

THURSDAY, NOVEMBER 2, 2017 @ 5:45PM

MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(hereinafter referred to as "the University")


-and-


THE UNITED STEELWORKERS, LOCAL 1998 (CASUAL)
(hereinafter called "the Union")


MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT


1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.
2. The term of the renewal collective agreement shall be from July 1, 2017 to June 30, 2020.
3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expires on June 30, 2017, provided, however, that the following amendments are incorporated:
4. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto.
5. The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties.
6. All attached items numbered 1 to 28 are incorporated.

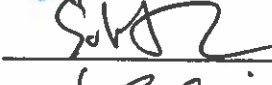
FOR THE UNIVERSITY












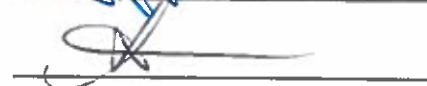


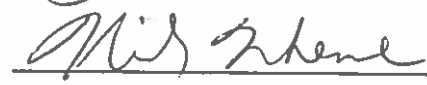


FOR THE UNION









DATED AT TORONTO THIS 2nd DAY OF NOVEMBER 2017



University of Toronto Economic Proposal – CONFIDENTIAL – November 2, 2017 @ 5:45PM

ARTICLE 19: WAGES

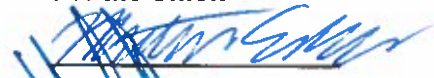
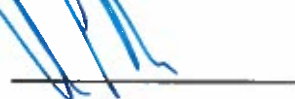
19:01 Effective on the date of ratification of the ~~2014-2017~~ 2017-2020 renewal collective agreement, bargaining unit employees will be paid no less than ~~thirteen (13) dollars and fifteen (15) cents~~ fifteen (15) dollars per hour or, where the employee is assigned by the University to perform a significant portion of the duties of a staff appointed position, the minimum rate on the salary grid for that position.

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

For the University

For the Union

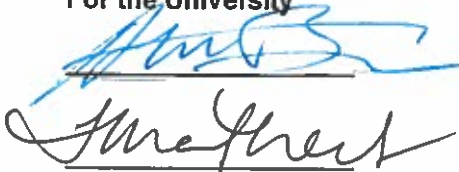



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

ARTICLE 20: TERMINATION

- 20:01 This Agreement shall be effective from July 1, ~~2014~~ 2017 by both parties and shall continue in effect up to and including the 30th day of June, ~~2017~~ 2020, and shall continue automatically thereafter for annual periods of one (1) 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.
- 20:02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 20:01, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

For the University



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For the Union



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Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

LETTER OF INTENT: Conversion to Staff-Appointed Status

DATE

Omero Landi
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Landi,

During the recent collective bargaining negotiations, the Union expressed concern about situations where some bargaining unit employees have met the criteria for conversion to staff-appointed status as set out in Article 2:02 yet have not been converted to staff-appointed status in accordance with that Article.

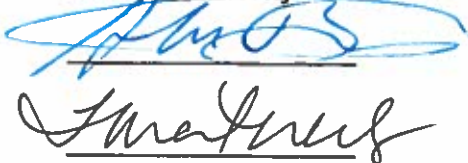
To address this concern, the University will undertake a review of all Casual employees in the bargaining unit ~~on an annual basis~~ twice per year on or about May 1st and November 1st each year of the collective agreement. The University shall determine which, if any, Casual employees meet the criteria set out in Article 2:02 and convert those Casual employees who meet the criteria to staff-appointed status in accordance with the applicable provisions of the collective agreement.

For clarity, the University shall undertake the first such **annual** review on or about November ~~15~~, 2017 and shall determine which, if any, Casual employees meet the criteria set out in Article 2:02 as of that date. The University shall convert those Casual employees who meet the criteria to staff-appointed status in accordance with the applicable provisions of the collective agreement.

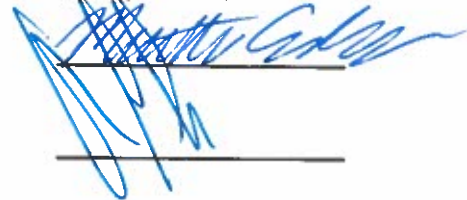
Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University



For the Union

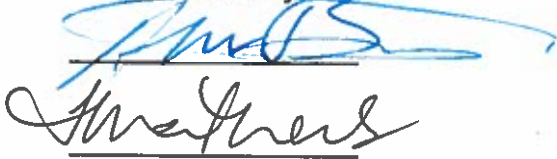


Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University and the Union agree to **RENEW, AMEND or DELETE** as specified below the following Letters of Agreement/Understanding/Intent for the term of the renewal Collective Agreement:

