidating, hostile, or offensive working environment and that exceeds the bounds of freedom of expression or academic freedom as they are understood in the University policies and accepted practices, including but not restricted to those explicitly adopted; or
- (c) Implied or expressed promise of reward for complying with a sexually oriented request; or
- (d) Implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.

3:04 An employee may elect to submit a grievance alleging sexual harassment under the collective agreement or to file a complaint under 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.
- (iii) 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 the immediate supervisor of the complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) months.

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

Racial Discrimination

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

Labour/Management Committee

- 3:06 The parties agree that there will be a joint labour/management committee consisting of four (4) representatives from the University and four (4) representatives selected by the Union, one (1) of which shall be the Local Union President. The Staff Representative of the Union may also attend such meetings. Meetings will be held on a monthly basis and each party shall submit to the other, fourteen (14) calendar days before a meeting, a written summary of the topics to be discussed at the upcoming meeting. All agenda items must be mutually agreed to prior to being placed on the agenda or discussed at this meeting. Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify or amend any part of the collective agreement. A representative of each party shall be designated Co-Chairperson, and the two (2) persons so designated shall alternate presiding over meetings.

General Harassment

- 3:07 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

Information - New Hires

- 3:08 On the date of hire, the University shall advise each new employee of the name of his/her Union Steward and the Local Union President/Chairperson and their phone number and campus mail address.
- 3:09 The University shall, on a monthly basis, provide the Union with a list of all new hires, along with their job classification, rate of pay, status (full/part-time) and campus mail address.

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.

ARTICLE 5: NO STRIKE OR LOCKOUT

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

ARTICLE 6: UNION SECURITY

- 6:01 The University agrees to deduct from the pay of each employee in the bargaining unit, on a per pay basis, such union dues, fees and assessment as prescribed by the Constitution of the Union.
- 6:02 The University shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, as directed by the Toronto Area Office, payable to the International Treasurer of the Union.
- 6:03 The monthly remittance shall be accompanied by a statement listing: (i) the name of each employee from whose pay deductions have been made and the total amount deducted for the month; and (ii) the names of the bargaining unit employees from whom no deductions have been made and the reasons why. The monthly remittance will also include the Union's "Summary of Union Dues" form.
- 6:04 The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of, or by reasons of, deductions made or payments made in accordance with this Article.
- 6:05 The University agrees to record total Union dues deductions paid by each employee on his/her T4 Income Tax Receipt.

ARTICLE 7: UNION REPRESENTATION

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

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

Arts & Science
Faculty of Medicine
Central Administrative Division
OISE/UT
Faculty of Dentistry
University of Toronto Libraries
University of Toronto at Mississauga
Professional Faculties South
Operations and Services
University of Toronto at Scarborough
Information Technologies
Professional Faculties North
Rotman School of Management

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

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

7:03 The Union shall notify the University, in writing, of the names of the Union Stewards and Chairpersons and the areas they are representing and will promptly notify the University, in writing, of any changes thereto.

7:04 The University agrees to recognize and deal with a Union Grievance Committee made up of a Chairperson and a Steward for a committee of two (2).

7:05 Union Stewards and Chairpersons have regular duties to perform on behalf of the University; therefore, they will not leave their duties for the purpose of handling grievances without obtaining the permission of his/her supervisor. Such permission shall not be unreasonably withheld.

7:06 The University agrees that Chairpersons, Stewards and members of the Grievance Committee shall not suffer any loss of regular straight-time pay for time necessarily spent in the handling of grievances.

7:07 The University will grant leave with pay to three (3) non-probationary employees, who have been elected or appointed by the Union in order that they may conduct business on behalf of the Local Union, one of which shall be the Local President.

The employee will return to 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 to 12:09.

7:08 The University will pay to the Union one thousand six hundred (1,600) dollars per month towards the rental of office space by the Union.

ARTICLE 8: NEGOTIATING COMMITTEE

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

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

ARTICLE 9: GRIEVANCE PROCEDURE

- 9:01 It is the mutual desire of the parties that complaints with respect to the application, interpretation, administration or alleged violation of this Agreement be addressed as quickly as possible and it is understood that an employee or group of employees shall first give the immediate supervisor an opportunity to adjust a complaint. Failing a satisfactory settlement, 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. The immediate supervisor shall meet with the employee's Union Steward within five (5) working days of the receipt of the grievance in an attempt to resolve the grievance. The immediate supervisor shall, within a further five (5) working days, answer the grievance and return it to the Union, along with the name of the local Human Resources person handling the matter.

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 Department Head (if there is one) or designate, or alternatively directly to Step Three, within five (5) working days after receiving the Step One decision in writing. The Department Head or designate shall, within five (5) 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 five (5) working days, give his/her decision in writing to the Union.

Step Three

If the decision at Step Two 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 or designate, within five (5) working days after receiving the Step Two decision in writing. The Principal/Dean/Division Head 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 Principal/Dean/Division Head or designate shall, within a further seven (7) working days, give his/her decision in writing to the Union.

Step Four

If the grievance remains unsettled at the conclusion of Step Three, the written grievance may be advanced by notifying the local Human Resources person who shall forward a copy to the Vice-President Human Resources or designate within five (5) working days after receiving the Step Three decision in writing. The Vice-President Human Resources 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 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 Four, 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 4 Four. 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 Two 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 Three 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 Four 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 Three. Any grievance by the University or the Union as provided herein shall be commenced within seven (7) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.
- 9:07 The time limits provided in this Article may be extended by mutual agreement between the parties in writing.
- 9:08 Where no response to the grievance is given within a the time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.
- 9:09 Individual grievances alleging a violation of Article 12:04 (Job Posting) shall be submitted in accordance with the grievance procedure to the department of the posted position.

ARTICLE 10: DISCHARGE AND DISCIPLINARY ACTION

- 10:01 A claim by an employee that he/she has been discharged or suspended without just cause shall be a proper subject for a grievance if a written statement of such grievance is lodged at Step Two of the grievance procedure within ten (10) working days after the employee receives notice of the discharge or suspension.
- 10:02 An employee who will be disciplined or discharged while at work request the presence of his/her Union Steward for a meeting in which such discipline or discharge will be issued. If the employee requests representation by a Union Steward, the supervisor will send for his/her

Union Steward without undue delay and without further discussion of the matter with the employee concerned. If requested, the Union shall send a Steward or other authorized Union representative immediately and without undue delay.

ARTICLE 11: ARBITRATION

- 11:01 When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request, in writing, addressed to the other Party to this Agreement.
- 11:02 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 11:07 below:
- Rob Herman
Louisa Davie
Kevin Burkett
Martin Teplitsky
- 11:03 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
- 11:04 The Arbitrator shall hear and determine the grievance as filed and his or her decision shall be final and binding on the parties hereto and the employees.
- 11:05 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.
- 11:06 The parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The parties will otherwise bear their own expense with respect to any arbitration proceedings.
- 11:07 The parties, by mutual agreement, may agree to establish a Board of Arbitration in respect of any grievance submitted for arbitration. In such a case the parties shall each appoint a nominee to the Board of Arbitration and the Chairperson of the Board of Arbitration will be one of the arbitrators set out in Article 11.02 above or such other Chairperson as the two nominees appointed by the parties otherwise agree. The provisions of Articles 11:03, 11:04 and 11:05 apply to a Board of Arbitration. Further, the parties will jointly bear the fees and expenses of the Chairperson on an equal basis. The parties will otherwise bear their own expenses with respect to the arbitration proceedings, including the fees and expenses of the nominee appointed by them.

ARTICLE 12: STAFFING RELATED ISSUES

- 12:01 The parties acknowledge the University's commitment to being an internationally significant research University with undergraduate, graduate and professional programs of excellent quality.

Seniority

12:02

- (a) Seniority shall be based on an employee's length of continuous service with the University from the date the employee was most recently hired by the University, calculated as follows:
- (i) For employees regularly scheduled to work thirty-six and one-quarter (36¼) hours per week or more on an annual basis, expressed in years, weeks, and days;

- (ii) For all other employees, time actually worked expressed as years, weeks and days, based on seven and one-quarter (7¼) hour days, thirty-six and one-quarter (36¼) hour weeks, and fifty-two (52) weeks per year.
- (b) For clarity, non-probationary staff-appointed University employees from outside the bargaining unit who become covered by the collective agreement will have their seniority calculated on the basis of the employee's length of continuous service with the University from the date the employee was most recently covered by this collective agreement. Non staff-appointed University employees from outside the bargaining unit (except those in Steelworkers bargaining units) who become covered by the collective agreement (except for those employees converted to staff-appointed under Article 2:02) will, after completing the probationary period, have their seniority calculated on the basis of the employee's length of continuous service with the University from the date the employee was most recently appointed under this collective agreement.
- (c) For the purposes of Article 12:02(a), vacations and any authorized leave of absence permitted under this agreement will be deemed time actually worked.
- (d) The University shall post a seniority list semi-annually. A copy of the seniority list will also be forwarded to the Union, including in an electronic format. Employees shall have forty-five (45) days to challenge the accuracy of their seniority from the date of posting, in which case that employee's seniority will be subject to adjustment if established to be inaccurate. After any such adjustments, the list shall be deemed final for all purposes.
- (e) The parties agree that the following provision of the collective agreement that expired June 30, 2002 shall continue in force until such time the Union's seniority grievance dated September 21, 2000 is resolved:

"Within sixty (60) days following ratification, the University shall post a draft seniority list. Employees shall have sixty (60) days to challenge the accuracy of their seniority from the date of the posting, in which case that employee's seniority will be subject to adjustment if established to be inaccurate. After any such adjustments, the list shall be deemed final for all purposes."

Probationary Period

- 12:03 An employee shall have no seniority and shall be considered as a probationary employee until he/she has completed six (6) months of active employment (i.e., days actually at work at the University in a staff-appointed position). For job classifications of 09N and above the probationary period is nine (9) months of active employment. During the probationary period an employee may be terminated at any time at the sole discretion of the University. The parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge or substitute or provide any other remedy in the case of the discharge of a probationary employee, unless the discharge was discriminatory or made in bad faith.

Posting

12:04

- (a) Where the University decides to fill a vacancy in the bargaining unit it will post a notice in this regard, including a posting on a web site. The notice will include the qualifications, classification, salary range, department and person to whom an application should be submitted. The notice will specify that the posting is restricted to employees in the bargaining unit. Notices will remain posted for a minimum of six working days. Employees applicants must submit a written application, including an up-to-date resume, within the period indicated on the posting. Human Resources will receive and review all job applications for job postings prior to forwarding them to the hiring Department. Qualified internal applicants will be interviewed first. However, after completing any internal interviews the hiring Department

retains the discretion to post externally and consider external applicants in the selection process, along with internal employee applicants who have already received interviews, in order to determine who is the most qualified candidate.

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

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

- (b) When requested to do so, the University will meet with an employee who was not selected for the position with a view to discussing how the employee might prepare for future job postings.
- (c) An employee selected by the University for a posted vacancy who feels dissatisfied with the job may, within one month of starting in the job, decide to return to the job the employee left to accept the position. The University may, within one month of an employee starting the job, return an employee to the job the employee left to accept the position if the employee shows an inability to perform the duties of the job. Thereafter, the posted vacancy shall be the employee's new position.

