

Memorandum of Settlement

BETWEEN

The Board of Regents of Victoria University
(hereinafter referred to as "the University")

and

United Steelworkers Local 1998
On Behalf of it Local 1998, Victoria University Unit
(hereinafter referred to as "the Union")

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The members of the parties' respective negotiating committees hereby agree to unanimously recommend to their principals for ratification a renewal collective agreement on the terms set out therein.
3. The parties herein agree that the term of the collective agreement shall be from July 1, 2008 to June 30, 2011.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on June 30, 2008, provided, however, that the following amendments are incorporated:

- 1) All matters previously settled and agreed to by the parties prior to the date hereof.
- 2) Wages shall be increased by

Effective July 1, 2008 a 3.5% across the board increase to all job classifications. All members of the bargaining unit on the payroll will receive a \$400 signing bonus. (Those members of the bargaining unit currently on long term disability who return no later than July 1, 2009 will be entitled to the \$400 signing bonus.)

Effective July 1, 2009 a 3% across the board increase to all job classifications.

Effective July 1, 2010 a 3% across the board increase to all job classifications.

All members of the bargaining unit, who are actively employed on the date of ratification of this Agreement, shall receive the corresponding increases in wages, unless they are no longer actively employed.*

- 3) Childcare Benefit

Beginning with the calendar year 2009 (i.e. January 1, 2009 to December 31, 2009) bargaining unit members with dependent children under the age of seven (7) will be eligible for reimbursement of child care costs in accordance with a child care benefit plan. The plan will be subject to Canada Revenue Agency and the terms of the plan are hereto attached.

4) Benefits Changes for Active Employees – Effective January 1, 2009
The University agrees to implement the following changes on the current employee/employer cost sharing basis:

- a. Combine Semi-Private Hospital coverage with the Extended Health Care Plan
- b. Provide Orthodontic coverage for bargaining unit members and dependents at 50% reimbursement to a maximum \$2,500 lifetime
- c. Provide Hearing Aids at \$500/1 ear; \$1000/2 ears every 3 years
- d. Expand current \$500 Registered Massage Therapist coverage to include Physiotherapy and Chiropractic treatment to combined max of \$500/person/year

5) Steelworkers Toronto Area Council Member Assistance Fund
The University agrees to pay \$6,900 into the Steelworkers Toronto Area Council Member Assistance Fund upon ratification of the collective agreement and annually on July 1 of each year thereafter.

6) All Letters will be renewed and updated and continue with the exception of Campus Mail and Emergency Closure, which will be incorporated into the body of the collective agreement.

7) All schedules shall continue.

8) All other proposals not expressly agreed upon are hereby withdrawn.

*Retroactive increases apply to members of the Bargaining Unit who were actively employed on the date of ratification.

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

All articles to be re-numbered where applicable.

For Victoria University

For the Union

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

3.06 DELETE EXISTING AND REPLACE WITH

The time limit for filing a grievance alleging sexual harassment under this Collective Agreement shall be no longer than twelve (12) months after the occurrence of the matter which is the subject of the grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee's control prevented the employee from grieving within the time limit. The time limit for filing a complaint under the University's Sexual Harassment Policy alleging sexual harassment shall be as outlined in the Policy. These time limits may be waived by an arbitrator if he/she finds there is reason to do so.

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.

NEW 3.09 – Bullying and Personal Harassment

In accordance with the University's "Statement on Harassment and Violence in the Workplace", the University will provide an environment where members of the bargaining unit are not subjected to bullying and personal harassment. In assessing whether bullying and personal harassment may have occurred, the definitions and standards set out in the University's "Statement on Harassment and Violence in the Workplace", although this statement does not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

An employee may file a grievance alleging a course of conduct amounting to bullying and personal harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome. Such grievance will be filed at Step 2 of the grievance procedure. If not resolved at Step 2, mediation or facilitation with an agreed-upon mediator or facilitator must occur before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

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

Article 7 – Union Representation

7.02 Change to read:

The University agrees to recognize one (1) Steward from among employees who have historically been considered salaried employees, one (1) Steward from among employees who have historically been considered hourly paid employees, and one (1) Chief Steward. The University further agrees to recognize a Unit President designated by the Union.