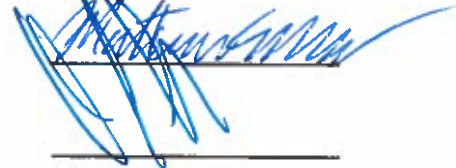
- Letter of Intent: Wage Increase Where Rates for Casuals are Linked to Staff-Appointed Rates (p.17) – **AMEND**
- Letter of Intent: Accommodation (p.18) – **RENEW**
- Letter of Intent: Casual Bargaining Unit Data (p.19) – **RENEW**
- Letter of Understanding: E-Mail Addresses (p.20) – **RENEW**
- Letter of Intent: Orientation for New Employees in Hart House, Division of University Advancement and the Faculty of Kinesiology & Physical Education – Pilot Project (p.21) – **RENEW**
- Letter of Intent: Use of Temporary Office Staffing Agencies (p.22) – **RENEW**
- Letter of Intent: Posting for University of Toronto Student Casual Positions (p.23) – **RENEW**
- Letter of Intent: Definition of Casual Worker – Non-University of Toronto Students (p.24) – **RENEW**
- Letter of Intent Re: Biometrics (p.25) – **RENEW**
- Letter of Intent: Meeting Regarding the Determination of Pay Rates for Casual Employees (p.26) – **AMEND**
- Appendix X - Letter of Intent: Orientation (p.29) – **RENEW**
- Appendix X - Letter of Intent: Notice of Assignment (p.29)- **DELETE**
- Appendix X - Letter of Intent: Physical Space and Tools (p.29) - **RENEW**

For the University



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For the Union



A blue ink signature is written over a horizontal line.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

**LETTER OF INTENT: MEEETING REGARDING THE DETERMINATION OF PAY RATES
FOR CASUAL EMPLOYEES**

March 17, 2016 Date

Omero Landi
Staff Representative Area Coordinator
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

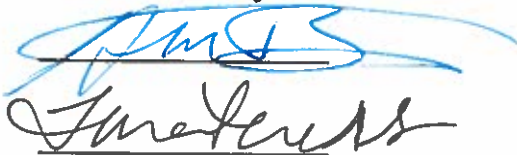
Dear Mr. Landi,

The University agreed to meet with the Union during the term of the ~~2014-2017~~ **2017-2020** renewal collective agreement to explain its guidelines for determining the pay rates of Casual employees who perform a significant portion of the duties of a Staff-Appointed position in accordance with Article 19: Wages of ~~2014-2017~~ **2017-2020** renewal collective agreement.

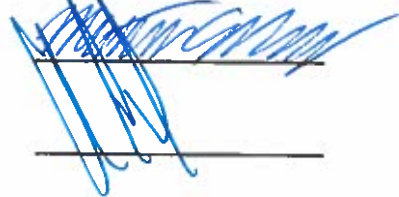
Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Conversion to Staff-Appointed Status

2:02

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

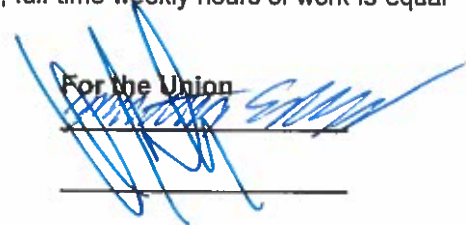
For clarity, if a UTEMP employee's contract is extended in the same position, in the same department with the same reporting relationship so as to convert under the provisions of Article 2:02, then the hours worked under the UTEMP contract will count towards conversion.

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.

For the University



For the Union





Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Personal Emergency Leave

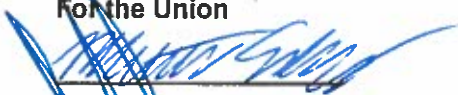
13:04 An employee is entitled to take up to ten (10) days unpaid Personal Emergency Leave as described in the Employment Standards Act or other applicable legislation, as amended from time to time.

