



UNIVERSITY OF
TORONTO

COLLECTIVE AGREEMENT

For the "CASUAL" Bargaining Unit

-BETWEEN-

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

-AND-

THE UNITED STEELWORKERS



Term of Agreement: July 1, 2017 to June 30, 2020

TABLE OF CONTENTS

ARTICLE 1: PURPOSE OF AGREEMENT	1
ARTICLE 2: RECOGNITION AND SCOPE	1
Conversion to Staff-Appointed Status	2
ARTICLE 3: RELATIONSHIP	3
No Discrimination	3
Sexual Violence and Sexual Harassment	4
Racial Discrimination.....	6
General Harassment	6
Workplace Harassment.....	6
No Reprisal	7
ARTICLE 4: MANAGEMENT RIGHTS	7
ARTICLE 5: NO STRIKE OR LOCKOUT	8
ARTICLE 6: UNION SECURITY	8
Information to Employees.....	8
ARTICLE 7: UNION REPRESENTATION	9
ARTICLE 8: NEGOTIATING COMMITTEE	10
ARTICLE 9: GRIEVANCE PROCEDURE	10
Informal Step.....	10
Step One	11
Step Two	11
Step Three	11
ARTICLE 10: DISCHARGE AND DISCIPLINARY ACTION	12
ARTICLE 11: ARBITRATION / MEDIATION	13
ARTICLE 12: GENERAL	15
ARTICLE 13: LEAVES OF ABSENCE	15
Union Leave	15
Relief for Union Service.....	16
Personal Emergency Leave	16
ARTICLE 14: PAYMENT FOR INJURED EMPLOYEES	16
ARTICLE 15: BEREAVEMENT LEAVE	16
ARTICLE 16: HEALTH AND SAFETY	17
Pregnancy	18
Whistleblower Protection.....	18
Accommodation / Return to Work	18

ARTICLE 17: PUBLIC HOLIDAYS	19
ARTICLE 18: SHIFT CANCELLATION	19
ARTICLE 19: WAGES	20
ARTICLE 20: TERMINATION.....	20
ARTICLE 21: BULLETIN BOARDS.....	20
ARTICLE 22: HIRING.....	20
ARTICLE 23: UNION MEETINGS	21
LETTER OF INTENT: WAGE INCREASES WHERE RATES FOR CASUALS ARE LINKED TO STAFF-APPOINTED RATES.....	23
LETTER OF INTENT: ACCOMMODATION.....	24
LETTER OF INTENT: CASUAL BARGAINING UNIT DATA	25
LETTER OF UNDERSTANDING: E-MAIL ADDRESSES	26
LETTER OF INTENT: ORIENTATION FOR NEW EMPLOYEES IN HART HOUSE, DIVISION OF UNIVERSITY ADVANCEMENT AND THE FACULTY OF KINESIOLOGY & PHYSICAL EDUCATION – PILOT PROJECT	27
LETTER OF INTENT: USE OF TEMPORARY OFFICE STAFFING AGENCIES	28
LETTER OF INTENT: POSTING FOR UNIVERSITY OF TORONTO STUDENT CASUAL POSITIONS	29
LETTER OF INTENT: DEFINITION OF CASUAL – WORKER – NON UNIVERSITY OF TORONTO STUDENTS	30
LETTER OF INTENT RE: BIOMETRICS	31
LETTER OF INTENT: MEETING REGARDING THE DETERMINATION OF PAY RATES FOR CASUAL EMPLOYEES	32
LETTER OF INTENT: CONVERSION TO STAFF-APPOINTED STATUS	33
LETTER OF INTENT: ACCESS TO TIMESHEET INFORMATION	34
LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE	35
APPENDIX X: SCHOOL OF CONTINUING STUDIES – ENGLISH LANGUAGE PROGRAM.....	36
ARTICLE 2: CONVERSION (REPLACING ARTICLES 2:02 AND 2:03)	36
ARTICLE 13: LEAVES OF ABSENCE	37
Union Leave	37
Relief for Union Service.....	38

**LEAVES OF ABSENCE REQUESTED UNDER THIS ARTICLE WILL COINCIDE WITH THE
BEGINNING AND END OF TEACHING SESSIONS. LETTER OF INTENT: ORIENTATION 38**

LETTER OF INTENT: PHYSICAL SPACE AND TOOLS 39

COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of November 13, 2017.