- 7.03 The University shall be notified, in writing, by the Union of the names of the Union Stewards and ~~Chairperson~~ Unit President and the areas they are representing and any changes made thereto.
- 7.04 The University agrees to recognize and deal with a Union Grievance Committee of not more than two (2) employees, one of whom shall be the ~~Chairperson~~ Unit President.
- 7.05 Union Stewards and the ~~Chairperson~~ Unit President have regular duties to perform on behalf of the University; therefore they will not leave their duties for the purpose of conducting Union business without first obtaining permission from their supervisor. (Such permission shall not be unreasonably withheld.)
- 7.06 The University agrees that the ~~Chairperson~~ Unit President, Stewards, and/or Grievance Committee person shall not suffer any loss of regular straight time pay for time spent in a grievance meeting with the University or in the necessary handling of grievances, provided permission has first been obtained from their supervisor. Such permission shall not be unreasonably withheld.
- 7.07 The parties agree that there will be a joint Labour/Management Committee consisting of up to three (3) representatives selected by the University and three (3) representatives selected by the Union, one (1) of whom shall be the Unit President ~~Unit Chairperson. The staff representative of the Union, the President of the University, and the Bursar of the University will not attend the meetings unless requested by both parties.~~ Meetings will be held at least six (6) times a calendar year and more frequently if mutually agreeable. ~~Minutes of the meeting are to be taken by a secretary who is not part of the Committee.~~ The Committee ~~cannot~~ will not discuss matters that are the subject of ~~a grievance or~~ collective bargaining or alter, modify, or amend the collective bargaining agreement.
- 8.01 The University agrees to recognize and deal with a Negotiating Committee made up of two (2) employees, one of whom shall be the ~~Chairperson~~ Unit President, who have completed their probationary period, selected by the Union, along with a representative of the International Union.

ARTICLE 9 - GRIEVANCE PROCEDURE - Amend where noted

- 9.01 It is the mutual desire of the Parties that complaints with respect to the application, interpretation, or alleged violation of this Agreement shall be ~~adjusted~~ *addressed* as quickly as possible.
- 9.02 ~~It is understood and agreed that an employee or group of employees shall first give the immediate supervisor an opportunity to adjust the complaint. Before any grievance may be filed it is understood that an employee or group of employees will first give the immediate supervisor an opportunity to address a complaint. This step may also be satisfied~~

by the Union raising the complaint with the immediate supervisor on behalf of the employee or group of employees, in which case the Human Resources Manager will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the Human Resources Manager. In order to satisfy this step the grievor(s) or the Union must convey to the immediate supervisor that the issue is being raised as an initial step in the grievance process.

- 9.03 If, after registering the complaint with the ~~Supervisor~~ *Department Head* and such complaint is not settled within five (5) calendar days or within any longer period which may have been agreed to by the Parties, then the following steps of the grievance procedure may be invoked:

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

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

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

- 9.04 The University shall not be required to consider any grievance which is not submitted within twenty-one (21) calendar days after the grievor became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.
- 9.05 If final settlement of the grievance is not reached at Step ~~Three~~ *Two*, then the grievance may be referred in writing by either Party to arbitration as provided in Article 11, Arbitration. If no written request for arbitration is received within the time limits provided in Article 11, the grievance shall be deemed to have been withdrawn and is not eligible for arbitration.
- 9.06 When two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step ~~Two~~ *One* of the Grievance Procedure.
- 9.07 The Union or the University shall have the right to initiate a policy grievance or a grievance of a general nature beginning at Step ~~Three~~ *Two* of the grievance procedure. Any such grievance must be commenced within fourteen (14) calendar days after the Party became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could have initiated a grievance pursuant to the provisions of this article (after the occurrence of the grievance).
- 9.08 The time limits provided in this article and Article 11, Arbitration, are mandatory but may be extended by mutual agreement between the Parties in writing. It is agreed by the Parties that Saturdays, Sundays, and paid holidays shall not be counted as days for the purposes of time limits in this article and Article 11. It is further agreed by the Parties that absence of the grievor, or the individual who is to respond to the grievance at each step in the grievance procedure due to bereavement, approved leaves of absence, and vacation shall extend the time limits in this article by the number of days of the absence. The Parties also agree that s.48(16) of the *Labour Relations Act, 1995*, as amended from time to time, shall continue to apply.
- 9.09 If a response to the grievance is not provided within the time limits provided in the Collective Agreement, the grievance may be advanced by the party initiating the grievance to the next step on the grievance procedure.

ARTICLE 10 – DISCHARGE AND DISCIPLINARY ACTION - Amend where noted

- 10.01 A claim by an employee, who has completed her probationary period, that she has been discharged or suspended, without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step ~~Two~~ *One* of the Grievance Procedure within ten (10) calendar days after the employee receives notice of the discharge or suspension.