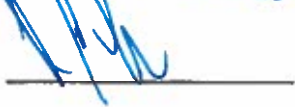
For the University





For the Union



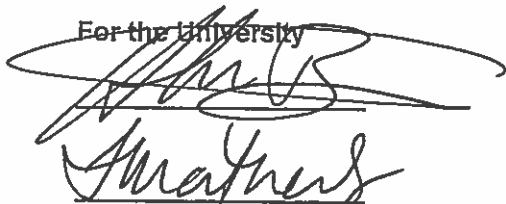


Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

ARTICLE 1: PURPOSE OF AGREEMENT

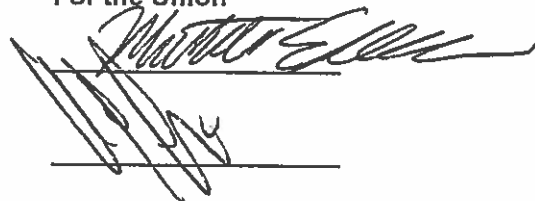
- 1:01 The general purpose of this Agreement is to secure the benefits of collective bargaining, a method of settling any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, and to set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the University and the Union.
- 1:02 In addition to the terms and conditions set out in this collective agreement, the terms and conditions of employment for bargaining unit employees will be subject to and in accordance with the relevant provisions of the *Employment Standards Act of Ontario* and any other applicable legislation.

For the University



A handwritten signature in black ink, appearing to be 'Matthews', written over a horizontal line.

For the Union



A handwritten signature in black ink, appearing to be 'Matthews', written over a horizontal line.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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. The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University.
- (b) The University and the Union agree to uphold the Ontario Human Rights Code and will not under any circumstances permit employment practices and procedures in contravention of it. The University and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, gender orientation, gender identity, gender expression, 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, as those terms are defined in the Ontario Human Rights Code (if applicable), subject to the Ontario Human Rights Code provisions related to unless the employee's record of offences is a reasonable and bona fide occupational qualification because of the nature of the employment.~~

Sexual Violence and Sexual Harassment

3:02 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.~~

3:03 The University will provide an environment where employees are not subjected to sexual violence and sexual harassment. Employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the Ontario Human Rights Code, the Occupational Health and Safety Act and the University's Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

For clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual violence" as meaning: "any sexual act or act targeting a person's sexuality, gender identity or gender

expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes Sexual Assault, Sexual Harassment, stalking, indecent exposure, voyeurism, and sexual exploitation."

For clarity, the current Ontario Human Rights Code provides that "[e]very person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee." For further clarity, the current Ontario Human Rights Code defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". For further clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual harassment" as including: "any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."

3:04 Employees making a report under the University's Policy on Sexual Violence and Sexual Harassment shall have the right to be accompanied by a Union representative at any stage of the process.

3:05 The time limit for making a report under the University's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual harassment under this Collective Agreement shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the report/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.

A grievance alleging sexual violence or sexual harassment shall be filed at Step 3. The Vice-President, Human Resources & Equity (or designate) will give a written decision to the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 11 of this Collective Agreement.

3:06 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

3:07 An employee who makes a report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

3:08 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

3:09 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are USW members, both the Complainant and the Respondent shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

~~3:03 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;~~

12

- ~~(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 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.~~

~~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

3:0410 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~~ Anti-Racism and Cultural Diversity 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.

General Harassment

3:0511 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

Bullying and Personal Workplace Harassment

3:0612 The University will provide an environment where ~~members of the bargaining unit employees~~ are not subjected to bullying and personal workplace harassment. Employees will not engage in workplace harassment. In assessing whether bullying and personal workplace harassment may have occurred, the definitions and standards set out in the Occupational Health and Safety Act and the University's Civility Guidelines Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct, and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. For clarity, the current Occupational Health and Safety Act defines "workplace harassment" as: "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome."

For clarity, workplace harassment may occur while on University of Toronto premises and in work-related activities or social events occurring off-campus. For clarity, workplace harassment that occurs through electronic means is covered by this Article.

An employee may file a grievance alleging a course of conduct amounting to bullying and personal workplace harassment if, after the University has exhausted any applicable internal steps to respond

to the situation, the employee is dissatisfied with the outcome or if, after 45 days have elapsed from the date the written complaint was brought to the attention of the University, identifying the conduct alleged to constitute ~~bullying and personal~~ workplace harassment, the University has not provided the employee with a response to the complaint. Such grievance will be filed at sStep 3 of the grievance procedure. If not resolved at Step 3, the parties may agree to mediation or facilitation before an agreed-upon mediator or facilitator 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.

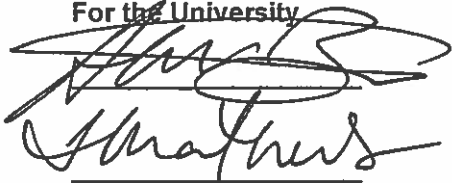
No Reprisal

3:07-13 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.