Organizational Change - Elimination of Positions or Involuntary Reduction in Appointment

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

- (a) A minimum of one (1) month's notice will be given to all affected employees in the Department, prior to the implementation of the organizational change. A copy of such notice shall be provided to the Union.
- (b) The Department Head or designate will explain to affected employees the reasons for and nature of the organizational change.
- (c) Where a position(s) to be eliminated or involuntarily reduced in the Department is one of a number of similar positions in a multi-incumbent job classification performing similar duties in the Department, the employee(s) in the position with the least seniority will be laid off.
- (d) Where one or more employees is facing layoff and a new position(s) is established as a result of organizational change, before being posted under Article 12:04 the new position(s) will first be available to employees in the Department who apply for the new position(s). From among such applicants the University will select the qualified applicant, if any, who is the most qualified applicant for the position taking into account factors such as qualifications, skill, ability and previous relevant experience. Where these factors are equal as between two or more such applicants, the applicant with more seniority will be selected.
- (e) Affected employees shall be entitled to utilize the services of the University's career transition services for up to three (3) months. The services available include career counselling, computer skills, training support, resume preparation and external job search support.

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

Layoff

12:06 (a) Temporary Lay-off

In the case of a temporary layoff (i.e., up to thirteen weeks (13) weeks' duration), employees will receive a minimum of one (1) week's notice in advance of the date of lay off or pay in lieu thereof, or a combination of both.

(b) Indefinite Lay-off

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

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

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

- (a) Cease employment with the University and elect enhanced severance pay effective the date of lay-off as per the severance pay schedule attached as Schedule "J" hereto.
- (b) Enter and remain in a "re-deployment pool" for employees with ten (10) years or more of continuous service for up to twenty-four (24) months from the date of lay off, and for other employees for up to eighteen (18) months from the date of lay off. Employees in the re-deployment pool may apply for job vacancies as per Article 12:04, provided the position is at the same or a lower job classification than the employee's pre-lay off position (i.e., employees cannot obtain a promotion to a higher classification from the "re-deployment pool"). Human Resources will receive and review all applications and will forward qualified pool applicants to the hiring Department for first consideration. Applications from other applicants will only be forwarded to the hiring Department once it is established that there are no other qualified pool applicants. From among such pool applicants the University will select the qualified candidate, if any, with the most seniority, taking into account factors such as qualifications, skill, ability, previous relevant experience, and provided that, with a one (1) month familiarization period, the employee can perform the duties of the job. Where these factors are equal as between two candidates, preference will be given to the candidate with more seniority. The University agrees to provide to the Union the names of any successful applicants from the redeployment pool, no later than ten (10) working days after the position has been filled.

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

Pension Plan
Group Life and Survivor Income Plan
Dental Care Plan
Extended Health Care Plan
Semi-Private Hospital Accommodation Plan
Joint Membership Plan
Vision Care Plan
Fee Waiver for Dependents

No other benefits continue for employees in the re-deployment pool.

If an employee is not re-deployed within twenty-four (24) months from the date of lay off for employees with ten (10) years or more of continuous service or within eighteen (18) months from the date of lay off for other employees, the employee will cease employment with the University and will receive regular severance pay in accordance with the severance pay schedule set out as Schedule "J" attached hereto.

- (c) Employees may opt out of the "re-deployment pool" and cease employment with the University at any time during the re-deployment period and receive regular severance pay in accordance with the severance pay schedule set out as Schedule "J" attached hereto.
- (d) Employees on temporary layoff (thirteen (13) weeks or less) may continue coverage for one or more of the benefits set out below (to the extent that the employee was enrolled in these benefits prior to the date of lay off) for the period of the lay off if the employee prepays, in advance, the employee share of the premium or contribution cost of the benefits. The University will continue to pay the employer share of the premium cost of the benefits.

Employees who cease employment with the University and elect severance pay effective the date of lay off as per Article 12.08(a) may continue coverage for one or more of the benefits set out below (to the extent that the employee was enrolled in these benefits prior to the date of lay off), but excluding the Pension Plan, for a period of up to three (3) months from the date the lay off takes effect if the employee prepays monthly, in advance, the full premium cost (i.e., both the employee and employer cost) of the benefits.

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

No other benefits continue during an indefinite layoff.

12:09 Employees who are laid off and who elect to cease employment, as well as those who elect to be placed in the re-deployment pool, shall be entitled to utilize the services of the University's career transition services for up to three months following lay off. The services available include career counselling, computer skills, training support, resume preparation and external job search support.

12:10 An employee shall be deemed terminated and shall lose his/her seniority standing and his/her name shall be removed from the seniority list for any one of the following reasons: if the employee:

- (a) Quits;

- (b) Is laid off for a period of more than twenty-four (24) months for employees with ten (10) or more years of continuous service or for a period of more than eighteen (18) months for other employees;
- (c) Is absent from work for three (3) consecutive working days without notifying the University within that period, unless the failure to notify is due to circumstances beyond the employee's control;
- (d) Fails to return to work upon the cessation of an authorized leave of absence, unless the failure to return to work is due to circumstances beyond the employee's control;
- (e) Is in the re-deployment pool and declines a position offered in accordance with Article 12:08(b), following an application for the position;
- (f) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

12:11 The University will provide the Union on a monthly basis with a compatible electronic list of employees' names, job classification, current rate of pay and latest campus mail address.

On a quarterly basis the University will also provide a list of new hires, quits and lay offs.

12:12 The provisions of Articles 12:05 to 12:09 do not apply to term employees or sessional lay offs of sessional employees unless the term appointment or sessional appointment is terminated prior to the original term or sessional end date as stated in the employee's letter of offer (i.e., due to organizational change).

12:13 No employee who has successfully completed his or her probationary period shall be laid off as a direct result of contracting out.

ARTICLE 13: LEAVES OF ABSENCE

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

Seniority, pensionable service and benefits will continue during all paid leaves of absence granted under the provisions of this collective agreement.

Leave of Absence Without Pay

13:02

(a) The University may grant a leave of absence without pay and without loss of seniority for up to one (1) year if an employee requests it at least four (4) weeks in advance, in writing, and if the leave is for good reason and does not unduly interfere with operations. Such a leave of absence may be extended for up to ninety (90) additional calendar days if there is a good reason for the extension and the University and the Union agree. Any request for an extension of a leave must be made, in writing, prior to the expiration of the initial leave.

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

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

be paid in advance in accordance with the rules established by the Human Resources Department.

Union Convention or Conference Leave

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

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

Union Leave

13:05 Provided the leave will not unduly interfere with operations, the University will grant a leave of absence without pay for up to one (1) year for an employee to assume an official position with the International Union or within the Local Union. A request for such leave will be made in writing by the Union as far in advance as possible, but in any event at least three (3) months prior to the commencement of the requested leave. This leave shall be limited to not more than seven (7) employees from the bargaining unit at any time. For leaves to assume an official position within the Local Union, the University will grant year to year extensions with at least three (3) months' written notice prior to the end of the year.

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

The employee will return to 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 to 12:09.

Pregnancy Leave

13:06

- (a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the University prior to the probable date of delivery, and who presents to the Department or Division Head a doctor's certificate or certificate from a midwife stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.
- (b) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of salary 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 (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits.
- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to the University. If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been

born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the employee will be entitled to utilize sick leave in accordance with Article 27 until the actual birth of the baby, the expected date of delivery or the date she intended to start her pregnancy leave as stated in her written notice, whichever comes first. An employee must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.

- (d) If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give the University four (4) weeks' written notice of the date on which she intends to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the University four (4) weeks' written notice before the date the leave was to end.
- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during the period of an employee's pregnancy leave.

Primary Caregiver Leave

13:07

- (a) Primary Caregiver Leave is available to a parent, other than a biological mother, who has the primary responsibility for the care of a child during the eighteen (18) weeks immediately following: (i) the birth of a child or; (ii) the coming of a child into the custody, care and control of a parent for the first time. Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and is available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.
- (b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g. for a father or same-sex parent, because the mother is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).
- (c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.
- (d) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next ten (10) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.
- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation.

Parental Leave

13:08

- (a) An employee who is a parent of a child and who has been employed with the University for thirteen (13) weeks is entitled to an eighteen (18) week unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care, and control for the first time. Both parents will be eligible to take a parental leave as follows:
- up to thirty-five (35) weeks of parental leave for birth mothers;
 - up to thirty-seven (37) weeks of parental leave for all other new parents, such as birth fathers, adoptive parents and same-sex partners.
- (b) For employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother. For other parents, parental leave must commence within fifty-two (52) weeks after the birth or after the child first comes into the custody, care, and control of a parent. This provision is not available to employees who have taken Primary Caregiver leave.
- (c) An employee who is entitled to a parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If he/she does not specify when the leave will end, it will be assumed that he/she wishes to take the maximum leave.
- An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.
- (d) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of his/her intent to take the parental leave.
- (e) If an employee on parental leave wishes to change the date of his/her return to work to an earlier date, he/she must give the University four (4) weeks' written notice of the date on which he/she intends to return.
- (f) If an employee wishes to change the date of return to work to a later date (of not later than the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- (g) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

Paternity Leave

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

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

Political Leave

13:10 Employees running for election shall be entitled to a leave of absence with pay upon the following basis:

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

- (b) For election to the Legislature of Ontario - one (1) month.
- (c) For election to a municipal council or Board of Education - five (5) working days.
- (d) For election to Mayor or Chairman of City/Town/Regional Council - ten (10) working days.

Such leave need not be taken on consecutive days.

Family/Floating Leave

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

- 13:11 An employee may request in advance up to two (2) days or up to four (4) half-days of paid family leave in any year. Such requests shall not be unreasonably denied. Wherever possible, staff members 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, or stepping-in when the regular caregiver is away.
- 13:12 An employee may request in advance up to two (2) days or up to four (4) half-days of paid floating leave in any year. Such requests shall not be unreasonably denied. Whenever possible, staff members shall make their need for floating leave known to their supervisor at least five (5) days in advance. Reasons for requiring these floating days include, but are not limited to, the observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave or family leave, writing examinations, and attending to emergency situations.
- 13:13 In arranging these leaves, both the best interests of the University as well as the interests of the employee shall be considered. It is anticipated that the employee will schedule leaves, where possible, so as to minimize the disruption to the operations of the employing department.

Health Care Appointments

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

ARTICLE 14: BEREAVEMENT LEAVE

- 14:01 The University will grant up to three (3) days of paid leave in the event of the death of an employee's spouse or same-sex partner, children (including step-children), grandchildren, parents, parents-in-law, sibling (including step-brother, step-sister), brother-in-law, sister-in-law, and grandparents, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend). An employee may use family/floating leave days, if available, to supplement the paid leave for up to two (2) additional days. Where an individual has exhausted his or her family/floating days, the leave may be extended to provide for up to an additional two (2) days' paid leave.

ARTICLE 15: UNION REPRESENTATIVE

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

ARTICLE 16: BULLETIN BOARDS

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

ARTICLE 17: STANDBY AND CALL-IN-PAY

Standby Pay

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

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

Call-in Pay

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

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

ARTICLE 18: PAYMENT FOR INJURED EMPLOYEES

18:01 In the event an employee is injured in the performance of his or her duties such that the employee is required to stop work and receive medical treatment the employee will receive his or her regular pay for that work day. If the injury is such that transportation to a hospital is required, the University will provide, or arrange for, suitable transportation in this regard.