- 10.02 An employee who has been dismissed without notice, while at work, may meet with her Union Steward for a reasonable period of time, before leaving the University premises.
- 10.03 Any notice or record of disciplinary action which is intended to form a part of an employee's employment record shall be given in writing with a copy to the Union. All such notices or records shall be permanently removed from the employee's file when ~~thirty-six (36)~~ *twenty-four (24)* months have elapsed since the date of issue, provided there has been no recurrence of a similar infraction.
- 10.04 Employees may review their personnel file, provided that two (2) calendar days notice (not including Saturdays, Sundays, and holidays) is given to the Human Resources Office.

Add:

The employee or the Union may inquire as to the presence of any document in the employee's personnel file and request that said document be removed. If the University and the Union agree that the document is not relevant, the University shall confirm in writing that the document has been removed. Employees are entitled to be accompanied by a union representative to review their personnel file.

- 10.05 At any meeting where discipline will be imposed, management will notify the employee of his/her right to union representation. An employee who will be disciplined or discharged while at work may request the presence of a union representative. If such a request is made, the supervisor will send for a union representative without further discussion with the employee, and the union shall send a union representative immediately and without undue delay.

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

ARTICLE 11 - ARBITRATION - Amend where noted

- 11.01 Either Party to this Agreement may request that a grievance be submitted to Arbitration by making such request in writing addressed to the other Party to this Agreement at any time within thirty (30) calendar days after the decision is given under Step ~~3~~ 2 of the grievance procedure. If no written request for arbitration is received within this time period, the grievance shall be deemed to have been withdrawn and is not eligible for arbitration.

ARTICLE 12 - PROBATIONARY EMPLOYEES, SENIORITY, JOB VACANCIES, TEMPORARY EMPLOYEES, REDUCTION IN THE WORKFORCE AND LAY OFF - Amend where noted

- 12.03 Job Vacancies

(g) *NEW - Upon request, the University shall provide internal applicants with copies of the relevant job description.*

(h) *NEW*

Where a regular part-time non-union staff member is assigned additional duties by the University on a continuing basis that will result in them working more than twenty-four hours per week on a regular basis, they will be deemed to be covered by the collective agreement without the need to post. Such employees will be credited with service and seniority equal to the hours they have worked as a percentage of full-time employment as a salaried or hourly-paid employee as the case may be. The University agrees that it will not use this provision to avoid posting bargaining unit positions.

12.04 ~~Temporary~~ Term Vacancies

(a) ~~Temporary~~ Term vacancies arise when there is a need to replace absent employees or for work on a task or project that has a specified time limit. A temporary vacancy shall not exceed twenty-four (24) months.

(b) When such vacancies are to be filled, the following will apply:

(i) ~~Temporary~~ Term vacancies that are expected to be greater than 6 months in length or that last for longer than six (6) months will be posted *in accordance with the provisions of article 12.03.* Vacancies of less than six (6) month's duration will be filled at the discretion of the University.

(ii) A. If the vacancy is filled with an existing employee, the provisions of the collective agreement will apply, and the employee will return to her job at the end of the assignment.
B. If the vacancy is filled externally, the successful candidate will be hired as a ~~temporary~~ term employee.

(iii) *NEW - Where the University assigns a non-bargaining unit employee to perform a significant portion of a bargaining unit position, the employee will be paid the minimum wage rate for that position under the Collective Agreement and she will be covered by the terms and conditions of the Collective Agreement for the duration of her tenure in that position. Such employees may only be assigned to a bargaining unit position for terms of six (6) months or less. It is agreed that the total length of time a term vacancy is filled in this manner can not be more than six (6) months.*

(c) The employer may request an extension of the time limits in this article, such requests to be granted at the discretion of the Union.

(d) ~~Temporary~~ Term Employees are hired for an appointment of up to twenty-four (24) months. Each temporary appointment shall have a predetermined end date.

~~Temporary~~ Term employees are entitled to the full provisions of the collective agreement with the exception of LTD, pension plan coverage and layoff provisions.

- (e) If a ~~temporary~~ term employee is the successful applicant for a permanent vacancy and completes the probationary period, the employee shall be credited with seniority from the date she was last hired by the University. The University agrees that the purpose of this article is not to avoid the posting of permanent jobs within the bargaining unit. The University agrees to notify the Union in advance of any such temporary employee hired and the reason.
- (f) *NEW- Employees from temporary agencies who are not employees of the University will not be subject to the terms of the collective agreement. Such employees may only be hired for terms of six (6) months or less, and will be paid the greater of the probationary rate/salaried hiring rate, or the rate paid to them by the agency. It is agreed that the total length of time a temporary vacancy is filled in this manner can not be more than six (6) months.*

NEW 12:05 Layoff (replaces existing Articles 12.05 and 12.06)

(a) ~~Reduction in the Workforce~~

In the event of a ~~reduction of the work force~~ layoff, the employee with the least seniority in a classification in the department ~~shall~~ will be laid off, provided that the remaining employees within the classification have the qualifications and ability to do the required work. However, an employee may request, in writing, to waive her rights under this article and accept a layoff instead of a co-worker *in the same department* with less seniority. The Local Union shall be notified of the names of any employees affected by a decision to reduce the work force.