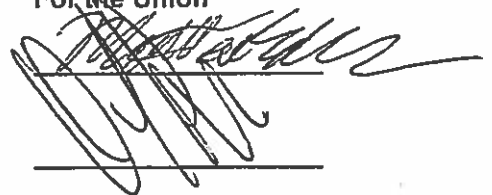
Further, every employee has a right to a workplace free of harassment, discrimination, reprisal or retaliation. Accordingly, every employee may bring forward, provide information regarding, assist, or otherwise be involved in the resolution of a complaint without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge, whether that complaint is brought forward through a grievance under the collective agreement or a complaint in accordance with another University Policy or Guideline, provided that the employee is not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. For clarity, there will be no reprisals against any employee who brings forward a complaint of harassment and/or discrimination within the meaning of Article 3 of this collective agreement provided that they are not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. Both Respondents and Complainants shall be made aware of this Article.

Any allegation(s) of reprisal or retaliation may be the subject of a grievance commencing at Step Two of the Grievance Procedure.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

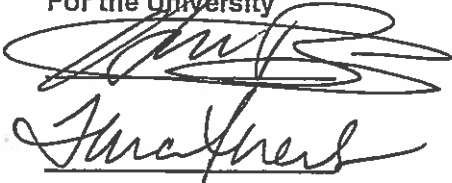
Information to Employees

6:06 The Employer agrees to inform all new employees that a Union Agreement is in effect.

The hiring Department shall provide to all employees a one-page (letter-size, single or double-sided) statement about the Union, prepared by the Union, provided that the statement is first forwarded to the Executive Director, of Labour Relations (or his/her designate) for information and approval as to its factual accuracy. If the Executive Director, of Labour Relations (or designate) does not provide notification of errors or inaccuracies to the Union within two (2) weeks of receiving the statement, the information shall be presumed to be acceptable. The statement shall be provided at or prior to the start of duties.

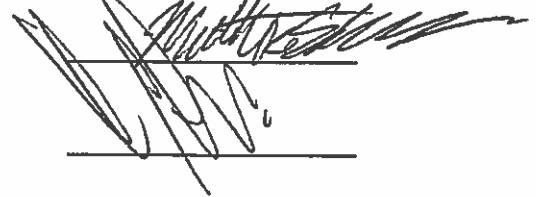
UTEMP agrees to inform all new employees that a Union Agreement is in effect and shall provide all employees with this letter at the time they receive their first assignment.

For the University



A handwritten signature in black ink, appearing to be 'J. Smith', written over a horizontal line.

For the Union



A handwritten signature in black ink, appearing to be 'M. Smith', written over a horizontal line.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

ARTICLE 7: UNION REPRESENTATION

7:01 The University acknowledges the right of the Union to appoint or otherwise select, from among the members of the bargaining unit, up to seven (7) Union Stewards a Unit Grievor and a ~~Chairperson~~ Unit President for the purpose of representing employees in the handling of grievances.

For clarity, if any of these individuals convert to Staff-Appointed status under Article 2:02 of the Staff-Appointed collective agreement during their elected/appointed term, it is understood that they may continue to be covered by this article for the remainder of their elected/appointed term.

Where the parties agree, the Union may designate more than one (1) Steward per division. However, there may not be more than one (1) Steward per department.

7:02 The Union shall notify the University, in writing, of the names of the Union Stewards the Unit Grievor and ~~Chairperson~~ Unit President and will promptly notify the University, in writing, of any changes thereto.

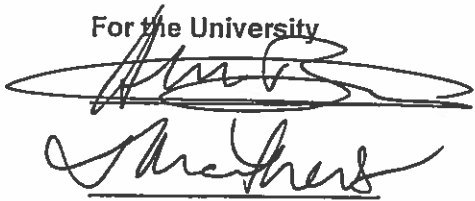
7:03 Union Stewards, the Unit Grievor and the ~~Chairperson~~ Unit President have regular duties to perform on behalf of the University; therefore, they will not leave their duties for the purpose of handling grievances without obtaining the permission of ~~his/her~~ their supervisor. Such permission shall not be unreasonably withheld.

7:04 The University agrees that Stewards, the Unit Grievor and the ~~Chairperson~~ Unit President shall not suffer any loss of regular straight-time pay for time necessarily spent in the handling of grievances.

7:05 The University agrees to recognize and deal with a Union Grievance Committee made up of a ~~Chairperson~~ Unit President or Unit Grievor and a Steward for a committee of two (2).

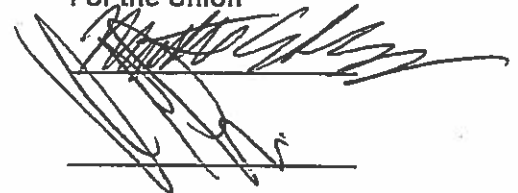
7:06 If an authorized representative of the Union wants to speak to a member of the bargaining unit about a grievance or other official business, ~~he/she~~ they shall advise the Supervisor, or ~~his/her~~ designated representative, who shall then call the member to an appropriate place where they may confer privately. The Union representative will make every effort to have any such meeting during the employee's non-working hours. The representative of the Union will provide the Supervisor with as much notice as possible. The Supervisor may deny the request if it unduly interferes with operations.