ARTICLE 19: JURY AND WITNESS DUTY

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

ARTICLE 20: HEALTH AND SAFETY

20:01 The Union shall elect or appoint at least one (1) bargaining unit employee as a worker member to all buildings where bargaining unit members are employed and that have a joint health and safety committee (which committees have the responsibilities of Joint Health and Safety Committees under the *Occupational Health and Safety Act*), or such further department or building joint health and safety committees if established in the future.

20:02 The number of members appointed by the University to the above-noted Joint Health and Safety Committees shall not exceed the number of worker members on the committees.

20:03 A worker member appointed or elected by the Union to each of the above-noted Joint Health and Safety Committees may become a certified worker representative on the Committee if requested by the Union. The University agrees to pay the costs for the core certification program provided by the Occupational Health and Safety Workers' Centre.

20:04 The University and the Union will also establish a Central Health and Safety Committee made up of six (6) members, three (3) appointed by the Union and three (3) appointed by the University. Each party shall select from among its three (3) representatives a co-chair for the central committee. The role of the Central committee will be to monitor, assist and provide direction to the Joint Health and Safety Committees.

20:05 The Central Committee shall receive copies of all reports, investigations and correspondence from all the committees.

20:06 Bargaining unit employees on both the Health and Safety Committees and Central Committee will suffer no loss of regular straight time pay for time required to carry out their responsibilities. Bargaining unit employees on the Health and Safety Committees and Central Committee shall provide as much notice as possible to their supervisors in the event their responsibilities will require them to be away from their regular work.

20:07

(a) Employees will wear, and the University will supply, protective clothing and other devices which the University requires employees to use to protect employees from injuries arising from their employment.

(b) The University agrees to contribute up to one hundred and fifty (150) dollars per employee per year towards the purchase of safety shoes or boots for employees who are required to wear them in the performance of their duties. Safety shoes and boots must be Canadian Standards Association approved, and be in serviceable condition as determined by the employee's supervisor.

(c) The University agrees to contribute up to two hundred and fifty (250) dollars per employee once every two (2) years who requires prescription safety glasses for the performance of

his/her duties and where, in the opinion of the University, protective face shields are not appropriate, towards the cost of prescription safety glasses (lenses and frames).

ARTICLE 21: HOLIDAYS

21:01 The University will observe the following holidays:

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

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

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

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

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

21:05 Presidential Day(s) as designated by the University will be a day off with pay equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday. The eligibility provisions of Article 21.02 apply to Presidential Days. Any authorized work performed by an employee on a Presidential Day shall be paid at the employee's regular straight-time rate, and the employee will receive another day off with regular straight-time pay on a day mutually agreeable to the employee and the employee's supervisor.

21:06 The University shall designate the day of observance of the paid holidays set out in Article 21:01 above. Notice will be sent to the Union by the University within a reasonable time period prior to the date of observance of the paid holiday(s). Where a paid holiday falls on a Saturday or a Sunday, the University shall designate a weekday as the day of observance for that holiday. The days of observance for the Christmas/New Year's holidays set out in Article 21:01 will be as set out in Schedule "K" attached hereto and forming part of this collective agreement, for the period specified in Schedule "K".

ARTICLE 22: VACATION WITH PAY

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

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

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

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

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

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

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

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

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

twenty (20) vacation days or ten (10) vacation days with written approval for a total of twenty-five (25). Any other accumulated vacation days not carried forward to the next vacation year shall be paid out prior to the last pay period of each year."

- 22:06 While on vacation an employee will receive regular straight time pay.
- 22:07 If a Holiday under Article 21:01, or a Presidential Day, falls during an employee's vacation period, the employee will not be required to use any vacation credit to cover the holiday.
- 22:08 Employees who work on a sessional basis and who do not take vacation time but rather earn vacation pay on the basis set out below, and whose vacation pay accumulated in each pay period during the session shall be paid out any accumulated vacation pay at the pay period immediately preceding the employee's sessional layoff or any earlier pay period upon two pay periods' written notice.

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

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

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

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

ARTICLE 23: WAGES

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

Temporary Transfers

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

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

ARTICLE 24: HOURS OF WORK AND OVERTIME

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

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

The University will provide a minimum of one (1) month's notice of an impending change of an employee's regular hours of work (e.g., a change in starting time, etc.).

24:03 Where an hourly rate needs to be calculated (e.g. overtime pay), it will be calculated by dividing the employee's annual salary by 1,863.

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

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

24:05 Provided it does not, in the opinion of the Division or Department head, adversely affect operational efficiency or service effectiveness, Division or Department heads will consider requests by employees for flexibility with respect to the employees' regular hours of work.

Overtime

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

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

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

Banking Hours For Time In Lieu Of Overtime Pay

24:08 (a) The University will maintain an "overtime bank" for each employee consisting of a record of periods of authorized overtime worked which an employee may take as lieu time off, which overtime bank may not at any time exceed two hundred (200) hours in total. Overtime will be credited as it is earned (e.g., at time and one-half the actual hours worked). By mutual agreement between the employee and the immediate supervisor, banked hours may be carried forward from year to year. It is agreed that for the purposes of this article a year shall be "calendar year."

- (b) Authorized overtime worked by an employee will be credited to his/her overtime bank (if there is sufficient room in the employee's overtime bank), unless the employee and the immediate supervisor mutually agree that the overtime be paid on the employee's next regular pay cheque.
- (c) Lieu time off in an employee's overtime bank will be taken at times mutually agreed to by the employee and the immediate supervisor.
- (d) Upon cessation of employment, any overtime in an employee's overtime bank will be paid out on the employee's final pay cheque.

Meal Allowance

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

No Pyramiding

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

Part-Time Status for Family Care

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

ARTICLE 25: GENERAL

- 25:01 Wherever the feminine gender is used throughout the Articles within this Agreement, it is agreed that the male gender is an acceptable substitute whenever and wherever the male gender is applicable.
- 25:02 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plurality is applicable.
- 25:03 Printing and distribution of this Agreement will be the University's responsibility. The University will supply a copy of the Agreement to all employees covered by the Agreement. The Employer will also supply the Union with four hundred (400) copies of the Agreement.
- 25:04 Employees must provide written confirmation to the University of their mailing address and telephone number and must notify the University in writing of any change in the employee's mailing address or telephone number. The University shall be entitled to rely upon the last address and telephone number furnished by the employee for all purposes.
- 25:05 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Human Resources or his or her designate, University of Toronto, 215 Huron Street, 8th floor, Toronto, Ontario M5S 1A2, and the Area Coordinator

(Toronto) or his or her designate, United Steelworkers of America, 25 Cecil Street, Toronto, Ontario, M5T 1N1.

ARTICLE 26: PENSION AND BENEFITS

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

ARTICLE 27: SICK LEAVE

27:01 Sick leave is defined as absence because of an employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable. The purpose of sick leave is to provide against loss of earnings for employees who are prevented by sickness or accident from performing their duties.

27:02 Upon completion of their probationary period, employees are eligible for sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury.

27:03 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work.

27:04 An employee may, with prior warning, be required by the University to provide a doctor's certificate certifying that the employee is unable to carry out his/her normal duties due to illness.

27:05 An employee who is hospitalized or confined by order of a doctor during his/her vacation period will be allowed to draw sick leave with pay for the period of time for which he/she is hospitalized or confined providing that the employee furnishes proof of such hospitalization or confinement to his/her supervisor. The employee will be allowed to reschedule that portion of vacation during which he/she was hospitalized or confined at a later date mutually agreeable to the employee and the employee's supervisor.

ARTICLE 28: HUMANITY CHARITABLE FUND

28:01 The University agrees to deduct the amount of one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked and prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to the United Steelworkers 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.

28:02 Employees may opt out of the Humanity Fund by providing written notice of their desire to do so to the Union, who shall advise the University of the request.

28:03 The Union shall provide the charitable receipt to employees.

ARTICLE 29: PART-TIME EMPLOYEES

29:01 Staff appointed employees who are regularly scheduled to work less than thirty-six and one-quarter (36¼) hours per week will be considered part-time employees for the purposes of this Article.

29:02 The provisions of this collective agreement apply to part-time employees subject to the modifications set out below:

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

ARTICLE 30: THREE DAYS OFF WITH PAY

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

Employees required to work by the University on one 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 (3) days in a given twelve (12) month period. Notice will be sent to the Union by the University within a reasonable time period prior to the designated dates of these days.

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

ARTICLE 31: UNIFORMS

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

ARTICLE 32: PERSONNEL FILE

32:01 An employee may review his or her personnel file, provided that two (2) working days prior notice is given to the appropriate local Human Resources Office.

ARTICLE 33: TERMINATION

33:01 This Agreement shall be effective from July 1, 2002 and shall continue in effect up to and including the 30th day of June, 2005, and shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing within a period of ninety (90) calendar days immediately prior to the expiration date that it desires to amend the Agreement.

33:02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 33:01, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on October 31, 2002.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Vice-President, Human Resources

Secretary of Governing Council

AND

UNITED STEELWORKERS OF AMERICA

Area Co-ordinator

Mary Howes

Marjorie Bhola-Swami

Janet Blakely

Marcella Bollers

Robert Chernecky

Allison DuBarry

Ken Fraser

Joanne Hunter

Marion Morgan

Carrie Robinson

Ana Maria Sapp

Ron Wener

SCHEDULE A: Salary

Effective July 1, 2002 a three (3) percent ATB increase to all salary scales.

Effective July 1, 2003, a three (3) percent ATB increase to all salary scales.

Effective July 1, 2004, three (3) percent ATB increase to all salary scales.

Notes to Salary Schedule

- (1) Employees shall move up a minimum of one step on the grid every twelve (12) months of their employment in the job classification to maximum of the highest step on the grid for the classification.

Any employee currently making above the highest step on the grid shall continue to be red circled until such time that the grid for the classification meets or exceeds the employee's salary. Until such time the employee will receive a lump sum payment equal to the negotiated ATB.

The University shall pay a lump sum as follows:

- (a) to each employee who is at Step 10 and above the pay scale, who is actively employed on July 1, 2002 and on the date of ratification of the collective agreement two hundred (200) dollars, payable in the first regular pay after ratification; and,
 - (b) to each employee who is at Step 10 and above the pay scale, who is actively employed on July 1, 2002 and on the date of ratification of the collective agreement two hundred (200) dollars, payable in the first regular pay after July 1, 2003.
- (2) An employee whose salary immediately prior to March 1, 2000 is above the highest step on the grid for the classification will, so long as the employee is in that classification or another classification where the employees' salary is above the highest step on the grid for that classification, have his or her salary red-circled until the salary on the grid for the classification meets or exceeds the employee's salary. The parties agree to discuss and review, if necessary, any anomalies that do not result from "errors", previous red-circling or the like.
 - (3) Where an employee is appointed to a classification in a higher salary grade, the employee's salary will be increased to the next higher salary step, whereby such step shall be at least equal to or greater than three (3) percent of the employee's current salary. Where an employee is appointed to a classification in a lower salary grade, the employee's salary will be decreased to the salary step in the lower salary grade closest to, but less than, the employee's salary in the higher grade. For clarity, the hiring rate of a salary grade is considered a step on the grid.
 - (4) Newly hired or appointed employees will be paid no less than the starting rate for the salary grade of the classification, but the University, can in its sole discretion, place newly hired or promoted employees at any step on the grid above the starting rate (subject to the minimum grid placement for promoted employees as per paragraph 3 above).
 - (5) The University can, in its sole discretion, move employees through the grid at an accelerated rate.
 - (6) For the purposes of retention, recruitment, skills shortage, or to recognize an employee's extraordinary effort and/or contribution, the University may, in its sole discretion, make lump sum payments to employees in addition to an employee's base salary. Any such payments will not form part of and will not increase the base salary of those employees who receive them and will not form part of an employee's compensation or remuneration for any purposes under the collective agreement, benefit, or pension plans.