(b) (i) *Temporary Lay-off*

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

(ii) *Indefinite Lay-off*

In the case of an indefinite lay off (i.e., more than twenty (20) weeks' duration), the employee(s) affected will 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.

(iii) This advance notice will not be required when the layoff is caused by circumstances beyond the control of the University.

(c) Employees who are laid off will have the following options:

1) Temporary Layoff

In the event of a temporary layoff that exceeds fourteen (14) calendar days, the laid off employee will have the option of:

- *Ceasing employment with the University and electing enhanced severance pay effective the date of layoff as per the severance pay schedule attached as Appendix "A" hereto; or*
- *accepting the layoff; or*
- *displacing the most junior employee in an equal or lower paying classification within the University, provided the employee is capable of performing the duties of the job with a five (5) day training and familiarization period.*

The employee displaced as a result of the above displacement procedure shall have the option of:

- *Ceasing employment with the University and electing enhanced severance pay effective the date of layoff as per the severance pay schedule attached as Appendix "A" hereto; or*
- *accepting the layoff; or*
- *displacing the most junior employee in an equal or lower paying classification within the University, provided the employee is capable of performing the duties of the job with a five (5) day training and familiarization period.*

The employee displaced as a result of the third displacement shall not have the option of displacing another employee, but shall have the option of:

- *Ceasing employment with the University and electing enhanced severance pay effective the date of layoff as per the severance pay schedule attached as Appendix "A" hereto; or*
- *accepting the layoff.*

2) Indefinite Layoff

The laid off employee will have the option of:

- *Ceasing employment with the University and electing enhanced severance pay effective the date of layoff as per the severance pay schedule attached as Appendix "A" hereto; or*
- *accepting the layoff; or*
- *displacing the most junior employee in an equal or lower paying classification within the University, provided the employee is capable of performing the duties of the job with a five (5) day training and familiarization period.*

The employee displaced as a result of the above displacement procedure shall have the option of:

- *Ceasing employment with the University and elect enhanced severance pay effective the date of layoff as per the severance pay schedule attached as Appendix "A" hereto; or*
- *accepting the layoff; or*
- *displacing the most junior employee in an equal or lower paying classification within the University, provided the employee is capable of performing the duties of the job with a five (5) day training and familiarization period.*

The employee displaced as a result of the third displacement shall not have the option of displacing another employee, but shall have the option of:

- *Ceasing employment with the University and elect enhanced severance pay effective the date of layoff as per the severance pay schedule attached as Appendix "A" hereto; or*
- *accepting the layoff.*

(d) Benefit Coverage

- i. Employees on temporary layoff (twenty (20) weeks or less) may continue coverage for one or more of the benefits set out below (to the extent that the employee was enrolled in these benefits prior to the date of lay off) for the period of the lay off if the employee prepays monthly, in advance, the employee share of the premium or contribution cost of the benefits. The University will continue to pay the employer share of the premium cost of the benefits. Employees on temporary layoff may continue to accrue pension service provided they pay both the employer and employee contributions to the plan.*
- ii. Employees on indefinite layoff who accept the layoff and maintain their seniority rights 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 so long as they maintain their seniority rights under the collective agreement if the employee prepays monthly, in advance, the full premium cost (i.e., both the employee and employer cost) of the benefits.*
- iii. Employees on indefinite layoff who cease employment with the University and elect severance pay effective the date of lay off 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 temporary layoff)*

- iv. No other benefits continue during a temporary or indefinite layoff.*
- (ge) Upon the expiration of the employee's seniority due to layoff, as set out in Article 12.02 the employee shall receive severance as set out in Appendix "A", and the employee's employment shall be terminated.
- (hf) *A temporarily laid off* employee who elects to displace another employee must notify the University of the desire to do so within five (5) calendar days of the receipt of the notice of layoff. *An indefinitely laid off employee who elects to displace another employee must notify the University of the desire to do so within fourteen (14) calendar days of the receipt of the notice of layoff.* Should the employee not be able to displace a less senior employee, then the employee shall be deemed to be laid off.
- (ig) *An employee who is on temporary or indefinite layoff, or has displaced another employee due to layoff (as per Article 12.05), or has been recalled to another position while on lay off shall have first right of acceptance of her last position* should it become available within twelve (12) months of the date the employee was laid off.
- (jh) ~~Recall from layoff shall be in accordance with the provisions of Article 12.03~~ All employees covered by this collective agreement who have been indefinitely laid off, and who have accepted layoff, will be considered internal candidates.
- (ki) Employees who are laid off and end up in lower classifications shall receive the rate of pay for that classification.