- between -

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

- and -

THE UNITED STEELWORKERS
(hereinafter called "the Union")

ARTICLE 1: PURPOSE OF AGREEMENT

1:01 The general purpose of this Agreement is to secure the benefits of collective bargaining, 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.

ARTICLE 2: RECOGNITION AND SCOPE

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

(1) Persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations.

(2) A. Academic staff including but not limited to:

- (i) members of faculty at all professorial ranks;
- (ii) academic administrators as defined on the date of application for certification in the 1995 "Policies for Academic Staff and Librarians" under the Policy on Appointment of Academic Administrators at code number 3.01.01;
- (iii) librarians;
- (iv) status only appointments;
- (v) visiting academic appointments;
- (vi) senior tutors;

- (vii) tutors;
- (viii) lecturers;
- (ix) special lecturers;
- (x) instructors save and except casual ESL instructors employed at the School of Continuing Studies English Language Program who are represented by the Union by virtue of the certificate issued by the Ontario Labour Relations Board on October 2, 2008;
- (xi) scholars and fellows;
- (xii) sessional appointments;
- (xiii) persons hired to teach on stipend;
- (xiv) clinicians.

(2) B. Research associates

(2) C. Athletic instructors and coaches

- (3) Engineers, doctors, dentists, architects or lawyers entitled to practice in Ontario and who are employed in a professional capacity.
- (4) Students employed as part of an educational co-operative training program or in the University's Work Study Program.
- (5) Persons for whom any other trade union held bargaining rights under the *Ontario Labour Relations Act* as of May 29, 1998.

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 ($36\frac{1}{4}$) hours.

2:03

- (a) In the event a USW Local 1998 Casual bargaining unit position with regularly scheduled hours of work of at least fourteen and one-half ($14\frac{1}{2}$) hours or more per week exceeds twenty-four (24) consecutive months' duration, the position will become a staff-appointed position covered by the staff-appointed Collective Agreement and shall be posted in accordance with the terms of that Agreement, unless the incumbent qualifies for staff-appointed status as per Article 2:02(a)(1) and (2).

ARTICLE 3: RELATIONSHIP

No Discrimination

3:01

- a) The University and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities, and people who because

of their race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada.

- b) The University and 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, age 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 *bona fide* occupational qualification.

Sexual Violence and Sexual Harassment

- 3:02 Sexual harassment shall be considered discrimination under Article 3:01 of this Agreement.
- 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.

Racial Discrimination

3:10 An employee who files a grievance under the Collective Agreement alleging that they have been discriminated against because of race contrary to Article 3:01 may, if they choose, meet with the University's Anti-Racism and Cultural Diversity Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union Representative if the employee so chooses. Thereafter an employee may resume the grievance process.

General Harassment

3:11 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

Workplace Harassment

3:12 The University will provide an environment where employees are not subjected to workplace harassment. Employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the *Occupational Health and Safety Act* and the University's 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 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 workplace harassment, the University has not provided the employee with a response to the complaint. Such grievance will be filed at Step 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

3:13 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 a lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

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.

ARTICLE 4: MANAGEMENT RIGHTS

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

- (a) Maintain order, discipline, and efficiency.
- (b) Hire, assign, direct, promote, demote, classify, transfer, lay-off, recall, and suspend, discharge or otherwise discipline employees for just cause, subject to the right of an employee to grieve to the extent and manner provided herein if the provisions of the Agreement are violated in the exercise of these rights.
- (c) Determine the nature and kind of business conducted by the University, the kinds and locations of equipment used, materials used, the methods and techniques of work, the hours of work, work assignments, the schedules of work, the number of personnel to be employed, classifications and the

qualifications for positions, duties and responsibilities of positions, and the extension, limitation, curtailment or cessation of operations.

- (d) Establish, enforce and alter from time to time reasonable rules and regulations to be observed by employees.

4:02 The University shall exercise its rights in the manner that is reasonable, in good faith and consistent with the terms of this Collective Agreement.

ARTICLE 5: NO STRIKE OR LOCKOUT

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

ARTICLE 6: UNION SECURITY

6:01 The University agrees to deduct from the pay of each employee in the bargaining unit, on a per pay basis, such union dues, fees and assessment as prescribed by the Constitution of the Union.