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

SCHEDULE A: Salary (July 1, 2002) (continued)

Classification	Pay Scale Group (Salary Grade)		Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Audio-Visual Technician 1	04N	A	26,504	27,681	28,860	30,037	30,921	31,803	32,687	32,981	33,276	33,572	33,865
Cartographer 1		M	2,208.67	2,306.75	2,405.00	2,503.08	2,576.75	2,650.25	2,723.92	2,748.42	2,773.00	2,797.67	2,822.08
Clerk 2													
Clerk Typist 2													
Computer Operator 1													
Craftsperson 1													
Draftsperson 1													
Keypunch Operator 2													
Laboratory Assistant 1													
Offset Press Operator 1													
Telephone Operator 1													
Clerk 1	03N	A	24,535	25,624	26,716	27,806	28,624	29,440	30,259	30,531	30,805	31,077	31,349
Dental Technician 1		M	2,044.58	2,135.33	2,226.33	2,317.17	2,385.33	2,453.33	2,521.58	2,544.25	2,567.08	2,589.75	2,612.42
Graphic Artist 1													
Library Technician 2													
Photographer 1													
Clerk Typist 1	02N	A	22,782	23,793	24,805	25,818	26,577	27,336	28,096	28,350	28,601	28,856	29,110
Copy Machine Operator 1		M	1,898.50	1,982.75	2,067.08	2,151.50	2,214.75	2,278.00	2,341.33	2,362.50	2,383.42	2,404.67	2,425.83

SCHEDULE A: Salary (July 1, 2003) (continued)

Classification	Pay Scale Group (Salary Grade)		Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Audio-Visual Technician 1	04N	A	27,299	28,511	29,726	30,938	31,849	32,757	33,668	33,970	34,274	34,579	34,881
Cartographer 1		M	2,274.92	2,375.92	2,477.17	2,578.17	2,654.08	2,729.75	2,805.67	2,830.83	2,856.17	2,881.58	2,907.75
Clerk 2													
Clerk Typist 2													
Computer Operator 1													
Craftsperson 1													
Draftsperson 1													
Keypunch Operator 2													
Laboratory Assistant 1													
Offset Press Operator 1													
Telephone Operator 1													
Clerk 1	03N	A	25,271	26,393	27,517	28,640	29,483	30,323	31,167	31,447	31,729	32,009	32,289
Dental Technician 1		M	2,105.92	2,199.42	2,293.08	2,386.67	2,456.92	2,526.92	2,597.25	2,620.58	2,644.08	2,667.42	2,690.75
Graphic Artist 1													
Library Technician 2													
Photographer 1													
Clerk Typist 1	02N	A	23,465	24,507	25,549	26,593	27,374	28,156	28,939	29,201	29,459	29,722	29,983
Copy Machine Operator 1		M	1,955.42	2,042.25	2,129.08	2,216.08	2,281.17	2,346.33	2,411.58	2,433.42	2,454.92	2,476.83	2,498.58

SCHEDULE A: Salary (July 1, 2004)

Classification	Pay Scale Group (Salary Grade)		Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	02S	A	79,929	83,295	86,661	90,027	92,550	95,072	97,600	98,440	99,280	100,122	100,963
		M	6,660.75	6,941.25	7,221.75	7,502.25	7,712.50	7,922.67	8,133.33	8,203.33	8,273.33	8,343.50	8,413.58
	01S	A	74,029	77,148	80,266	83,383	85,722	88,059	90,396	91,176	91,955	92,734	93,513
		M	6,169.08	6,429.00	6,688.83	6,948.58	7,143.50	7,338.25	7,533.00	7,598.00	7,662.92	7,727.83	7,792.75
Applications Programmer/Analyst 5 Professional Engineering Officer 3 Registered Nurse 2 Systems Software Programmer 4	08B	A	64,919	67,804	70,690	73,574	75,738	77,903	80,066	80,788	81,509	82,230	82,951
		M	5,409.92	5,650.33	5,890.83	6,131.17	6,311.50	6,491.92	6,672.17	6,732.33	6,792.42	6,852.50	6,912.58
Applications Programmer/Analyst 4 Building Services Officer 3 Systems Software Programmer 3	12N	A	61,435	64,165	66,896	69,627	71,675	73,722	75,770	76,453	77,135	77,815	78,500
		M	5,119.58	5,347.08	5,574.67	5,802.25	5,972.92	6,143.50	6,314.17	6,371.08	6,427.92	6,484.58	6,541.67
Accountant 5 Administrative Officer	07B	A	58,361	60,954	63,550	66,144	68,088	70,034	71,977	72,628	73,277	73,925	74,574
		M	4,863.42	5,079.50	5,295.83	5,512.00	5,674.00	5,836.17	5,998.08	6,052.33	6,106.42	6,160.42	6,214.50
Administrative Assistant 3 Chief Operating Engineer Laboratory Technician 4 Professional Engineering Officer 2 Technical Services Coordinator	11N	A	55,304	57,761	60,219	62,678	64,521	66,366	68,208	68,822	69,436	70,050	70,666
		M	4,608.67	4,813.42	5,018.25	5,223.17	5,376.75	5,530.50	5,684.00	5,735.17	5,786.33	5,837.50	5,888.83
Career Counsellor 2 Editor 4 Engineering Technologist 4 Registered Nurse 1 Research Officer 3 Television Maintenance Technician 4	06B	A	52,550	54,884	57,220	59,554	61,307	63,057	64,809	65,392	65,977	66,561	67,145
		M	4,379.17	4,573.67	4,768.33	4,962.83	5,108.92	5,254.75	5,400.75	5,449.33	5,498.08	5,546.75	5,595.42
Anatomy Technician 4 Applications Programmer/Analyst 3 Building Services Officer 2 Cartographer 3 Craftsperson 5 Draftsperson 4 Purchasing Officer 3 System Software Programmer 2	10N	A	49,848	52,061	54,277	56,491	58,157	59,815	61,477	62,031	62,585	63,138	63,693
		M	4,154.00	4,338.42	4,523.08	4,707.58	4,846.42	4,984.58	5,123.08	5,169.25	5,215.42	5,261.50	5,307.75
Accountant 4 Editor 3	05B	A	47,396	49,502	51,607	53,716	55,296	56,875	58,456	58,981	59,509	60,035	60,562
		M	3,949.67	4,125.17	4,300.58	4,476.33	4,608.00	4,739.58	4,871.33	4,915.08	4,959.08	5,002.92	5,046.83
Administrative Assistant 2 Craftsperson 4 Dental Technician 4 Information Officer Laboratory Animal Technician 6 Professional Engineering Officer 1 Scientific Glassblower 3 Senior Dental Assistant Television Operator 4	09N	A	44,853	46,849	48,843	50,837	52,332	53,826	55,320	55,818	56,318	56,817	57,315
		M	3,737.75	3,904.08	4,070.25	4,236.42	4,361.00	4,485.50	4,610.00	4,651.50	4,693.17	4,734.75	4,776.25

SCHEDULE A: Salary (July 1, 2004) (continued)

Classification	Pay Scale Group (Salary Grade)		Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Audio-Visual Technician 1	04N	A	28,118	29,366	30,618	31,866	32,804	33,740	34,678	34,989	35,302	35,616	35,927
Cartographer 1		M	2,343.17	2,447.17	2,551.50	2,655.50	2,733.67	2,811.67	2,889.83	2,915.75	2,941.83	2,968.00	2,993.92
Clerk 2													
Clerk Typist 2													
Computer Operator 1													
Craftsperson 1													
Draftsperson 1													
Keypunch Operator 2													
Laboratory Assistant 1													
Offset Press Operator 1													
Telephone Operator 1													
Clerk 1	03N	A	26,029	27,185	28,343	29,499	30,367	31,233	32,102	32,390	32,681	32,969	33,258
Dental Technician 1		M	2,169.08	2,265.42	2,361.92	2,458.25	2,530.58	2,602.75	2,675.17	2,699.17	2,723.42	2,747.42	2,771.50
Graphic Artist 1													
Library Technician 2													
Photographer 1													
Clerk Typist 1	02N	A	24,169	25,242	26,315	27,391	28,195	29,001	29,807	30,077	30,343	30,614	30,882
Copy Machine Operator 1		M	2,014.09	2,103.50	2,192.92	2,282.58	2,349.58	2,416.75	2,483.92	2,506.42	2,528.58	2,551.17	2,573.50

SCHEDULE B: Pension Plan

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

SCHEDULE C: Long-Term Disability Plan

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

SCHEDULE D: Group Life and Survivor Income Plan

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

SCHEDULE E: Dental Care Plan

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

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

SCHEDULE F: Extended Health Care Plan

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

SCHEDULE G: Semi-Private Hospital Accommodation Plan

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

SCHEDULE H: Joint Membership Plan

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

SCHEDULE I: Vision Care Plan

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

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

CHANGE IN BENEFIT PLANS/CARRIER

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

SCHEDULE J: Severance Pay

Schedule of Severance Pay on Layoff

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

SCHEDULE K: Holidays

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

December 2002/January 2003

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

December 2003/January 2004

- Monday, December 22 Day of Closure
- Tuesday, December 23 Day of Closure
- Wednesday, December 24 Day Before Christmas
- Thursday, December 25 Christmas Day Holiday
- Friday, December 26 Boxing Day Holiday
- Monday, December 29 Presidential Holiday
- Tuesday, December 30 Presidential Holiday
- Wednesday, December 31 Day before New Year's Day Holiday
- Thursday, January 1 New Year's Day Holiday
- Friday, January 2 Day of Closure

December 2004/January 2005

- Wednesday, December 22 Day of Closure
- Thursday, December 23 Day of Closure
- Friday, December 24 Day Before Christmas
- Monday, December 27 Observance of Christmas Day Holiday
- Tuesday, December 28 Observance of Boxing Day Holiday
- Wednesday, December 29 Presidential Holiday
- Thursday, December 30 Observance of New Year's Day Holiday
- Friday, December 31 Observance of Day before New Year's Day

MEMORANDUM OF AGREEMENT: Pensions

Early Retirement Window

The University agrees to extend the early retirement window to June 30, 2005.

A "bridge benefit" will be payable under the early retirement window equal to: 0.5 percent of Highest Average Earnings up to the Average CPP Maximum Salary

Times
Pensionable Service
Reduced by

Three (3) percent for each year (prorated for partial years) that the early retirement date precedes the first of the month following age sixty (60).

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 cost-of-living adjustments ("indexation").

Additional Lifetime Pension for Pensioners Who Retired up to and Including June 30, 1996

For eligible pensioners under the University of Toronto Pension Plan who retired from the University up to and including June 30, 1996, pension benefits will be recalculated by using a benefit rate of 1.3 percent on highest average salary up to the average CPP maximum salary, instead of the 1.0 percent used in the original calculation. For those pensioners with part-time service before July 1, 1987, the pension earned for this service, which was calculated under a different formula, will be increased by thirty (30) percent. The additional pension resulting from the recalculations will be payable starting July 1, 2002.