ARTICLE 13 - Leaves of Absence - Amend as follows

- 13.01 ~~(a) An employee may be granted a leave of absence for up to ninety (90) calendar days without pay and without loss of seniority if the employee requests it in writing, with reasons, at least two (2) weeks in advance. The leave may be extended for an additional thirty (30) calendar days without pay and without loss of seniority. The University retains the sole discretion in determining whether or not to grant the leave of absence and/or to extend the leave, but the exercise of such discretion shall not be unreasonable.~~
- ~~(b) A leave of absence may be extended if there is a good reason and the University and the Union agree. The employee must request the extension in writing at least two (2) weeks prior to the expiration of the leave, providing reasons for the extension.~~
- ~~(c) The chairperson of the Union will be notified of all leaves granted under this section.~~

An employee may be granted a leave of absence for six (6) months or less without pay and without loss of seniority if the employee requests it in writing, with good reason, at least two (2) weeks in advance. If this leave is less than six months, it may be extended up to a total leave of six (6) months without pay and without loss of seniority provided that the extension is requested in writing at least two (2) weeks prior to the expiration of the leave and that a good reason for the extension is provided.

An employee may be granted a leave of absence of greater than six (6) months and up to one (1) year without pay and without loss of seniority if the employee requests it in writing, with good reason, at least eight (8) weeks in advance. This leave may be extended up to an additional six (6) months without pay and without loss of seniority provided that the extension is requested in writing at least four (4) weeks prior to the expiration of the leave and that a good reason for the extension is provided.

The University retains the sole discretion in determining whether or not to grant the leave of absence and/or to extend the leave, but the exercise of such discretion shall not be unreasonable. The Unit President will be notified of all leaves granted under this section.

Primary Caregiver Leave

Article 13.07 (a)

AMEND:

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)~~ thirty-seven (37) 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.

Article 13.07 (d) - AMEND

- (d) For employees with one (1) year of service or more the University will pay ninety-five percent (95%) of regular straight time wages during the two (2) week waiting period for Employment Insurance benefits and, for the next ~~fifteen (15)~~ sixteen (16) weeks will pay the difference between Employment Insurance benefits and ninety-five percent (95%) of regular straight time wages provided that the employee applies for and receives Employment Insurance benefits. In the case of an adoption the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.

Parental Leave

Article 13.08 (a) - Amend as follows:

(a) ~~Parental leave will be provided in accordance with the Employment Standards Act.~~

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.*

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 eight (8) 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.

13.12 Family/ Floating Leave - Amend as follows:

Family/Floating leave is available to employees who must be away from work because of family or personal commitments. The Union and the University agree that Family/Floating leave days are not additional vacation days and should not be treated as such, and ~~Such leaves~~ that they shall not be used to extend vacation or long weekends.

(a) An employee may request in advance up to ~~two~~ three(2-3)days or ~~four~~ six(6) half days of paid family leave in any year. Such requests shall not be unreasonably denied. Whenever possible employees shall make their need for family leave known to their supervisor at least five (5) days in advance. Reasons for family leave include, but are not limited to care of family members, parent-teacher interviews, school trips or concerts, stepping-in when a regular caregiver is away. Floating days include, but are not limited to, the observance of religious holidays, professional appointments, court appearances, supplementing a bereavement or family leave, writing examinations, and attending to emergency situations.

(b) In arranging these leaves the interests of the University as well as the interests of the employee shall be considered. It is anticipated that the employee will schedule leaves, where possible, so as to minimize the disruption to the operations of the employing department, *and that the employee will provide their manager with the reason for the leave request.*

NEW Article 13.13

Short-term Compassionate or Emergency Leave

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

Article 14 - Sick Leave - Amend as follows

14.02 Sick leave days are accumulated (after completion of an employee's probationary period) at a rate of one (1) day for every one (1) month of service up to a maximum of twelve (12) days each year up to the year ending June 30. The University will allow the accumulation of sick days for carry forward into the next year to a maximum of seventy-five (75) days of sick leave. *During their probationary period, employees are eligible for three (3) sick days.*

14.03 The University will provide a short term disability plan that pays eighty-five (85) percent of the employee's normal weekly earnings for up to fifteen (15) weeks. In order to qualify for the benefit, employees must submit the completed designated application form *after one (1) day on the short-term disability plan.* The plan will pay benefits beginning on the first working day of hospitalization as an in-patient or the fourth working day of absence due to illness or injury. Employees are required to use accumulated sick leave days during the three (3) days waiting period.