6:02 The University shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, as directed by the Toronto Area Office, payable to the International Treasurer of the Union.

6:03 The monthly remittance shall be accompanied by a statement listing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. The monthly remittance will also include the Union's "Summary of Union Dues" form.

6:04 The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of or by reasons of, deductions made or payments made in accordance with this Article.

6:05 The University agrees to record total Union dues deductions paid by each employee on his/her T4 Income Tax Receipt.

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, Labour Relations (or designate) for information and approval as to its factual accuracy. If the Executive Director, 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.

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 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 Unit President and will promptly notify the University, in writing, of any changes thereto.

7:03 Union Stewards, the Unit Grievor and the 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 their supervisor. Such permission shall not be unreasonably withheld.

7:04 The University agrees that Stewards, the Unit Grievor and the 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 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, they shall advise the Supervisor, or 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.

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, one of which shall be the Unit President, along with the International Union Representatives and Local Union President.
- 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.

ARTICLE 9: GRIEVANCE PROCEDURE

Informal Step

- 9:01 It is the mutual desire of the parties that complaints with respect to the application, interpretation, administration or alleged violation of this Agreement be addressed as quickly as possible and it is understood that an employee or group of employees shall first give the immediate supervisor an opportunity to adjust a complaint before any grievance may be filed. This informal step must be initiated within thirty (30) working days after the employee became aware or ought reasonably to have become aware of the circumstance giving rise to the complaint. This step may also be satisfied by the Union raising the complaint with the immediate supervisor on behalf of the employee or group of employees, in which case the appropriate Human Resource Officer or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the appropriate Human Resource Officer. The parties will attempt to resolve the complaint within five (5) working days from the date it was brought to the attention of the immediate supervisor or the Human Resources Officer. Failing a satisfactory settlement within the five (5) working day period, than within a further five (5) working days the complaint may be taken up as a grievance in the following manner:

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

The University shall not be required to consider any grievance which was not filed within 25 working days after the grievor, became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.

In the case of complaints related to conversion or unpaid (or improperly paid) wages, this informal step must be initiated within sixty (60) working days after the employee became aware or ought reasonably to have become aware of the circumstance giving rise to the complaint.

Step One

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

Step Two

If the decision at Step One is not satisfactory, the written grievance may be advanced by notifying the local Human Resource person, who shall forward a copy to the Principal, Dean, Division Head, Executive Director, Labour Relations or designate, or alternatively directly to Step Three within ten (10) working days after receiving the Step One decision in writing. The Principal, Dean, Division Head, Executive Director, Labour Relations or designate, shall, within ten (10) working days, meet with the Union Grievance Committee (not to exceed two (2) in number) in a further attempt to resolve the grievance. The Department Head or designate shall, within a further ten (10) working days, give his/her decision in writing to the Union.

Step Three

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

- 9:02 At each step of the grievance process the University representative may have with him/her, at any grievance meeting, an equal number of University representatives to the number of Union Representatives.
- 9:03 If settlement of the grievance is not reached at Step Three, then the grievance may be referred in writing by either party to arbitration as provided in Article 11: Arbitration, at any time within sixty (60) working days after the decision is received under Step Three. If no written request for arbitration is received within this time period, the grievance shall be deemed to have been withdrawn and not eligible for arbitration.
- 9:04 When two or more employees with the same Department Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step One of the grievance procedure. When two or more employees with different Department heads but with the same Principal/Dean/Division Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step Two of the grievance procedure. In any other case where two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University at Step Three of the grievance procedure.
- 9:05 A grievance arising directly between the University and the Union (which could not be grieved by an individual employee) shall be initiated at Step Two. Any grievance by the University or the Union as provided herein shall be commenced within fifteen (15) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.
- 9:06 The time limits provided in this Article may be extended by mutual agreement between the parties in writing.
- Further, any step of the grievance process may be waived by mutual agreement of the parties.
- 9:07 Where no response to the grievance is given within the time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.

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.

10:03 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.

ARTICLE 11: ARBITRATION / MEDIATION

11:01 When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request, in writing, addressed to the other party to this Agreement.

11:02 Prior to submitting a grievance to arbitration, the parties will discuss the possibility of mediation in the interest of resolving disputes at an early stage.