Purchased Annuities In Connection With Break-In-Service

For those eligible pensioners under the University of Toronto Pension Plan who at one time terminated employment with the University and then subsequently returned and for whom an annuity was purchased in respect of pension benefits earned during the initial period of employment, the purchased annuity, which has not been previously indexed, will now be indexed from the date of termination to July 1, 2002 and thereafter. The additional pension resulting from the indexation up to July 1, 2002 will be payable starting July 1, 2002.

Augmentation for OISE Pensioners

For eligible pensioners under the University of Toronto (OISE) Pension Plan, to mirror the augmentation that was made as of July 1, 1999 for pensioners under the University of Toronto Pension Plan, pensions in payment as of July 1, 2002 will be augmented to bring indexation up to July 1, 1999 up to 100% of the increase in the Consumer Price Index.

MEMORANDUM OF AGREEMENT: Job Evaluation Manual

October 21, 2002

The Parties hereby agree to the following:

1. Job Evaluation Manual, as attached, will become effective immediately upon ratification of the collective agreement - Note: wherever wages/pay are used in the document it shall refer to "salary"
 1. Preamble - Agreed
 2. Article 1 - Agreed
 3. Article 2 - Agreed with 2 (d) amended; job becomes position and add "a unique" position number
 4. Article 3.01 - Agreed
 5. Article 3.02 (a) - Agreed
 6. Article 3.02 (b) - may vs. shall and amend: review the disputed job descriptions...
 7. Article 3.03 (a) - Agreed
 8. Article 3.03 (b) - may vs. shall and amend: review the disputed job ratings...
 9. Article 3.03 (c) - Agreed
 10. Article 3.04 (a) - amended: "assignment of employees to the Standard..."
 11. Articles 3.04 (b), (c) and (d) - Agreed
 12. Article 3.04 (e) amend to provide for 2 Arbitrators, 1 being Peter Warriian and the other to be agreed upon at a later date
 13. Articles 4.01, 4.02, 4.03 - Agreed
 14. Article 4.04 - delete last sentence
 15. Article 5 - Agreed
2. Interim Provisions: The following shall become effective immediately upon ratification:
 1. Paragraph 1 - Agreed
 2. Paragraph 2 - Amended: On the last day of the Collective Agreement, all incumbents in all jobs shall be moved in their new Job Group.
 3. Paragraph 3 - Agreed

The following shall be deferred to the next round of collective bargaining:

1. Paragraph 4
2. Article 1.01
3. Article 2.01

The Parties agree to the following:

1. Article 3 - The University will provide for the full cost of one bargaining unit employee to work on the SES Committee for the period January 2, 2003 up to and including June 30, 2005 which shall form part of the collective agreement via a Memorandum of Agreement.
2. Article 3 - The Local Union agrees to reimburse the University for release time for one bargaining unit employee to work on the SES Committee for the period of January 2, 2003 up to and including June 30, 2005, which shall form part of the collective agree via a Memorandum of Agreement.
3. Article 3 - the negotiation for office space, equipment, phones, faxes, email, computers, etc. shall be deferred to the main negotiations currently in effect.

JOB EVALUATION PROCESS MANUAL

PREAMBLE

The contents herein are titled "**SES Process Manual**" for the University of Toronto and the United Steelworkers of America, Local Union 1998 for Job Descriptions, Ratings and Salary Administration, and hereinafter called "**the Manual**".

The Manual is a supplement to the Collective Bargaining Agreement currently in effect between the University of Toronto hereinafter called "**the University**" and the **United Steelworkers of America, Local Union 1998** hereinafter called "**the Union**".

ARTICLE I - PURPOSE

1.01 This manual is designed to assist the University and the Union to:

- (a) Establish and maintain a gender-neutral job evaluation system.
- (b) Establish and maintain detailed job descriptions and rating information.
- (c) Establish and maintain an equitable gender-neutral wage structure.
- (d) Establish a procedure to maintain a gender-neutral wage structure that reflects changes in job requirements, working conditions and ratings.

ARTICLE II - DEFINITIONS

2.01 Definitions of terms used in this manual are as follows:

- (a) "**Basic Agreement**" - Collective Bargaining Agreement between the University and the Union relating to wages and other terms and conditions of employment.
- (b) "**Employee**" or "**Employees**" - all employees in Local Union #1998 that the Union is the bargaining agent for as provided in the Basic Collective Bargaining Agreement.
- (c) "**Job**" - an assignment of a number of duties to an employee. More than one employee may have the same job.
- (d) "**Position**" - the specific appointment / assignment of each individual employee to a job, a position title and a unique position number.
- (e) "**Job Content**" - the requirements of a job as to skill, effort, responsibilities and working conditions.
- (f) "**Job Description**" - the official record of a job noting: Purpose of the Job, Qualifications for the Job, Materials, Equipment and/or Outcomes as well as Specific Duties and Responsibilities.
- (g) "**Benchmark**" - a designated job and its rating agreed upon by the parties that illustrates how the SES/U system is intended to be applied and in conjunction with other benchmark jobs, a reference point for other job ratings.
- (h) "**Job Rating Record**" - the official record of the Analysis and evaluation of job including the level and points assigned on each sub-factor of the SES/U system, which considers skill, effort, responsibilities and working conditions using;

A Full Factor System of 17 Factors.

SKILL:

- SK1:** Education Required.
- SK2:** Previous Experience and Training.
- SK3:** Interaction with Others.
- SK4:** Movement Skills.
- SK5:** Decision Making.

RESPONSIBILITIES:

- RE1:** Responsibility for Information.
- RE2:** Responsibility for Materials, Equipment and/or Outcomes.
- RE3:** Responsibility for Safety of Others.
- RE4:** Financial Responsibilities.
- RE5:** Manage or Direct Others.

EFFORT:

- EF1:** Movement and Concentration.
- EF2:** Lifting, Carrying or Repetitive Motion.

WORKING CONDITIONS:

- WO1:** Temperature, Noise and other Environmental Conditions.
- WO2:** Hazards.
- WO3:** Nature of Job Monitoring.
- WO4:** Work Interruptions and Distractions.
- WO5:** Social Disruption required by Work Scheduling.

- (i) **"Job Group"** - the total of weighted evaluation points assigned to a given job that is converted to a number, this number is the job group and applies to the Standard Salary Scale.
- (j) **"Standard Salary Scale"** - a scale of salaries, including any negotiated step progression to reach the Standard Salary Scale that is established for all job groups. Once jobs are described and rated, employees are assigned to a job group within the Standard Salary Scale or the appropriate negotiated step in the job progression.
- (k) **"Out-of-line Differential"** - prior to the application of SES/U, the amount an employee's salary exceeds the amount set out in the Standard Salary Scale.

ARTICLE III - JOB DESCRIPTIONS AND RATINGS

- 3.01** Accurate evaluations, comparisons and grouping of jobs are dependent on the collection and maintenance of accurate and up-to-date information about job requirements. Therefore, job descriptions are used not only to record current requirements but they also provide a base from which to judge changes in requirements or conditions.

Job descriptions note:

- (a) Job Title.
- (b) Location of job.
- (c) Date of Description.
- (d) Purpose of the Job.
- (e) Qualifications for the Job.
- (f) Materials, Equipment and/or Outcomes.

- (g) Specific Duties and Responsibilities.

3.02 DESCRIPTIONS

- (a) The University shall prepare all job descriptions as provided for in the "S.E.S./U" software and in accordance with the requirements of this manual and provide those job descriptions to the union.
- (b) The University job evaluation representatives and the Union job evaluation committee may meet to review the disputed job descriptions and attempt to reach agreement. The Union job evaluation committee shall have reasonable opportunity to conduct on-the-job reviews of job descriptions with workers involved in the jobs. The University and Union Committee members shall each retain a copy of the agreed to job descriptions.

3.03 RATINGS

Following agreement or finalization on job descriptions:

- (a) The University shall prepare job ratings as provided for in the "S.E.S./U" software and in accordance with the requirements of this manual and provide these ratings to the union.
- (b) The Union shall consider the ratings provided by the University against its own ratings. The University job evaluation representatives and Union job evaluation committee members shall meet, review the disputed job ratings and attempt to reach agreement. The University and the Union committee members shall each retain a copy of the agreed to ratings.
- (c) Jobs are to be placed at the appropriate level in each factor considering the requirements of each job.

3.04 DISPUTE RESOLUTION

- (a) If the University job evaluation representatives and Union Job Evaluation Committee members fail to reach agreement on a job description or rating or the assignment of employees to the Standard Salary Scale or any negotiated progression step, the matter will be referred to the referees specified in the Collective Bargaining Agreement and the following shall apply.
- (b) The two referees shall meet within sixty (60) days of the date the matter was referred to them and they shall attempt to finalize the outstanding issues. Agreement between the two referees shall be final and binding.
- (c) If after following all the steps outlined in this article, the University and Union cannot reach agreement, the union shall within thirty (30) days of the referees report, notify the University of its intention to submit the rating to an arbitrator under the appropriate provision of the grievance procedure provided for in the current Collective Bargaining Agreement.
- (d) Where the University and the Union fail to reach agreement on a job description, it is agreed that in all cases regarding the final job description, the University shall retain its management right to determine the final job description.
- (e) The parties agree to use a single Arbitrator, selected on a rotating basis from a panel of two (2) Arbitrators as set out below.

Peter Warrlian

TBA

ARTICLE IV - APPLICATION

- 4.01 The following shall apply in the application of SES/U for the purposes of job descriptions and ratings:
- (a) It is the "job" that is under consideration, not the individuals in the job.
 - (b) Jobs shall be rated without regard to existing salaries.
- 4.02 Job descriptions and ratings of jobs, determined in accordance with the foregoing Articles, apply to assign each job to its appropriate Job Group within the Standard Salary Scale. The Collective Bargaining Agreement currently in effect establishes the Salary Scale, Schedule "A" and governs the application of rates of pay to employees.
- 4.03 The Standard Salary Scale of rates begins with Job Group 1. The Salary Scale then progresses upward from Job Group to Job Group by equal increments.
- 4.04 Application of salaries shall not result in a reduction for any employee who is currently receiving more pay than what is provided for in the Standard Salary Scale. "Out-of-line differentials" will be established for such employees. In addition to other means that may be provided for in the Collective Bargaining Agreement, increases in the increment between job groups shall be used to reduce or eliminate out-of-line differentials.
- 4.05 The job descriptions and ratings of each job shall be consistent with and conform to the job descriptions and ratings of jobs already agreed to, and also with the appropriate "benchmark" job descriptions and ratings.

ARTICLE V - MAINTENANCE

The parties have a mutual commitment to maintaining the integrity and consistency of the job evaluation system and its application in the following manner.