NEW 14.10

The University will annually issue a report to each employee detailing the current status of the employee's sick leave bank.

Article 15.01 - Bereavement Leave

Delete and replace with:

The University will grant up to five (5) working days paid leave in the event of the death of an employee's spouse or same-sex partner or child (including step-child), grandchild, parent, parent-in-law, sibling (including step-brother, step-sister), brother-in-law, sister-in-law, and grandparent.

ARTICLE 17 - BULLETIN BOARDS - Amend as follows

17.01 The University agrees to provide bulletin boards in areas accessible to employees in the work place for the purpose of posting meeting notices and official Union information. *Two of these boards will be lockable bulletin boards not to be smaller than 36" by 48".* 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 21 – SAFETY AND HEALTH

21.01

(a) Amend fourth paragraph as follows:

The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work in accordance with the *Occupational Health and Safety Act* ~~2004~~ 2006, where there is an immediate danger to their health and safety or the health and safety of others.

(c) The University agrees to reimburse up to ~~two hundred and fifty~~ three hundred dollars (\$~~250~~300.00) per employee once every two (2) years for employees who require prescription safety glasses for the performance of the employee's duties and where, in the opinion of the University, protective face shields are not appropriate, towards the cost of prescription safety glasses (lens and frames).

ARTICLE 22 – HOLIDAYS - Amend as Follows:

22.01 The University will observe the following holidays: New Year's Day, *Family Day*, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.

ARTICLE 23 – VACATION – Amend as Follows:

23.08

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

(b) An employee who is confined by order of a doctor during her vacation period owing to sickness or accident may request sick leave with pay for the period of time she is confined, provided that she furnishes proof of such commitment to the Human Resources Office. The University will adjudicate such requests at its sole discretion on a case by case basis. The period of confinement may be rescheduled as vacation at a future date mutually agreeable to the employee and the employee's supervisor.

NEW 23.10

The University will annually issue a report to each employee detailing the current status of the employee's vacation accrual.

ARTICLE 24 - WAGES - Amend as follows:

24.02 Temporary Transfers

An employee who is temporarily transferred to a higher paying job will be paid at the rate of pay, for that job, that is closest to but *at least three percent (3%)* higher than their current rate of pay for all the time worked in the higher paying job.

ARTICLE 25 - Hours of Work and Overtime - Amend as follows

NEW Article 25.02 (c)

Where possible, the University will provide a minimum of one (1) month's notice of a change in an employee's regular hours of work. This notice will not be possible where schedules must be modified in response to the University's business requirements, for example conferences, events, functions and authorized leave coverage. This article shall not apply to employees in Housekeeping and Food Services from May 1st to August 31st inclusive.

25.03

All authorized work performed in excess of eight (8) hours in a day or forty (40) hours per week for hourly employees and all authorized work performed in excess of seven (7) hours in a day or thirty-five (35) hours per week for salaried employees, will be paid at the rate of time and one-half (1 1/2x) the employee's regular straight time rate of pay. Overtime may be accumulated in an overtime bank, instead of being paid, if agreed between the employee and the supervisor, subject to the provisions of Article 25.08. This provision shall not apply when flex time arrangements are being worked. *Paid holidays observed under Article 22.01 shall be deemed to be hours worked for the calculation of overtime under this article.*

NEW Article 30 - Letters of Intent, Understanding, and Agreement

All letters of Intent, Understanding and Agreement, and Schedules are incorporated by reference into the Collective Agreement and are subject to grievance and arbitration procedures.

NEW Article 31 - Steelworkers Toronto Area Council Members Assistance Fund

Victoria University agrees to pay \$6,900 into the Steelworkers Toronto Area Council Members Assistance Fund upon ratification of this collective agreement and annually on July 1st of each year thereafter.

NEW Article 32 - Emergency Closure - This letter of understanding has been incorporated into the body of the collective agreement.

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

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

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

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

NEW Article 33 - Campus Mail- This letter of understanding has been incorporated into the body of the collective agreement.

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

Schedule A - Wages and Job Classifications

Notes to Wage Grid for Salaried Staff

AMEND first sentence of number one as follows:

Where an employee is appointed to a classification in a higher salary grade, the employee's salary will be increased to the salary step in the higher salary grade closest to, but *at least three percent (3 %)* more than, the employee's salary in the lower grade.