For the University



A handwritten signature in black ink, appearing to be 'M. Smith', written over a horizontal line.

For the Union



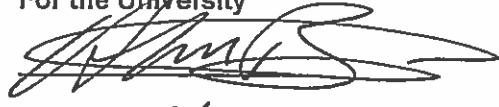
A handwritten signature in black ink, appearing to be 'J. Smith', written over a horizontal line.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.


ARTICLE 8: NEGOTIATING COMMITTEE

- 8:01 The University agrees to recognize and deal with a Negotiating Committee of not more than four (4) bargaining unit employees ~~selected by the Union and the Chairperson one of which shall be the Unit President~~, along with the International Union Representatives and Local Unit President.
Union Rep
- 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. These hours spent in negotiations during which the bargaining unit employees would otherwise have been at work shall count as hours worked for the purposes of the collective agreement.
- 8:04 Up to four (4) members of the Negotiating Committee shall each be granted as preparation time two days off with pay at eight (8) hours' regular straight-time pay. All this preparation time off work shall be scheduled at a mutually agreeable time and not more than thirty (30) days prior to the expiry of the collective agreement.

For the University


Matthews

For the Union

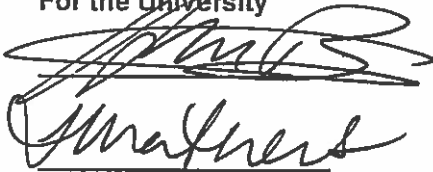


Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

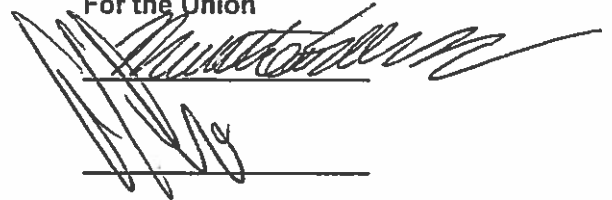
9:06 The time limits provided in this Article may be extended by mutual agreement between the parties in writing.

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

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

ARTICLE 10: DISCHARGE AND DISCIPLINARY ACTION

10:01 Subject to paragraph a), employees in the bargaining unit 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 discharge or substitute or provide any other remedy in the case of discharge, unless the discharge was discriminatory contrary to Article 3:01 of this Agreement.

a) Notwithstanding the above, employees who have worked in the same casual position with an appointment of at least sixty percent (60%) for more than twelve (12) months of active employment may file a grievance alleging that they have been discharged without cause if a written statement of such grievance is lodged at Step One of the grievance procedure within fifteen (15) working days after the employee received notice of discharge.

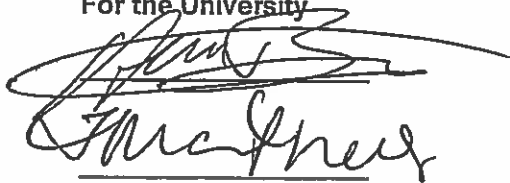
b) For clarity, it is understood and agreed that paragraph a) does not apply to the ending of a casual employee's employment for any of the following reasons:

- The end of the term for which the casual employee was engaged, whether this was a term that was for a specific time period or a term necessitated by another employee being on a leave of absence of uncertain duration;
- The completion of the task for which the casual employee was hired;
- Reduction or elimination of funding; or
- Any other reasons related to operational or budgetary conditions.

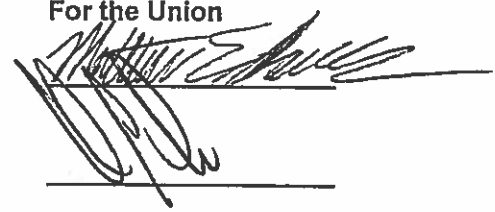
10:02 An employee who will be disciplined or discharged for cause, i.e. not terminated in accordance with the terms of the employee's contract or letter of employment, while at work, will be notified of their right to have a Union Steward attend such a meeting in which such discipline or discharge will be issued. If the employee requests representation by a Union Steward, the supervisor will send for their 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.