- 5.01 Maintaining up-to-date and accurate job descriptions and rating records ensures continuation of an equitable gender-neutral salary structure. As job requirements and conditions change, so must job descriptions and ratings. Failure to maintain job descriptions and ratings will cause injustice to the employees, the University or both.
- 5.02 Agreed-to job descriptions and ratings currently in effect and any that may subsequently be agreed to, shall stay in effect unless:
- (a) Job content changes to the extent of one full job group, or more;
 - (b) The job is terminated; or
 - (c) The job description or rating is changed by mutual agreement of the University and Union.
- 5.03 Whenever the University establishes a new job or changes the requirements of an existing job to the extent of one full job group or more, upwards or downwards, a new job description and rating for the new or changed job shall be prepared as follows:
- (a) The University will develop a job description and rating of the job in accordance with the provisions of **Article III**.
 - (b) The job description and Ratings will be submitted to the Union in accordance with the provisions of **Article III**.

- (c) The job will be assigned to a Job Group and the rate as set out in the Standard Salary Scale shall be effective as of the date the new job was established or on the date the requirements for an existing job were changed.
- 5.04** If the University and Union cannot agree on the rating, the following shall apply:
- (a) The University shall complete the job description and rating and assign the job to a Job Group. The salary shall be effective as set forth in Section **5.03(c)**.
- (b) The Union shall then proceed to referees and arbitration as outlined in **Article III** of this Manual.
- 5.05** If the Union alleges that the University has established a new job or changed the requirements of an existing job to the extent of one full job group or more and has failed to submit a job description or rating, it shall notify the University, in writing, of such allegations. The University and Union job evaluation committee shall meet within thirty (30) days of receipt of such notice to discuss the matter. Following this meeting, the University shall have fifteen (15) days to respond, in writing, to the Union's allegations. If the Union is unsatisfied with the response, it will initiate the procedure outlined in **Article 3.04**. Any change in Job Group resulting from such an allegation shall become effective in accordance with **Article 5.03**, provided that retroactivity shall not apply for more than six (6) months prior to the date the Union notifies the University of its allegations.
- 5.06** When the University changes the job requirements by less than one full Job Group, an amendment notice shall be prepared. This amendment, as provided for in the "**S.E.S./U**" software, assists the University and the Union to ensure that all job descriptions and ratings are up-to-date. An amendment notice shall be prepared as follows:
- (a) The University shall prepare an amendment notice and submit it to the Union in accordance with the provisions of **Article III**.
- (b) When, and if, job content changes of less than a full Job Group accumulate to a total of one Job Group or more, the job shall be re-described and re-rated in accordance with the provision of **Article III**. The new job rate will take effect as of the date of the most recent change in job content.
- (c) If the change results in a lower rating, any incumbents of such jobs shall receive an "out-of-line differential" equal to the difference between the rate for the job before the change and the rate thereafter.
- 5.07** When the University terminates a job, an amendment notice shall be prepared noting cancellation of the job description and rating. This notice will include a statement of causes or reasons for termination. This amendment notice will be submitted to the Union as set out in **Article III**.

INTERIM PROVISIONS

This article sets forth the necessary provisions to enable the University and the Union to carry out their agreement to describe and rate all jobs performed by employees and to eliminate any wage inequities that may exist. Until that time, the rates of pay set forth in the current Collective Bargaining Agreement shall continue in effect and be applied to respective employees in the manner provided.

On the last day of the collective bargaining agreement, all incumbents in all jobs shall be moved to their new Job Group.

Commencing three (3) months after ratification of the collective bargaining agreement, the job evaluation committee will begin its work to describe and rate all jobs of all employees.

The parties will come to agreement on final factor language with respect to SK1, SK2, RE2 and any factor language issues raised by either party after the initial testing of the fifteen sample jobs within three (3) months after ratification of the collective bargaining agreement. The work of the job evaluation committee will be completed two months prior to the conclusion of the next collective bargaining agreement.

LEAVE OF ABSENCE FOR UNION COMMITTEE

- 6.01** The University agrees to grant leave of absence from their regular work to three (3) employees who shall be selected by the Union to act on its Job Evaluation Committee. Such leave shall be in accordance with Article 13:05 of the collective agreement.
- 6.02** The University will provide for the full cost of one bargaining unit employee to work on the SES Committee for the period of January 2, 2003 up to and including June 30, 2005, which shall form part of the collective agreement via a Memorandum of Agreement.
- 6.03** The Local Union agrees to reimburse the University for release time for one bargaining unit employee to work on the SES Committee for the period of January 2, 2003 up to and including June 30, 2005, which shall form part of the collective agreement via a Memorandum of Agreement.

LETTER OF AGREEMENT

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

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

The University agrees to renew the following: Letter of Understanding: Participation in University Committees and Other Collegial Activities; Letter of Intent: Fee Waiver for Dependents; Letter of Intent: Educational Assistance; Letter of Intent: OISE and Former Group "C" Vacation Entitlement; Letter of Intent: Campus Mail - Communications; and, Appendix "A" excluded positions (which the University is in the process of amending).

Dated at Toronto this 24th day of October 2002

Angela Hildyard, University of Toronto

Stuart Deans, United Steelworkers of America

LETTER OF UNDERSTANDING: Schedule A (Salary)

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

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

Dated at Toronto this 24th day of October 2002

Angela Hildyard, University of Toronto

Stuart Deans, United Steelworkers of America

LETTER OF UNDERSTANDING: Participation in University Committees and Other Collegial Activities

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

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

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

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

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF UNDERSTANDING: Union Meetings

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

Employees will be given time off (not to exceed two (2) hours), with no loss of regular straight time pay, up to three (3) times per year to attend General membership meetings of the Local Union. Employees at suburban campuses will be entitled to an additional forty-five (45) minutes to travel to the meeting. The Union may use a University meeting room at no cost for this purpose. Wherever practical, the Union will advise the University of the date of the meeting no later than six (6) weeks prior to the meeting. However, in the event the University is not provided with six (6) weeks notice, release of employees to attend such meetings shall be subject to operational and safety considerations.

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: Fee Waiver for Dependants

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

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

Yours truly,

Angela Hildyard
Vice-President, Human Resources

INTRODUCTION

In order to assist staff members who have dependants of University age or dependants who, at a later age, wish to pursue University studies, 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

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 mean a son, step-son, daughter, step-daughter, spouse, or same sex partner of an eligible staff member.

"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.

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

PROVISIONS

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. 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 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
- Transitional Year Programme
- Pre-University Programme

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.

PROCEDURE

Staff members should obtain two copies of the form "Application for Waiver of Academic Tuition for Dependants of Staff" from their department or division head or the Human Resources Department.

One copy of the form should be retained by the student or staff member.

The other copy of the form should be presented, with a fees form along with payment of all incidental fees, to the Fees Department (or College Bursar if the student is enrolling in a Federated College).

Administration of this Policy

Questions and requests for interpretations of the policy should be referred to the Human Resources Department.

LETTER OF INTENT: Educational Assistance

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

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

Yours truly,

Angela Hildyard
Vice-President, Human Resources

INTRODUCTION

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

TERMS OF REFERENCE

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

ELIGIBILITY

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

PROVISIONS

1. One hundred (100) percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking:

- 1) a University of Toronto or Ontario Institute for Studies in Education degree course, up to and including the Master's level, or
- 2) a diploma or certificate program offered through Woodsworth College, or
- 3) those courses offered by the School of Continuing Studies in which enrolment is not limited to defined constituencies normally outside the University community or for which substantially higher than average fees are charged. Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Department Head is obtained and alternative work arrangements are made.

2. Fifty (50) percent Tuition Reimbursed

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

- 1) Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire.
- 2) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of 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: OISE and Former Group "C" Vacation Entitlement

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

Notwithstanding Article 22:01:

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

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: Benefits

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

The University and the Union agree to develop a working committee to discuss ways of containing benefit costs to ensure sustainable long-term growth of such benefits, including ways of dealing with the benefits of retirees. This committee shall consist of three (3) members of the Union and the University and shall meet no later than three (3) months after ratification of this agreement.

Vision care shall be increased from one hundred and fifty (150) dollars to one hundred and seventy-five (175) dollars effective July 1, 2003 on the express understanding that the Committee's first task shall be to try to identify vision care cost containment measures such as preferred providers, so as to defray the cost of the increased benefit.

Employees will continue to be covered for hearing aids to a maximum of three hundred (300) dollars, every three years.

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: Sessional Layoffs, Faculty of Dentistry

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

The University agrees that employees on sessional layoff in the Faculty of Dentistry may be afforded a one-month opportunity of employment if the following conditions are met: there is a need in the Faculty; the employees meet the technical demands of the position; the employees are qualified; and, the scheduling of the employees permit. If the above criteria are met, such opportunities shall be distributed on the basis of seniority.

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: Employment of Students in Casual Positions

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

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

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

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: Trade Service Committee

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

The University agrees that the Union may elect or appoint one bargaining unit member and one alternate to the "Trade Service Committee," as long as those members are physically located in the trades area.

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: Uniforms, Faculty of Dentistry

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

The parties agree that this letter of intent shall apply to clinical employees at the Faculty of Dentistry who are required to wear uniforms as part of their employment. The Faculty of Dentistry shall issue cheques no later than June 30th of each year of the collective agreement, in the amount of three hundred (300) dollars per employee to cover the cost of uniforms and shoes.

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: Right to Refuse Unsafe Work

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

The University agrees that an employee may refuse to work or do particular work free from reprisals, as per the *Occupational Health and Safety Act* and its regulations, as amended November 2001.

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: International Day of Mourning

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

The University and the Union agree that within sixty (60) days of ratification of this agreement, one (1) representative from each party will meet with the express purpose of developing a joint communication to the University of Toronto community acknowledging the International Day of Mourning, April 28 for workers killed or injured on the job.

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: Flag Protocol

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

The University and the Union will jointly recommend to the appropriate subcommittee of the Governing Council to review the flag protocol to allow the lowering of all flags flown at the workplace to half mast in honour and in recognition of the Day of Mourning.

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: Health and Safety Release Time

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

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

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: Policy for VDT Operators

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

The Parties agree to abide by the "Policy For VDT Operators" issued December 15, 1985, for employees concerned about exposure to VDTs.

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: Public Transit Subsidy

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

The University and the Union agree to jointly approach the Toronto Transit Commission to discuss volume discounts in the purchase of transit passes for employees in the Bargaining Unit.

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: Team Leaders/Lead Hands

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

The University acknowledges and agrees that employees designated to a position of "Team Leader" or "Lead Hand" shall not have the ability to hire, fire, discipline or initiate discipline of other bargaining unit members.

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: Career Development Training Committee

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

In support of the University's commitment to excellence and to fostering promotional opportunities for current employees, the parties agree to create within one (1) month following ratification of this collective agreement a joint committee to discuss career development. The committee shall be made up of three (3) representatives from the Union and three (3) representatives from the Employer. The committee shall be co-chaired by one representative from each of the parties. In particular, the committee will develop a framework for career development for members of the bargaining unit, and will identify specific programs which will contribute to the upgrading and broadening of employee's skills and qualifications, and enhance their future promotional opportunities. The committee shall complete its work and make recommendations to the Vice-President of Human Resources not later than six (6) months after beginning the process.

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: Self-Funded Leave Plan

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

Purpose

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

Eligibility

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

Application

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

Terms and Conditions

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

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

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

Payment of the Deferred Salary

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

Return from Leave

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

Benefits Continuation

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

Withdrawal

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

This Plan is subject to Canada Customs and Revenue Agency approval.