NEW

Appendix C - Employee Child-Care Benefit Plan

1. *members with a dependent child under the age of seven will be eligible for reimbursement of child care expenses as follows:*
 - (a) *The maximum half-day reimbursement will be \$10.00 per day. A half-day is defined as a minimum of four (4) hours to a maximum of six (6) hours of care, or where the parent is being charged a half-day rate by the child care provider.*
 - (b) *The maximum full-day reimbursement will be \$20.00 per day. A full-day rate is defined as six (6) or more hours of care, or where the parent is being charged a full-day rate.*
 - (c) *Reimbursement is limited to fifty percent (50%) of the lesser of (i) the amount actually paid, and (ii) the usual and customary amount charged by the service provider for the same child care services. Between January 1 and February 1, 2010 and between January 1 and February 1 of subsequent years, Members must provide to the university, in a single package, detailed receipts substantiating the child care expenses in respect of which reimbursement is sought for the previous calendar year along with proof of payment (e.g., credit card receipt, front and back of cancelled cheque, or a validated receipt). Reimbursement in respect of a calendar year shall be made in one lump sum cash payment, less applicable withholdings, if any.*
 - (d) *reimbursement will be made only for child care expenses (as defined in the ITA) incurred by the Member. The University makes no representations as to whether a deduction from income is available under the ITA in respect of any amounts paid or payable under this plan.*

- (e) *If both parents are eligible for reimbursement under this plan, only one shall be entitled to claim reimbursement under this plan in a calendar year.*
- (f) *The plan maximum of \$2,000 per child will be provided annually, based on a calendar year. The amount will be prorated for less than full-time equivalent employment. A Member who has been appointed for less than the full calendar year shall be entitled to a pro rata amount for that year. There are no carryover provisions if the full \$2,000 is not used in any given year.*
- (g) *The terms "child care expense" and "eligible child" in this plan shall have the meanings given to them in subsection 63(3) of the ITA. The term "child" shall have the extended meaning given to that term in subsection 252(1) of the ITA such that, where used in this plan, the term "child" shall include a natural, step, common-law or adopted child or ward under the age of seven.*
- (h) *The value of the annual eligible claims under this plan shall not exceed \$30,000.00. If, in any given year, the value of the eligible claims under this plan is greater than \$30,000.00, all claims will be reimbursed on a pro-rated basis.*

LETTER OF UNDERSTANDING – Union Meetings

AMEND as follows:

Provided the University is able to meet its operational requirements, 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 *one* general Membership meetings of the Local Union.

Whenever practicable, the Union will advise the University the date of the meeting no later than four (4) weeks prior to the meeting. In the event that the University is not provided with four (4) weeks notice, release of employees to attend such meetings shall be subject to operational and safety considerations.

For two other general membership meetings held each year during normal business hours, provided the University is able to meet its operational requirements, employees will be given time off (not to exceed two (2) hours) up to two (2) times per year to attend general Membership meetings of the Local Union. Employees shall be given the opportunity to make up such hours at times mutually agreed to between the employee and the University.

Provided the Union gives the University sufficient advance notice to schedule the room, the Union may use the University meeting room at no cost for general Membership meetings of the Local Union.

LETTER OF INTENT – Fee Waiver for Dependents

AMEND the last sentence of "Procedures" as follows:

"The approved Tuition Waiver is returned to the staff member who will keep one copy and present one copy, ~~to the University of Toronto Fees Department or to the fees office of a Federated College if the student is enrolling in a Federated College~~ to the appropriate fees office."

LETTER OF INTENT - PENSION BRIDGING BENEFIT

The University will provide for a bridging benefit for employees who retire before age 65 during the period from *July 1, 2008 until June 30, 2011* under the provisions of Article 8 of the University's Pension plan as follows:

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

NEW - Letter of Understanding - Staff representation on the Board of Regents.

The University agrees to establish a process, in consultation with the Union and other staff groups and the Nominating, Appointments and Governance Committee of the Board, through which an administrative staff member may be elected to the Board.

NEW - Letter of Understanding - Career Transition Services for Employees on Indefinite Layoff

The University will pay for employees who are indefinitely laid off to have access to the University of Toronto's Career Transition Services, which may include career counseling, computer skills, training support, resume preparation, and external job search support.

NEW - Letter of Understanding - Residence Life and Campus Life Staff

This letter of agreement concerns the positions of Residence Life Coordinator, Campus Life Coordinator, and Assistant Dean (Residence Life) (the "Residence Life and Campus Life Staff.")

In addition to their salaries under the collective agreement, some Residence Life and Campus Life staff receive compensation in the form of a taxable housing and parking benefit that

provides them with housing and parking on campus throughout the calendar year. This benefit is compensation, inclusive of call-in and on-call pay, for Residence Life and Campus Life staff who are selected by the Dean of Students to work in a rotating on-call system, which provides twenty-four hour a day, seven day a week coverage for emergencies involving students in residence. Those staff who participate take turns being on-call, and create the on-call schedule themselves with the approval of the Dean of Students. During the periods when they are on-call, staff carry an emergency cell phone so that they can be reached at all times. On-call responsibilities are required of the staff only from the middle of August, when the residence dons return to campus for training, to mid-May, when students move out of residence.