10:0203 Any notice of disciplinary action which is intended to form a part of an employee's employment record shall be given in writing with a copy to the Union. All such notices or records shall be permanently removed from the employee's file when twenty-four (24) months have elapsed since the date of issue, provided there has been no recurrence of a similar infraction.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

ARTICLE 12: GENERAL

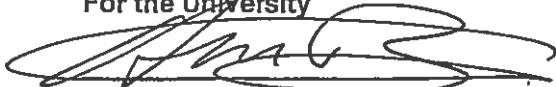
12:01 The University will continue to provide the Union, on a monthly basis (with a compatible electronic copy) a list that includes: employee name, gender, number of hours worked on a monthly basis, gross pay in the pay period, e-mail address where available, and latest campus mail address. Casual employees hired for a term of more than one (1) month will be provided with an email address and it will be included in this list.

On a quarterly basis, the University will provide the Union with a list of employees who have converted to staff-appointed status.

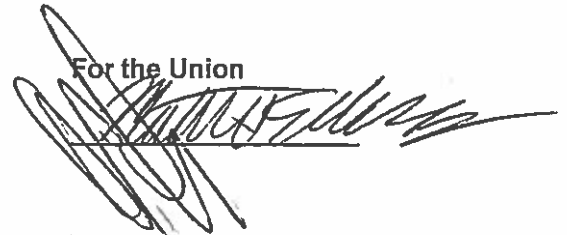
On a quarterly basis the University will also provide a list of employees' home addresses. In addition, the University will provide a list of the employees' Divisions, current Department, personnel numbers, hours worked, student status (full-time or part-time) where applicable, UTEMP status where applicable, staff-appointed rate where applicable, and leave replacement status (including the position number of the staff-appointed position being replaced) where applicable.

12:02 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director, of Labour Relations or ~~his or her~~ designate, University of Toronto, 215 Huron Street, 8th floor, Toronto, Ontario M5S 1A2, and the Staff Representative (Toronto) or his or her designate, United Steelworkers, 25 Cecil Street, Toronto, Ontario, M5T 1N1.

For the University


Matthews

For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

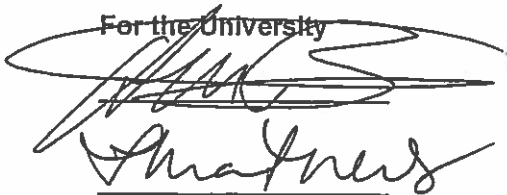
Union Leave

13:02 Employees who are elected as Union Stewards, Unit Grievor or Unit President shall be granted a union 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 Executive Director, of Labour Relations or designate who shall notify the appropriate supervisors. Such leaves shall not exceed five (5) days per year in total per Steward employee.

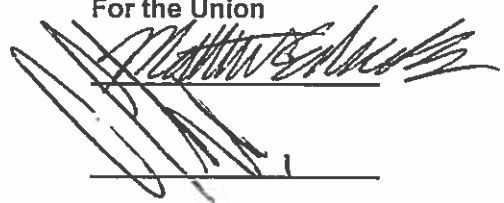
An employee will be responsible to trade shifts with another employee for the date(s) of a union leave. Where the employee can demonstrate that this is not possible, the University will continue to pay the employee and the Union will be required to reimburse the University for regularly scheduled hours not worked by the employee as a result of the union leave.

Time spent on union leave of absence in accordance with this Article during which the bargaining unit employee would otherwise have been at work shall count as hours worked for the purposes of the collective agreement.

For the University



For the Union



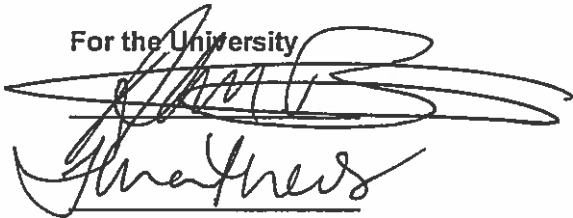
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Relief for Union Service

13:03 Provided that it will not unduly interfere with operations, the University will allow an employee to assume an official position with the International Union or within the Local Union for up to one (1) year. The employee will be relieved of all scheduled shifts during the period of union service. A request for relief for union service will be made in writing by the Union as far in advance as possible, but in any event at least one (1) month prior to the commencement of the relief period. Relief for union service shall be limited to not more than two (2) employees from the bargaining unit at any time. The University will grant year to year extensions with at least one (1) months' written notice prior to the end of the year.