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

Rob Herman
Louisa Davie
Kevin Burkett
Laura Trachuk

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

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

11:04 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.

11:05 The Arbitrator shall hear and determine the grievance as filed and their decision shall be final and binding on the parties hereto and the employees.

11:06 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.

11:07 The parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The parties will otherwise bear their own expense with respect to any arbitration proceedings.

11:08 The parties by mutual agreement may agree to establish a Board of Arbitration in respect of any grievance submitted for arbitration. In such a case the parties shall each appoint a nominee to the Board of Arbitration and the Chairperson of the Board of Arbitration will be one of the arbitrators set out in Article 11:03 above or such other Chairperson as the two nominees appointed by the parties otherwise agree. The provisions of Articles 11:04, 11:05 and 11:06 apply to a Board of Arbitration. Further, the parties will jointly bear the fees and expenses of the Chairperson on an equal basis. The parties will otherwise bear their own expenses with respect to the arbitration proceedings, including the fees and expenses of the nominee appointed by them.

11:09 An arbitrator shall have the right to extend the time limits under Section 48(16) of the *Ontario Labour Relations Act*.

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 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, Labour Relations or designate, University of Toronto, 215 Huron Street, 8th floor, Toronto, Ontario M5S 1A2, and the Staff Representative (Toronto) or designate, United Steelworkers, 25 Cecil Street, Toronto, Ontario, M5T 1N1.

ARTICLE 13: LEAVES OF ABSENCE

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

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, Labour Relations or designate who shall notify the appropriate supervisors. Such leaves shall not exceed five (5) days per year in total per 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.

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, 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.

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.

ARTICLE 14: PAYMENT FOR INJURED EMPLOYEES

14:01 In the event an employee is injured in the performance of their duties such that the employee is required to stop work and receive medical treatment the employee will receive their regular pay for that work day. If the injury is such that transportation immediately following the injury is required, the University will provide, or arrange for, suitable transportation to a hospital, the employee's home or other appropriate location.

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.

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

16:07 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.

Whistleblower Protection

16:08 The University is responsible for notifying the appropriate authorities in accordance with the appropriate federal, provincial, and municipal environmental legislation if there is a release of a hazardous substance to the air, earth or water system.

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

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

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

Accommodation / Return to Work

16:09 The University recognizes its duty to accommodate the disabilities of the bargaining unit members under the *Ontario Human Rights Code*.

- (a) The University agrees to recognize and, to the extent outlined in this article, to deal with one (1) of the three (3) members of the Union Accommodation Committee as determined under Article 20:06(a) of the USW Staff-Appointed Collective Agreement. This representative may deal with accommodation issues involving those employed under this Collective Agreement. The University further agrees that the Unit President for the USW Casual bargaining unit may also be involved in dealing with accommodation issues involving those employed under this Collective Agreement.
- (b) Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, the Union may assign a member of the Accommodation Committee to represent the employee. The University may also request that the Union appoint a member of the

Accommodation Committee to participate in discussions regarding a particular case before a dispute arises. The University shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to representation.

- (c) With the written consent of the employee, the member of the Accommodation Committee shall have access to any relevant medical information related to the accommodation and/or return to work of the employee.
- (d) The member of the Accommodation Committee will suffer no loss of straight-time pay when meeting with the University on accommodation and/or return to work issues, or for time necessarily spent in the handling of grievances where the committee member is acting in place of a Union Steward.

ARTICLE 17: PUBLIC HOLIDAYS

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

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

- New Years Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

17:02 Eligibility for pay or time in lieu of pay under this Article shall be determined by the provisions of the *Employment Standards Act of Ontario* in effect at the time of the holiday.

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 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.

ARTICLE 19: WAGES

19:01 Effective on the date of ratification of the 2017-2020 renewal Collective Agreement, bargaining unit employees will be paid no less than 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.

ARTICLE 20: TERMINATION

20:01 This Agreement shall be effective from July 1, 2017 by both parties and shall continue in effect up to and including the 30th day of June, 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.

ARTICLE 21: BULLETIN BOARDS

21:01 The University will make available bulletin boards in areas accessible to employees in the workplace for the purpose of posting notices of Union meetings and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. The University shall notify the Union of the location of all such bulletin boards and shall provide the Union with keys for any locked bulletin boards. It is understood and agreed that these bulletin boards are the same as those made available under Article 16 of the USW Staff-Appointed Collective Agreement and will be utilized on a shared basis.