Much of the required work of the Residence Life and Campus Life staff does not take place during the University's normal hours of business (9:00 am to 5:00 pm, Monday to Friday). The schedule for these positions is irregular as the staff must plan their work primarily in response to the needs of students, who do not maintain schedules that are consistent with the University's normal hours of business. As a result, the Dean of Students cannot pre-approve work schedules and overtime for Residence Life and Campus Life staff, and these staff are expected to manage their overtime and to keep the Dean of Students apprised of their work schedules. Overtime is compensated by lieu time, earned on an hour for hour basis. Residence Life and Campus Life Staff are expected to manage their lieu time by working a reduced number of hours in slower periods by mutual agreement with the Dean of Students. Dues to seasonal fluctuations in their work, Residence Life and Campus Life Staff regularly accumulate more than twenty-four (24) hours in their lieu time bank during busy periods, and regularly take periods of lieu time in excess of twenty-four (24) hours during slower periods by mutual agreement with the Dean of Students.

NEW - LETTER OF AGREEMENT - NEW JOB EVALUATION SYSTEM

Amend current language by deleting second and third paragraphs and adding the following:

(1) Given the requirements of the Pay Equity Act , the fact that the current Job Evaluation/Pay Equity process has been ongoing since 2002 and the parties did not, despite best efforts, achieve the time limit of March 31, 2008 for completion of the process, the parties agree that the following measures are necessary to ensure the timely completion of this process and the provision of equitable compensation as required by the Pay Equity Act.

(2) The University agrees that it will make the completion of this process an urgent priority and will devote the resources it deems necessary, including appropriate staff time, to ensure that the above noted Job Evaluation/Pay Equity Process is completed as quickly as possible. In particular the parties agree that the job class identification and job class rating processes and weights will be completed within four months of the completion of the same process at the University of Toronto. The Union agrees to devote the resources it deems necessary to meet this deadline as well.

(3) The Union's Job Evaluation Committee will be composed of the Unit President, the Union Job Evaluation Representative and two USW Staff Representatives. The University will provide the members with leaves of absence from their regular work in accordance with Article 13.04 of the Collective Agreement. The University shall pay one hundred percent (100%) of the wages of a forty percent (40%) FTE position for one bargaining unit member, selected by the Union, for work on the process, until its completion.

(4) For the a period of four months commencing on the completion date named in (2) above, the parties will meet to negotiate with respect to the following:

- the bands to determine job classes of comparable value
- the pay structure for the bargaining unit.
- the treatment of employees paid in excess of the pay equity job rate.
- The effective date of adjustments.
- The implementation schedule for those adjustments.

(5) Implementation of the new salary structure 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.

(6) Once agreement has been reached on the issues in paragraph 4, above, the Union and the University will set out in a Pay Equity Plan the results of this job evaluation/pay equity process. This Plan will include a description of the methodology and process used to reach the results and the necessary pay adjustments which are required to implement this process. The Plan will be posted so it is accessible to all members of the bargaining unit.

(7) The parties agree to determine the bands, weightings and terminology (e. g. type of work, job group, job class) for the hourly paid jobs in the Victoria University unit based on the work already completed by the Joint Job Evaluation Committee.

(8) The parties agree to use the same terminology and job class designations for Victoria University salaried jobs as is used at the University of Toronto. Individual salaried jobs that are not represented in the University of Toronto Staff Appointed Unit will be rated in accordance with the process previously followed by the Joint Job Evaluation Committee.

(9) The Union and the University agree that there is an ongoing obligation under the Pay Equity Act to continue to maintain pay equity. The parties agree that the maintenance process will be the subject of negotiation in the collective bargaining process for the next renewal collective agreement. The parties will negotiate any ongoing maintenance processes in the next round of collective bargaining.

(10) Any requests for re-classification will continue to be handled in the University's current job evaluation system until the SES-U system is fully implemented at the University.

(11) Any disagreements that may arise until the completion of this process will be referred to the referees as set out below.

(12) The referees are job evaluation experts assigned by each party to jointly review any outstanding disputes and are given the authority to make final and binding decisions.

(13) Any disagreements not resolved by the referees will be referred to Arbitrator Mary Ellen Cummings who will be appointed and given full authority to decide any outstanding disputes by mediation/arbitration. The costs of the mediation/arbitration will be shared equally by the parties.

(14) The provisions of Article 24.04 will not apply to the implementation of the SES-U process.