

MONDAY, NOVEMBER 8TH @ 6:00PM

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 BARGAINING UNIT
(hereinafter called "the Union")

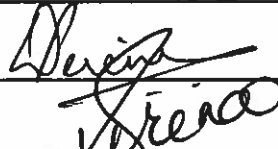
MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

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, 2020 to June 30, 2023.
3. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto.
4. The provisions of the collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, save and except where retroactivity is expressly provided for.
5. All attached items numbered 1 to 36 are incorporated.


FOR THE UNIVERSITY



M. Lando





David Fried




Matthew

FOR THE UNION





Kam H.



DATED AT TORONTO THIS 8th DAY OF NOVEMBER 2021



WHEREAS The Union states herein that the increases reflect the maximum increases in rates of pay allowable under the Government of Ontario's wage restraint legislation, An Act to implement moderation measures in respect of compensation in Ontario's public sector, and under that legislation, the maximum increase in rates of pay, and/or to any other existing additional remuneration, is 1.0%, 1.0%, 1.0% over three years;

AND WHEREAS The Union believes this legislation is a violation of the Union's constitutional right to free collective bargaining; and

WHEREAS The Union takes the position that these increases were imposed on the Union because of the wage restraint legislation and that but for that legislation the Union would not have agreed to such increases.

University of Toronto Monetary Proposal – CONFIDENTIAL – November 8th @ 9:30pm

- 1) For employees who are being paid at the minimum rate of pay in accordance with Article 19 AND who are not employed in the Standardized Patient Program (SPP):

The minimum rate of pay will be increased as follows:

July 1, 2021:	\$15.15
July 1, 2022:	\$15.30

The July 1, 2021 increase will be retroactive only for those employees who are actively employed in the bargaining unit on the date of ratification.

- 2) For employees who are paid above the minimum rate of pay set out in Article 19 AND who are not paid in accordance with the Staff-Appointed grid AND who are not employed in the SPP:

Date of Ratification - 1% increase, subject to the following:

This increase shall only apply to employees who are active on the date of ratification AND who have been "continuously employed" in the bargaining unit in the twelve (12) months prior to ratification AND whose wage rate has not changed for any reason during that same twelve (12) month period (including but not limited to the increase in the minimum rate of pay set out in paragraph 1, above, and increases to the Staff Appointed salary grid).

July 1, 2022 - 1% increase, subject to the following:

This increase shall only apply to employees who have been "continuously employed" in the bargaining unit in the twelve (12) months prior to July 1, 2022 AND whose wage rate has not changed for any reason during that same twelve (12) month period (including but not limited to the increase in the minimum rate of pay set out in paragraph 1, above, and increases to the Staff Appointed salary grid).

- 3) For the purposes of this wage proposal only, the references to being "continuously employed" in paragraph 2 shall mean continuous employment pursuant to either a single contract or a series of contracts separated by no more than thirteen (13) weeks.

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4) For employees who are employed in the SPP only:

June 30, 2022 - OTO equivalent to 1% of wages earned between July 1, 2021 and June 30, 2022 inclusive, subject to the following:

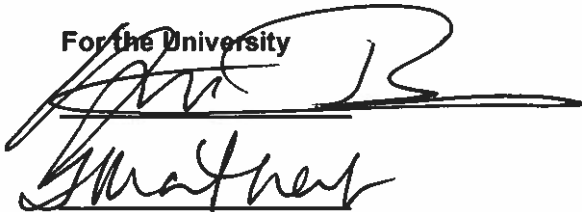
This increase shall only apply to employees who remain employed with the SPP on June 30, 2022.

June 30, 2023 - OTO equivalent to 1% of wages earned between July 1, 2022 and June 30, 2023 inclusive, subject to the following:

This increase shall only apply to employees who remain employed with the SPP on June 30, 2023.

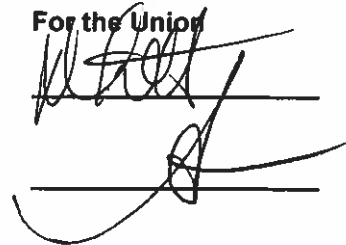
5) Employees actively employed in the bargaining unit shall be entitled to participate in the University's Employee and Family Assistance Program (EFAP).

For the University



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For the Union



A handwritten signature in black ink, appearing to be 'W. Hill', written over two horizontal lines.