ARTICLE 22: HIRING

22:01 Casual employees hired for a term of more than (1) month will be provided with a letter of offer signed by the manager including the following information:

- Date of offer
- End date of term (if known)
- Rate of pay
- The name of the employee's direct supervisor

The employee will be asked to sign the letter.

ARTICLE 23: UNION MEETINGS

23:01 Employees will be permitted to attend regularly scheduled General Membership Meetings provided it does not interfere with operations and the employee obtains permission to attend from his/her manager in advance of the meeting. Attendance at such meetings will be without pay.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on November 2, 2017.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Vice-President, Human Resources & Equity

Secretary of Governing Council

AND

UNITED STEELWORKERS

Omero Landi

Matthew Edmunds

Colleen Burke

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

November 13, 2017

Omero Landi
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

LETTER OF INTENT: ACCOMMODATION

November 13, 2017

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

Dear Mr. Landi,

The University agrees that, where there is a duty to accommodate under the *Ontario Human Rights Code* and where there is a dispute regarding such accommodation, one of the three (3) representatives as determined under Article 20:06(a) of the USW Staff-Appointed Collective Agreement may deal with accommodation issues involving those employed under this Collective Agreement.

Yours truly,

Alex Brat
Executive Director, Labour Relations

LETTER OF INTENT: CASUAL BARGAINING UNIT DATA

November 13, 2017

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

Dear Mr. Landi,

Over the life of the Collective Agreement, the University will, at the request of the Union, discuss the possibility of providing additional data under Article 12:01 with respect to members of the Casual bargaining unit.

Yours truly,

Alex Brat
Executive Director, Labour Relations

LETTER OF UNDERSTANDING: E-MAIL ADDRESSES

November 13, 2017

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

Dear Mr. Landi,

The Governing Council of the University of Toronto and the United Steelworkers agree that during the life of the Collective Agreement the University may require USW members to have active University of Toronto e-mail addresses that are compatible with Employee Self Serve. It is not the University's intention to rely on e-mail as the sole means of communication with the employees during the term of this Collective Agreement. The University recognizes that at this time not all employees either own or have access to equipment that would allow them to utilize e-mail addresses.

Yours truly,

Alex Brat
Executive Director, Labour Relations

LETTER OF INTENT: ORIENTATION FOR NEW EMPLOYEES IN HART HOUSE, DIVISION OF UNIVERSITY ADVANCEMENT AND THE FACULTY OF KINESIOLOGY & PHYSICAL EDUCATION – PILOT PROJECT

November 13, 2017

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

Dear Mr. Landi,

The University will endeavour to notify the Union in writing of scheduled departmental orientation sessions in Hart House, the Division of University Advancement and the Faculty of Kinesiology & Physical Education, where there are 10 or more members of the bargaining unit in attendance. In such cases, time may be set aside either at the beginning or end of the agenda for the Union to make a presentation to their members, of up to 30 minutes in length. The portion of the agenda taken up by the Union will be made up of unpaid time.

The University, where requested by the Union, will meet during the life of the Collective Agreement to discuss the pilot project, including progress-to-date and possible expansion to other departments or divisions of the University.

Over the life of the Collective Agreement, the Union will prepare a document(s) that provides information about the Union and provide copies to the University. The University and the Union will discuss ways to distribute these copies to members of the bargaining unit.

Yours truly,

Alex Brat
Executive Director, Labour Relations

LETTER OF INTENT: USE OF TEMPORARY OFFICE STAFFING AGENCIES

November 13, 2017

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

Dear Mr. Landi,

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

Yours truly,

Alex Brat
Executive Director, Labour Relations

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

November 13, 2017

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

Dear Mr. Landi,

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

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

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

Yours truly,

Alex Brat
Executive Director, Labour Relations

**LETTER OF INTENT: DEFINITION OF CASUAL – WORKER – NON
UNIVERSITY OF TORONTO STUDENTS**

November 13, 2017

Omero Landi
Area Coordinator
United Steelworkers, Local 1998
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Landi,

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

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

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

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

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

Yours truly,

Alex Brat
Executive Director, Labour Relations

LETTER OF INTENT RE: BIOMETRICS

November 13, 2017

Omero Landi
Area Coordinator
United Steelworkers, Local 1998
Toronto, Ontario
M5T 1N1

Dear Mr. Landi,

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

Yours truly,

Alex Brat
Executive Director, Labour Relations

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

November 13, 2017
Omero Landi
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 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 the 2017 - 2020 renewal Collective Agreement.