The employee will not have any entitlement to a position in the bargaining unit at the end of the period of union service, however, ~~he/she~~ the employee will be permitted to apply, as a regular applicant, to positions in the bargaining unit. Without limiting the generality of the foregoing, in the event that the period of union service ends during the term of the employee's current casual contract and the University continues to require the work covered by that contract, the employee may return to work for the remainder of that contract in accordance with its terms and conditions, except where such contract pertains to grant funded and/or research related work. For clarity, the employee is not entitled to return to grant funded and/or research related work regardless of when the period of union service ends.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

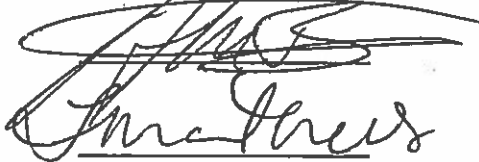
ARTICLE 15: BEREAVEMENT LEAVE

15:01 The University will grant up to five (5) consecutive days of leave with no loss of pay for scheduled shifts at the time of 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).

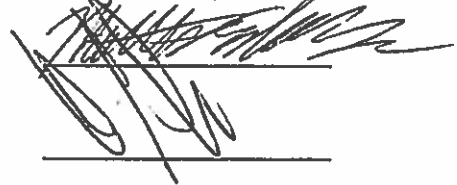
If shift(s) for the employee have not yet been scheduled at the time the need for the bereavement leave arises, but would have been scheduled in the absence of the bereavement leave, then the employee will be paid for any shift(s) that would have been scheduled if the employee were not on bereavement leave during the five (5) consecutive day leave period.

For clarity, scheduling in all circumstances is determined at the sole discretion of the employee's supervisor.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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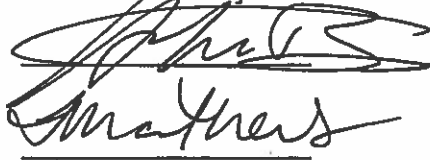
ARTICLE 16: HEALTH AND SAFETY

- 16:01 The University is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe conditions on its premises. The University endeavours to provide a hazard free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programmes and procedures.
- 16:02 The University requires that health and safety be a primary objective in every area of its operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.
- The University shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment.
- 16:03 Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community.
- 16:04 The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work in accordance with the *Occupational Health & Safety Act of Ontario* where there is an immediate danger to their health and safety or health and safety of others.
- 16:05 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.
- 16:06 The University will provide the Union with copies of all Workplace Safety and Insurance Board (WSIB) Form 7 Employers' Report of Injury/Illness for members injured on the job.**

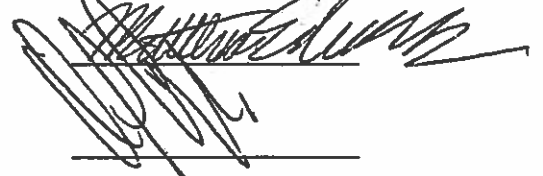
Pregnancy

~~16:0607~~ In assessing the health and safety of work, the University shall consider the special risks that may apply during pregnancy. Pregnant employees may request a workplace assessment by the Office of Environmental Health and Safety. **The employee will have the right to have a Union representative in attendance during the assessment.** Where risks or hazards are identified by EH&S through such an assessment the University will arrange reasonable accommodation where appropriate.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

NEW

LETTER OF UNDERSTANDING: Domestic Violence

DATE

Mr. Omero Landi
Area Coordinator
United Steelworkers
25 Cecil Street
Toronto, Ontario M5T 1N1

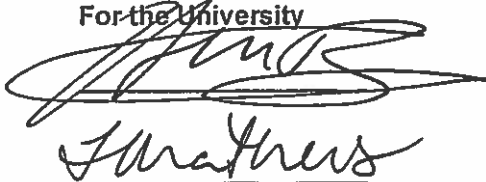
Dear Mr. Landi,

The University and the Union agree that all employees have the right to be free from domestic violence. The University recognizes the importance of providing timely and flexible assistance and support to employees experiencing domestic violence. Such assistance and support must be specific to individual needs. Accommodation and support that may be considered include but are not limited to access to campus and community support, including Human Resources, Health & Well-Being Programs & Services, the Community Safety Office, and the Sexual Violence Prevention and Support Centre.

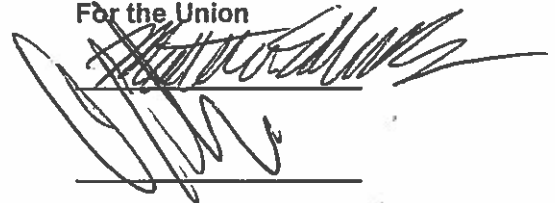
Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

APPENDIX X

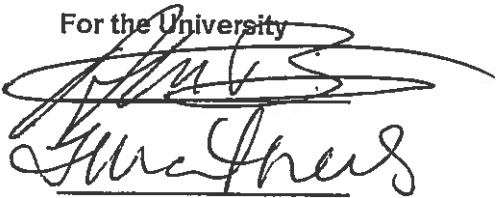
Union Leave

13:02 Employees who are elected as Union Stewards, Unit Grievor or Unit President shall be granted a union 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 Executive Director, of Labour Relations or designate who shall notify the appropriate supervisors. Such leaves shall not exceed five (5) days per year in total per Steward employee.