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

3

No Discrimination

3:01

- a) The University and the Union are committed to equal opportunity in employment for women, ~~aboriginal people~~ **Indigenous Peoples**, people with disabilities, and people who because of their race, colour, sexual orientation or gender orientation **identity and expression** have been ~~traditionally~~ **historically, and continue to be**, disadvantaged in Canada.

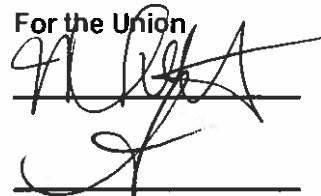
The University and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns.

For the University



Matthew

For the Union



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

4

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 **be advised they** have the right to be accompanied by a Union Representative at any stage of the process.
- 3:05 ~~The time limit for making a A report under the University's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual harassment under this Collective Agreement~~ **may be filed at any time in accordance with the Policy on Sexual Violence and Sexual Harassment. For clarity, there is no time limit for filing a Report under the Policy.** ~~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~~

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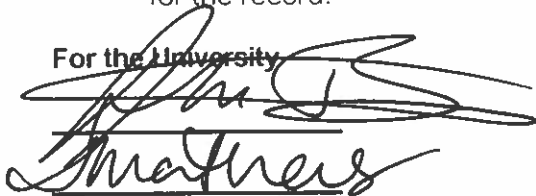
~~the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 11 of this Collective Agreement.~~

An employee may file a grievance alleging sexual harassment or sexual violence if, after the University has exhausted available steps through the Policy, the employee is dissatisfied with the outcome; or if after sixty (60) working days have elapsed from the date the written Report was finalized, signed by the employee, and submitted to the University's Sexual Violence Prevention and Support Centre, the University has not provided the employee with a response to the Report; or if the employee did not file a Report under the Policy.

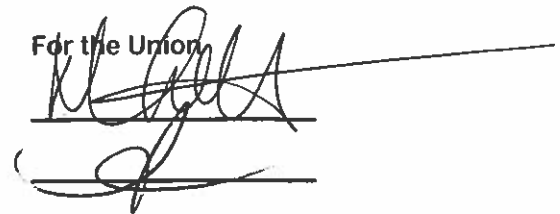
If an employee files a grievance under Article 3:05, such grievance shall be filed at Step 3 of the grievance procedure. The time limits set out in Article 9:01 shall not apply to such grievances. The time limit for the University to issue a Step 3 response under Article 3:05 shall be sixty (60) working days.

- 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.

For the University



For the Union



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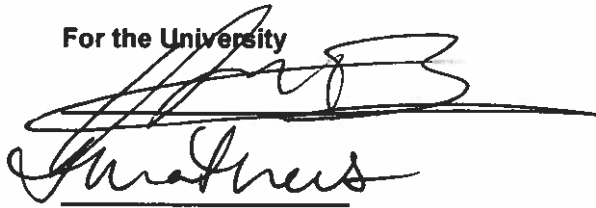
ARTICLE 7: UNION REPRESENTATION

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 eight (8) ~~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.

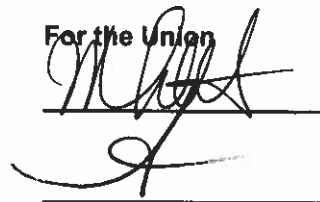
Where the parties agree, the Union may designate more than one (1) Steward per division. However, there may not be more than one (1) Steward per department.

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.

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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~~ then 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 forty (40)** 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~~ their decision in writing to the Union.

Step Two

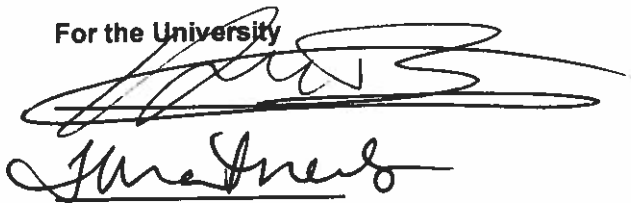
If the decision at Step One is not satisfactory, the written grievance may be advanced by notifying the local Human Resource person, who shall forward a copy to the Principal, Dean, Division Head, Executive Director, Labour Relations or designate, or alternatively directly to Step Three within ten (10) 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 their** decision in writing to the Union.