Yours truly,

Alex Brat
Executive Director, Labour Relations

LETTER OF INTENT: CONVERSION TO STAFF-APPOINTED STATUS

November 13, 2017

Omero Landi
Area Coordinator
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 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 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

LETTER OF INTENT: ACCESS TO TIMESHEET INFORMATION

November 13, 2017

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.

Yours truly,

Alex Brat
Executive Director, Labour Relations

LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE

November 13, 2017

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

NOTE - All of the provisions of the Casual Collective Agreement apply to the casual ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.

APPENDIX X: SCHOOL OF CONTINUING STUDIES – ENGLISH LANGUAGE PROGRAM

COLLECTIVE AGREEMENT

For the “School of Continuing Studies – English Language Program” “CASUAL”
Bargaining Unit

- BETWEEN -

The Governing Council of the University of Toronto

- AND -

THE UNITED STEELWORKERS

Term of Agreement: July 01, 2017 to June 30, 2020

All of the provisions of the Casual Collective Agreement apply to the casual ESL instructors employed at the School of Continuing Studies, English Language Program except for the following articles:

- 19:01 - Wages
- Letter of Intent: Wage Increases where Rates for Casuals are Linked to Staff-Appointed Rates
- Letter of Intent: Use of Temporary Office Staffing Agencies
- Letter of Intent: Posting for University of Toronto Student Casual Positions
- Letter of Intent: Definition of Casual Worker – Non-University of Toronto Students
- Letter of Intent: Orientation for New Employees in Hart House, Division of University Advancement and the Faculty of Kinesiology & Physical Education – Pilot Project

The following articles of the Collective Agreement apply to the casual ESL instructors employed at the School of Continuing Studies, English Language Program as amended:

ARTICLE 2: CONVERSION (REPLACING ARTICLES 2:02 AND 2:03)

The following type of non-staff appointed employees covered by the USW Local 1998 Casual Collective Agreement Appendix for ESL Instructors within the English Language Program, School of Continuing Studies will, if they satisfy the criteria set out in (1) below, be deemed to be non-probationary staff appointed employees covered by the applicable terms and conditions of the staff-appointed Collective Agreement. The

NOTE - All of the provisions of the Casual Collective Agreement apply to the casual ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.

parties agree that only employees meeting the criteria set out in (1) below will convert; positions will not convert. The parties agree that ESL Instructors within the English Language Program, School of Continuing Studies, are a 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 have worked as an ESL Instructor carrying a full work course load in the full time program within the English Language Program, School of Continuing Studies under the Appendix X provisions of the USW Local 1998 Casual Collective Agreement, and who have completed 132 weeks of work within a five (5) year period will, at that time, become covered by the terms and conditions of the staff-appointed Collective Agreement. Work to be included in the counting of 132 weeks will not include night class or weekend work in the School of Continuing Studies/English Language Program nor work performed at less than a full course load.
- (2) Seniority for a non-staff appointed employee converted to staff-appointed status as under paragraph (1) above will be calculated based on the date the employee commenced casual employment qualifying under paragraph (1) above (i.e. 132 weeks prior to conversion).
- (3) For the purposes of this article only, employees selected by the Employer to work in the Green Path Program will receive five (5) weeks towards the conversion limit, in addition to regularly worked weeks during the Program each time they work in the Program.
- (4) For casuals who have been employed for at least thirteen (13) weeks and who take pregnancy, primary caregiver, adoption and/or parental leaves, the leave time will not count towards their five (5) year period. At the end of their leave, the five (5) year clock will resume.

ARTICLE 13: LEAVES OF ABSENCE

13:01 Unless explicitly stated otherwise, in this Article “year” shall mean a July to June year. The parties agree that leaves should be scheduled so as not to disrupt contact hours.

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

NOTE - All of the provisions of the Casual Collective Agreement apply to the casual ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.

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, Labour Relations or designate who shall notify the appropriate supervisors. Such leaves shall not exceed five (5) days per year in total per 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.