Yours truly,

Angela Hildyard
Vice-President, Human Resources

LETTER OF INTENT: Campus Mail--Communications

October 31, 2002

Mr. Stuart Deans
Area Coordinator
United Steelworkers of America
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Deans,

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

Yours truly,

Angela Hildyard
Vice-President, Human Resources

Appendix A: Excluded Positions (which the University is in the process of amending)

<u>Department Name</u>	<u>Position</u>
Admissions and Awards	One (1) Administrative Assistant Assistant Registrar, Awards Assistant University Registrar Associate Director Manager, Admissions Services Manager, Awards and Admissions Manager, Enquiry Services Manager, Support Services University Registrar and Director
Computing and Networking Services	Administrative Coordinator Director IBM Systems Supervisor Manager, Operations Manager, Network Design, Implementation & Services Manager, Security Administration Supervisor-External Networks Supervisor, Information Technology Support Supervisor, Network Implementation Supervisor of Office Systems Systems Manager UNIX Systems Supervisor
Development and University Relations, Advancement Services	Associate Director, Advancement Services Donor Stewardship Officer Manager, Advancement Records Manager, Donations Management One (1) Information Technology Analyst Systems Manager Senior Manager, Donations Management & Reporting
Alumni Affairs Department	Assistant Director, Alumni Affairs Coordinator Of Alumni Programs U.T.A.A. Coordinator-Special Events
Campaign Office	Associate Campaign Director Campaign Director Manager, Advancement Communications Manager, Corporations and Foundations Relations Senior Development Officer Senior Development Officer, Campaign Senior Development Officer, Cross-Divisional Initiatives
Central Administration	Operations Coordinator
Department of Development	Associate Director and Special Assistant Development Coordinator Manager, Annual Giving Manager, Planned Giving One (1) Senior Development Officer Senior Development Officer, Corporations & Foundations Senior Development Officer, President's Circle
Development and University Relations, Department of Public Affairs	Administrative Assistant Editor, News Services Two (2) Associate Managers, News Services

Appendix A: Excluded Positions (continued)

<u>Department Name</u>	<u>Position</u>
Facilities and Services, Administration & General Services	Manager, Administrative Services Manager, Human Resource Services Manager, Systems Operations & Development Supervisor, Human Resources & Payroll Services Secretary
Facilities and Services, Ancillary Services	Office Coordinator
Facilities and Services, Buildings and Grounds	Area Manager Chief Fire Prevention Officer Control Centre Coordinator Manager, Caretaking Services Manager, Grounds and Stores Manager, Trade Services Manager, Waste Management Mechanical Supervisor Senior Secretary
Facilities and Services, Campus Mail Services	Manager, Campus Mail Services
Facilities and Services, Campus Police	Community Safety Coordinator Manager, Police Services Secretary Sergeant Sergeant-Patrol
Facilities and Services, Parking Services	Manager, Parking Services Parking Supervisor
Facilities and Services, Property Management, Design and Construction	Administrative Assistant to the Director Manager, Internal Projects Manager, Projects Manager, Property Management Project Accountant Senior Architect Coordinator Senior Mechanical Engineer
Facilities and Services, Utilities	CCMS Supervisor Chief Engineer, Central Plant Manager, Building Mechanical Services Senior Secretary Supervisor, Elevator Mechanics Supervisor, Maintenance Mechanics Supervisor, Mechanical Operations & Maintenance
Faculty of Applied Sciences and Engineering, and Faculty of Medicine, Institute of Biomedical Engineering	Business Officer
Faculty of Applied Sciences and Engineering, Dept. of Chemical Engineering & Applied Chemistry Department of Civil Engineering Department of Electrical and Computer Engineering Department of Electrical and Computer Engineering Department of Electrical and Computer Engineering Department of Mechanical and Industrial Engineering Department of Mechanical and Industrial Engineering Department of Metallurgy and Material Sciences Division of Engineering Sciences Division of Geological and Mining Engineering Engineering Computing Facilities Joint Program In Transportation	One (1) Administrative Assistant One (1) Administrative Assistant Administrative Officer Laboratory Manager Manager, Administrative Services One (1) Administrative Assistant Technical Services Coordinator Director, Administration and External Relations Division Administrator Administrative Assistant Manager, Unix Systems Administrative Assistant

Appendix A: Excluded Positions (continued)

<u>Department Name</u>	<u>Position</u>
Faculty of Applied Sciences and Engineering, Office of the Dean	Director, Continuing Engineering Education Executive Director, Development and Campaign Faculty Financial Officer and Executive Assistant Faculty Registrar Financial Information and Systems Officer Human Resources Associate Human Resources Generalist Secretary To The Dean
Faculty of Applied Sciences and Engineering, Office of the Registrar	Manager, Student Services
Faculty of Architecture and Landscape Architecture	Assistant Dean, Administration Director Of Development Senior Secretary
Faculty of Arts and Science	
Commerce Programs	Undergraduate Secretary
Computing in the Humanities and Social Sciences	Director
Department of Astronomy	Business Officer
Department of Botany	One (1) Administrative Assistant
Department of Chemistry	Administrative Manager
Department of Chemistry	Craftsman
Department of Chemistry	Financial Officer
Department of Chemistry	Laboratory Technologist
Department of Computer Science	One (1) Administrative Assistant
Department of Economics	Department Manager
Department of English	Business Officer
Departments of French & German	Business Officer
Department of Geography	Administrative Assistant
Department of Geology	Business Officer
Department of Geology	Technical Services Coordinator
Department of History	Business Officer
Department of Mathematics	One (1) Administrative Assistant
Department of Near & Middle Eastern Studies	Business Officer
Department of Philosophy	Business Officer
Department of Physics	One (1) Administrative Assistant
Department of Physics	Administrative Manager
Department of Physics	Manager, Technical Services
Department of Physics	PCS Manager
Department of Political Science	Department Manager
Department of Psychology	Department Manager
Department of Sociology	Financial Officer
Department of Spanish & Portuguese	Business Officer
Department of Statistics	Administrative Coordinator
Department of Statistics	Business Officer
Department of Zoology	Coordinator, Administrative Services
Department of Zoology	Laboratory Animal Technician
Department of Zoology	Technical Services Coordinator
Faculty of Arts and Science, Office of the Dean	Assistant Dean and Faculty Secretary Associate Director of Development Chief Financial Officer Coordinator, Human Resource Services Dean's Secretary Director, Administrative Services Director, Public Relations and Development Executive Assistant to the Dean Executive Director, Development Faculty Personnel Manager Manager Of Development

Appendix A: Excluded Positions (continued)

<u>Department Name</u>	<u>Position</u>
Faculty of Arts and Science, Office of the Dean (continued)	Personnel Officer Senior Development Officer Secretary, Human Resource Services
Faculty of Arts and Science, Office of the Faculty Registrar	Assistant Dean and Faculty Registrar Associate Faculty Registrar, Examinations & Scholarships Associate Faculty Registrar, Registration Associate Faculty Registrar, Student Records
Faculty of Dentistry	Administrative Assistant, Personnel Office Assistant Dean, Administration Clinical Administrative Staff Coordinator Coordinator Of Personnel Coordinator-Supply and Services Manager, Computing Services Secretary to the Dean
Faculty of Forestry	Financial Officer
Faculty of Information Studies	Finance and Personnel Officer
Faculty of Law	Administrative Assistant/Secretary To Dean Assistant Dean and Director Assistant Dean-Alumni and Development Chief Administrative Officer Collection Services Coordinator Director, Career Development Financial Officer
Faculty of Management Executive Programs and Development Joseph L. Rotman School of Management	Associate Director, Executive MBA Administrative Coordinator Assistant Dean, Marketing and Communications Assistant Dean and Chief Administrative Officer Assistant to the Dean Executive Director of Development Manager, Building Operations Manager, Financial Services Registrar and Director
Faculty of Medicine Division of Teaching Labs Admissions and Student Affairs Banting and Best Department of Medical Research Banting and Best Diabetes Centre Centre for Research in Neurodegenerative Diseases Centre for Research in Women's Health Computing Support Division Continuing Education Department of Anaesthesia Department of Community Health Department of Family and Community Medicine Department of Health Administration Department of Immunology Department of Laboratory Medicine and Pathobiology	Business Officer Technical Services Coordinator Coordinator, Student Affairs Administrative Assistant Administrative Assistant Business and Development Officer Business Officer Manager, Computer Support Administrative Assistant Business Officer Administrative Assistant Administrative Officer Business Officer and Office Manager Administrative Assistant Business Officer Administrator

Appendix A: Excluded Positions (continued)

<u>Department Name</u>	<u>Position</u>
Faculty of Medicine (continued)	
Department of Medical Imaging	Administrative Assistant
Department of Medicine	One (1) Administrative Assistant
Department of Nutritional Sciences	Business Officer
Department of Ophthalmology	Eyebank Administrator
Department of Physiology	Business Manager
Department of Psychiatry	Business Officer
Department of Public Health Sciences	Administrative Assistant
Department of Speech-Language Pathology	One (1) Administrative Assistant
Department of Surgery	Executive Assistant to the Chair
Division of Comparative Medicine	Assistant Manager Director Facility Manager
Human Resource Services, Office of the Dean	Assistant Personnel Generalist Personnel Assistant Personnel Officer Manager, Personnel Services Secretary, Personnel Office
Materials Distribution Centre Office of Vice-Dean, Research Playfair Neurosciences Unit	Manager Coordinator, Research Development Administrative Assistant
Postgraduate Medical Education	Administrative Officer Administrative Officer, Payroll and Visa
Technical Services & Safety Undergraduate Medical Education	Coordinator, Occupational Health, Safety & Security Secretary To Associate Dean
Faculty of Medicine, Office of the Dean	Business Officer/Secretary to the Dean Controller Director of Development Faculty Administrative Officer Faculty Campaign Director Manager, Faculty Budget and Accounting
Faculty of Music	Senior Development Officer
Faculty of Nursing	Dean's Secretary
Faculty of Pharmacy	Faculty Registrar and Business Manager Secretary to the Dean
Faculty of Physical Education and Health	Alumni Development Officer Assistant Dean, Administration and Operations Assistant Dean, Programs Director, Community Relations and Marketing Facility Manager -Arena/Stadium Facilities Manager Head Sport Physician Orthopaedic Consultant Physician Senior Development Officer
Faculty of Social Work	Assistant Dean
Financial Services Department	Administrative Assistant to the Comptroller Business Analyst

Appendix A: Excluded Positions (continued)

<u>Department Name</u>	<u>Position</u>
Financial Services Department (Continued)	Controller and Director, Financial Services Manager, Financial Advisory Services Secretary Senior Business Analyst Supervisor, Office Services Tech Officer, Group
Financial Services Department, Accounting	Associate Controller and Assistant Director Senior Financial Consultant
Financial Services Department, Fees and Cashiers	Manager
Financial Services Department, Payroll Department	Benefits Accounting Analyst Three (3) Monthly Payroll Officers Payroll Accounting Analyst Payroll Manager
Hart House	Accounting Manager Coordinator, Hospitality Services Director of Programme Director, Recreation and Athletics Warden Warden's Secretary
Hart House Theatre	Business Manager Production Manager
Health Service - Psychiatric Service	Staff Psychiatrist
Health Service	Acting Director/Physician Staff Physician
Information Commons	Director Manager, Centre for Academic & Adaptive Technology Manager, Classroom Technical Support Manager, Clearinghouse, Documentation, Administration Manager, Systems Development Supervisor, Operations Support
Innis College	Administrative Officer Assistant to the Principal Dean Of Innis Residence
Internal Audit	Administrative Assistant Assistant Auditor Audit Manager Auditor Director, Internal Audit Operation/E.D.P. Audit Manager Senior Auditor Senior Information Systems Auditor
New College	Dean Of Students Registrar and Assistant Principal
Office of Chief Librarian	Assistant Director, Development/Public Affairs
Office of Statistics, Records and Convocation	Director