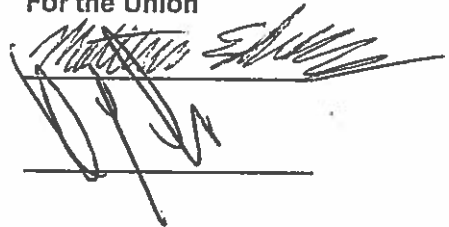
The University will continue to pay the employee and the Union will be required to reimburse the University for regularly scheduled hours not worked by the employee as a result of the union leave.

Time spent on union leave of absence in accordance with this Article during which the bargaining unit employee would have otherwise been at work shall count as hours worked for the purposes of the collective agreement.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

LETTER OF INTENT: WAGE INCREASES WHERE RATES FOR CASUALS ARE LINKED TO STAFF-APPOINTED RATES

March 17, 2016 DATE

Omero Landi
Staff Representative Area Coordinator
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Landi,

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

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

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

Where a Casual employee ceases to be paid at a rate determined by the department in relation to a Staff-Appointed rate, the Casual employee will be issued a new letter of offer in accordance with Article 22.

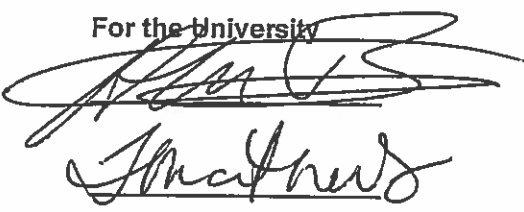
The University, where requested by the Union, will meet to discuss concerns that may arise regarding the application of this Letter of Intent to a specific individual or individuals.

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

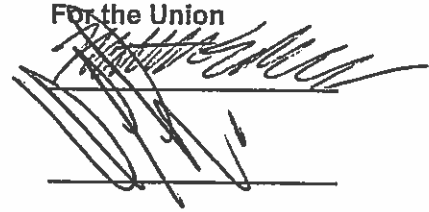
Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University



For the Union

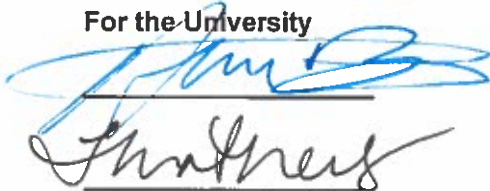


Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

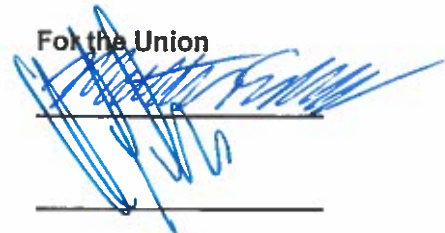
ARTICLE 18: SHIFT CANCELLATION

18:01 In the event that the University exercises its discretion to cancel an employee's shift for reasons other than emergencies, unforeseen circumstances or situations beyond the University's control, reasonable efforts will be made to notify the employee of such cancellation as far in advance as practicable. Should the University fail to notify an employee of such cancellation at least ~~twelve (12)~~ twenty-four (24) hours prior to the employee's scheduled starting time for that shift, the University shall pay the employee the employee's assigned hours of work for that shift at the employee's regular hourly rate.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

LETTER OF INTENT: Access to Timesheet Information

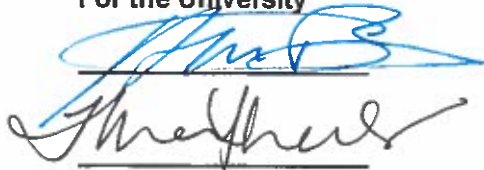
DATE

Omero Landi
Area Coordinator
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

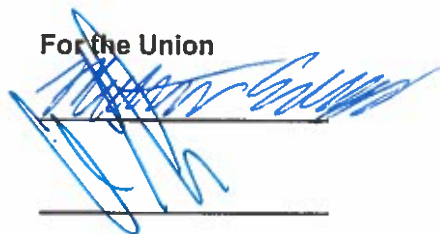
Dear Mr. Landi,

A casual employee who, on an objective basis, has reason to believe that they are either at or beyond the point at which they may convert to Staff-Appointed status under Article 2:02, may, upon ten (10) working days written notice to their Divisional Human Resources office, request access to their timesheet information for the relevant time period in respect of conversion.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.