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 two (2) months 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 two (2) 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, the employee will be permitted to apply, as a regular applicant, to positions in the bargaining unit.

LEAVES OF ABSENCE REQUESTED UNDER THIS ARTICLE WILL COINCIDE WITH THE BEGINNING AND END OF TEACHING SESSIONS. LETTER OF INTENT: ORIENTATION

The Employer shall prepare and conduct an orientation training program for all new casual ESL Instructors. Attendance at such training sessions shall be mandatory, and shall be deemed to be time worked.

NOTE - All of the provisions of the Casual Collective Agreement apply to the casual ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.

LETTER OF INTENT: PHYSICAL SPACE AND TOOLS

The School of Continuing Studies shall ensure that insofar as possible, consistent with the physical facilities available to the School, employees shall continue to have access

To computers (including Internet access), and a telephone, where such access is required for the performance of assigned duties. The Employer shall ensure that employees have appropriate storage space for the storage of course materials.

Employees shall continue to have the right to use photocopy equipment as required for the performance of their assigned duties.

Each employee shall have access to an individual mailbox. The Employer agrees to allow each individual to maintain either a mailbox or a file folder for mail, depending upon the physical facilities available, for the duration of their appointment.

The Employer will provide employees with such books and the use of such materials as are deemed by the supervisor to be necessary for the performance of their duties. These books and materials shall remain the property of the Employer.

INDEX

- ACCESS TO TIMESHEET INFORMATION, 34
 Accommodation, 24
 Accommodation / Return to Work, 18
 ARBITRATION / MEDIATION, 13
 BEREAVEMENT LEAVE, 16
 BIOMETRICS, 31
 BULLETIN BOARDS, 20
 Casual Bargaining Unit Data, 25
 CONVERSION, 37
 Conversion to Staff-Appointed Status, 2
 CONVERSION TO STAFF-APPOINTED STATUS, 33
 Definition of Casual Worker - Non-University of
 Toronto Students, 30
 DISCHARGE AND DISCIPLINARY ACTION, 12
 DOMESTIC VIOLENCE, 35
 E-mail Addresses, 26
 GENERAL, 15
 General Harassment, 6
 GRIEVANCE PROCEDURE, 10
 HEALTH AND SAFETY, 17
 HIRING, 20
 Informal Step, 10
 Information to Employees, 8
 LEAVES OF ABSENCE, 15, 38
 MANAGEMENT RIGHTS, 7
 MEETING REGARDING THE DETERMINATION OF PAY
 RATES FOR CASUAL EMPLOYEES, 32
 NEGOTIATING COMMITTEE, 10
 No Discrimination, 3
 No Reprisal, 7
 NO STRIKE OR LOCKOUT, 8
 ORIENTATION, 39
 ORIENTATION FOR NEW EMPLOYEES IN HART HOUSE,
 DIVISION OF UNIVERSITY ADVANCEMENT AND THE
 FACULTY OF KINESIOLOGY & PHYSICAL
 EDUCATION - PILOT PROJECT, 27
 PAYMENT FOR INJURED EMPLOYEES, 16
 Personal Emergency Leave, 16
 PHYSICAL SPACE AND TOOLS, 40
 POSTING FOR UNIVERSITY OF TORONTO STUDENT
 CASUAL POSITIONS, 29
 Pregnancy, 18
 PUBLIC HOLIDAYS, 19
 PURPOSE OF AGREEMENT, 1
 Racial Discrimination, 6
 RECOGNITION AND SCOPE, 1
 RELATIONSHIP, 3
 Relief for Union Service, 16, 39
 SCHOOL OF CONTINUING STUDIES - ENGLISH
 LANGUAGE PROGRAM, 37
 Sexual Violence and Sexual Harassment, 4
 SHIFT CANCELLATION, 19
 Step One, 10, 11
 Step Three, 11
 Step Two, 11
 STRIKE OR LOCKOUT, 8
 TERMINATION, 20
 Union Leave, 15, 38
 UNION MEETINGS, 21
 UNION REPRESENTATION, 9
 UNION SECURITY, 8
 Use of Temporary Office Staffing Agencies, 28
 WAGE INCREASES WHERE RATES FOR CASUALS ARE
 LINKED TO STAFF-APPOINTED RATES, 23
 WAGES, 20
 Whistleblower Protection, 18
 Workplace Harassment, 6