Appendix A: Excluded Positions (continued)

<u>Department Name</u>	<u>Position</u>
Office of the Assistant Vice-President, Operations and Services	Director, Administration and Services Director, Buildings and Grounds Director, Property Management Director, Residence, Food and Beverage Services Director, Utilities Manager-Real Estate and Capital Budgets Secretary to the Assistant Vice-President
Office of Space Management	Manager
Office of the Assistant Vice-President, Student Affairs	Business Officer Coordinator, Special Services Director, Student Services Manager, Liaison and Campus Life Services
Career Centre Counselling and Learning Skills Services Health Service	Executive Assistant To Director Coordinator Nurse Educator
Housing Service	Coordinator, Family Housing Coordinator, Off-Campus Housing
Office of the Assistant Vice-President, Student Affairs International Student Centre	Director
Office of the Chief Financial Officer	Assistant Vice-President, Finance Executive Assistant Finance and Development Counsel Insurance Manager Secretary Secretary to the Chief Financial Officer Treasurer
Office of the Governing Council	Administrative Assistant Assistant Secretary of Governing Council Duplicating Centre Supervisor Executive Assistant To Secretary of Governing Council Secretary Secretary Of The Governing Council Special Assistant
Office of the Ombudsperson	Ombudsperson Secretary to the Ombudsperson
Office of the President	Assistant To The Chancellor Associate Campaign Director Director-Government Relations and President's Office Donor Relations Officer Receptionist Special Advisor-Race Relations and Anti-Racism Initiatives Officer Special Assistant To The President Secretary Secretary To The President Sexual Harassment Officer Staff Assistant

Appendix A: Excluded Positions (continued)

<u>Department Name</u>	<u>Position</u>
Office of the Vice-President, Administration And Human Resources	Assistant Vice-President, Operations and Services Business Officer Director, AMS Director, Occupational Health and Safety Executive Assistant Family Care Advisor Secretary
Administrative Management Systems	Associate Director, AMS Business Manager Manager, Administrative Computing Six (6) Information Technology Analysts
Employment and Staff Development	One (1) Administrative Assistant Assistant to the Director Benefits Counsellor Compensation Administrator Compensation Research Analyst Computing and Publications Support Specialist Coordinator, HRIS Director HRIS Analyst Human Resources Assistant Human Resources Generalist Manager, Central Administrative Human Resources Services Office Manager, Compensation Manager, Employment Manager, HRIS Support Manager, Staff Development Payroll/Benefits Representative Pensions Administrator Training and Career Consultant
Labour Relations Department	Administrative Assistant Labour Relations Officer Manager, Labour Relations Senior Labour Relations Officer
Environmental Health and Safety	Business Officer Disability Claims Consultant Industrial Hygienist Manager, Environmental Protection Services Manager, Occupational Health Services Manager, Occupational Hygiene and Safety Manager, Radiation Protection Occupational Health Nurse Secretary
Office of the Vice-President, Research and International Relations	Administrative Assistant to the Vice-President Assistant Vice-President, Technology Transfer Business Development Officer Business Development Officer, Biotechnology Director, Business Development and Marketing Executive Assistant to the Vice-President Information Systems Manager Secretary to the Vice-President
International Liaison	Director, International Liaison

Appendix A: Excluded Positions (continued)

<u>Department Name</u>	<u>Position</u>
Office of the Vice-President, Research and International Relations (continued) Research Services	Acting Director, Grants and Director, Research Assistant Director, G.R.I.P. and Director, Connaught Fund University Veterinarian
Office of the Vice-Provost, Planning and Budget	Administrative Assistant Assistant Local Area Network Administrator Assistant Research and Planning Officer Assistant Vice-Provost Budget and Planning Coordinator Director, Budget Analysis Junior Planning and Budget Officer Planning and Budget Officer Research and Planning Officer Senior Analyst Senior Planning and Budget Officer, Space Analysis Space Inventory Officer Staff Assistant
Office of Vice-President and Provost	Administrative Assistant Assistant Provost Assistant Vice-Provost Assistant Vice-Provost, Arts and Science Assistant Vice-President, Student Affairs Secretary Secretary To Vice-Provost
Office of Vice-President, Development and University Relations	Assistant to the Vice-President Director, Alumni and Development Director, Public Affairs
OISE/UT Department of Curriculum, Teaching and Learning Education Commons	Operations Administrator Co-Director
Office of the Dean	Chief Financial Officer Director and Executive Assistant Executive Director Of Development Finance Assistant Manager, Human Resource Services Personnel Generalist Senior Administrative Officer
Office of the Registrar	Registrar Senior Administrative Officer
Professional Experience Year Programme Purchasing Department	Manager, Professional Experience Year Programme Director, Purchasing
School of Continuing Studies	Assistant Director and Registrar Chief Financial Officer Director Executive Assistant to the Director Executive Director, Business, Professional and Entrepreneurial Studies

Appendix A: Excluded Positions (continued)

<u>Department Name</u>	<u>Position</u>
School of Graduate Studies	Associate Director of Development Business Services Officer Coordinator, Academic Student Services Coordinator, Policy and Program Liaison Coordinator, Support Services
Canadian Institute for Theoretical Astrophysics Centre for International Studies Centre for Medieval Studies Institute for History and Philosophy of Science and Technology	Administrative Assistant Administrative Assistant One (1) Administrative Assistant Executive Assistant To Director
Student Information Systems	Business Officer Director User Project Manager
Telecommunications and Financial Services	Director Manager, Financial Services
The Temporary Source	Manager
Treasury Department	Administrative Assistant Assistant Treasurer Financial Accounting Analyst Investment Analyst Treasury Officer-Estates Treasury Officer-Investments
University College Administration Food Services	Chief Administrative Officer Chef
Office of the Principal	Dean Of Students Director, Alumni Development Secretary to the Principal
Office of the Registrar	Registrar
University of Toronto at Mississauga Business Services	Business Services Officer Director
Campus Police Computer Services Development, Alumni and Public Affairs Housing Department	Staff Sergeant Manager, Computing Services Director Director, Residence and Conference Centre
Human Resource Services	Manager Office Assistant Payroll Administrator Payroll and Benefit Coordinator Payroll and Network Administrator
Humanities Administration	Assistant To Associate Dean
Micro Electronics	Manager, Microelectronics
Office of the Principal	Administrative Assistant to the Principal Chief Administrative Officer Secretary To Chief Administrative Officer Secretary to the Principal

Appendix A: Excluded Positions (continued)

<u>Department Name</u>	<u>Position</u>
University of Toronto at Mississauga (continued)	
Physical Plant	Director Project Coordinator/Architect
Registrarial Services	Registrar
Student Services	Administrative Assistant to the Vice-Principal, Student Services and Dean of Student Affairs Assistant Principal and Dean of Student Services
University of Toronto at Scarborough	
Academic Services	Manager, Grounds and Parking Manager, Academic Services
Associate Vice-Principal, Student Affairs	Associate Vice-Principal
Department of Physical Education and Athletics	Director, Physical Education
Development Department	Director Of Advancement
Director of Administration	Director Assistant To Director Of Administration
Division of Humanities	One (1) Administrative Assistant
Division of Life Sciences	Administrative Assistant
Division of Management and Economics	Administrative Assistant
Division of Physical Sciences	Administrative Assistant
Division of Social Sciences	Administrative Assistant
Facilities Rental & Conference Services	Manager, Facilities Rental and Conference Services
Financial Services	Manager Institutional Researcher Financial Officer
Human Resource Services	Administrative and Systems Assistant Manager, Human Resource Services Personnel and Payroll Assistant Personnel Officer
Office of the Principal	Secretary to the Principal
Office of the Registrar	Registrar
Physical Plant Services	Financial Officer-Building Services Manager, Building Services Supervisor, Building Services Supervisor, Caretaking Services Supervisor, Utilities
Protective Services	Manager, Safety and Security
Residences	Manager, Student Housing and Residences
University of Toronto Library	
Archives	University Archivist
Access and Information Services	Night Supervisor Supervisor, Access Services Supervisor, Information and Reader Registration Supervisor, Stacks and Carrel Maintenance
Administrative Services Area	Business Manager Manager, Administration Manager, Accounting and Budget Manager, Health, Safety, Fire and Security

Appendix A: Excluded Positions (continued)

<u>Department Name</u>	<u>Position</u>
University of Toronto Library (continued)	
Collection Preservation Department	Supervisor, Printing and Bindery
East Asian Library	Supervisor
Information Technology Services	Systems Administrator
Materials Processing and Bibliographic Processing	Chief Computer Terminal Operator Supervisor
	Office of Chief Librarian Administrative Assistant, Personnel Services Manager, Special Projects Senior Development Officer
Science and Medicine Library	Supervisor, Science and Medicine Library
Woodsworth College	Director-Diploma and Certificate Programs Programme Director Secretary To Principal Vice Principal and Registrar

Appendix B: Employees from Former Group "C" with Fewer Than Ten Years' Service

<u>Surname</u>	<u>Initials</u>	<u>Job Title</u>	<u>Department Name</u>
ASTOORIAN	D	Systs Software Prog 3	Dept of Computer Science
BOAL	J	One Level-01S	Administrative Management
BOSHOFF	J	Appl Prog/Analyst 4	Student Information System
BOYES	LE	One Level - 01S	Campaign Office
CHIANG		One Level - 01S	Faculty of Law
CIUR	S	Appl Prog/Analyst 4	Computing & Networking Service
COMBEER	RL	Systs Software Prog 4	Education Commons
DERKACH	DF	Systs Software Prog 3	Computing in the Humanities and Social Sciences
ERLEBACHER	BA	Systs Software Prog 3	Dept of Computer Science
GADALLA	T	Appl Prog/Analyst 4	Dept of Curriculum, Teach
GLINOS	T	Systs Software Prog 4	Dept of Statistics
GRAVEL	D	Appl Prog/Analyst 4	Admissions and Awards
HARVIE	RH	Appl Prog/Analyst 4	Resource Centre for Academic Technology
HYMAN	A	Appl Prog/Analyst 4	Education Commons
KER	C	Appl Prog/Analyst 4	Student Information System
LECHOW	WR	Systs Software Prog 3	Education Commons
MILMAN	V	Appl Prog/Analyst 5	Registrar's Office
MOONAH	J	Appl Prog/Analyst 4	Resource Centre for Academic Technology
PORROVECCHIO	J	Systs Software Prog 3	Computing in the Humanities and Social Sciences
POWELL	B	Appl Prog/Analyst 5	Administrative Management
RYALL	M	Appl Prog/Analyst 4	Student Information System
SANDHU	B	Appl Prog/Analyst 4	Mathematical Finance Office
SCHEUHAMMER	J	One Level - 01S	Resource Centre for Academic Technology
VAN HUYSSSTEEN	L S	Appl Prog/Analyst 4	Student Information System
WILSON		Systs Software Prog 4	Can. Institute for Theoretical
ZHANG	W	Appl Prog/Analyst 4	Info. Technology Service

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