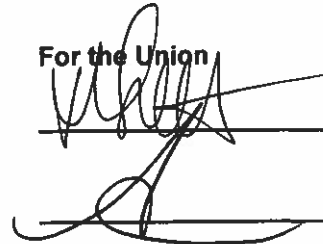
Step Three

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 their** decision, in writing, to the Union.

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 ~~six (6) 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.

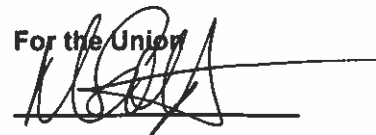

10:03 Any notice of disciplinary action which is intended to form a part of an employee's employment record shall be given in writing with a copy to the Union. All such notices or records shall be permanently removed from the employee's file when twenty-four (24) months have elapsed since the date of issue, provided there has been no recurrence of a similar infraction.

10:04 **An employee whose shifts are cancelled due to or pending an investigation and/or fact finding will be notified in writing with a copy to the Union.**

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 12: GENERAL

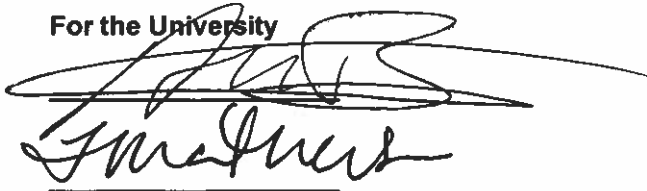
12:01 The University will continue to provide the Union, on a monthly basis (with a ^{my} *gender*) compatible electronic copy) a list that includes: employee name, **gender**, number of hours worked on a monthly basis, gross pay in the pay period, **student status**, e-mail address where available, **and** latest campus mail address, **and will indicate employees new to the bargaining unit**. 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.

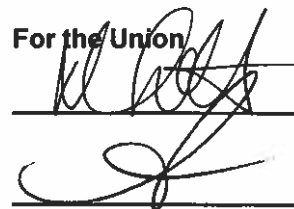
On a quarterly basis the University will also provide a list of employees' home addresses. In addition, the University will provide a list of the employees' Divisions, current Department, personnel numbers, hours worked, student status where applicable, UTEMP status where applicable, staff-appointed 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.

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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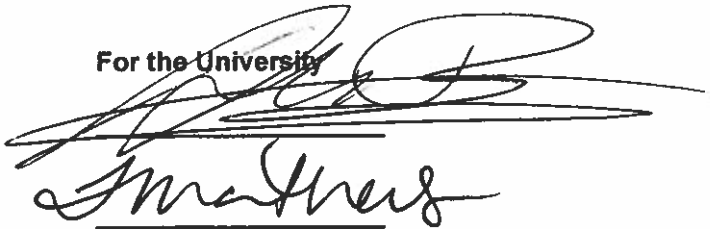
Personal Emergency Leave

ESA Leaves of Absence

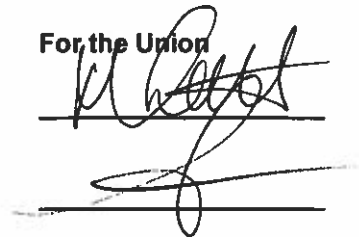
~~13:04 An employee is entitled to take up to ten (10) days unpaid Personal Emergency Leave as described in the *Employment Standards Act* or other applicable legislation, as amended from time to time.~~

13:04 An employee is entitled to take the paid and/or unpaid leaves of absence set out in the *Employment Standards Act, 2000*, subject to any applicable provisions of that Act in respect of those leaves, including but not limited to, any eligibility criteria or evidentiary requirements.

For the University



For the Union



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

12

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.

Where the University proposes a particular measure of accommodation, or does not adopt a proposal by an employee/Union of a particular measure of accommodation the University shall provide the member of the Accommodation Committee with the reasons for the proposal or denial at the Union's request.

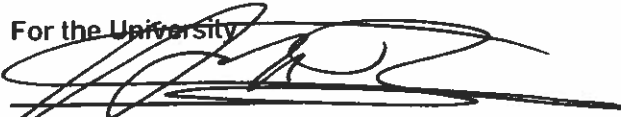
- (d) The member of the Accommodation Committee will suffer no loss of straight-time pay when meeting with the University on accommodation and/or return to work issues, or for time necessarily spent in the handling of grievances where the committee member is acting in place of a Union Steward.
- (e) **Disputes regarding accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Two.**

USW Local 1998 – Casual
06/18/2021



WITHOUT PREJUDICE

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For the University


Matthew

For the Union

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

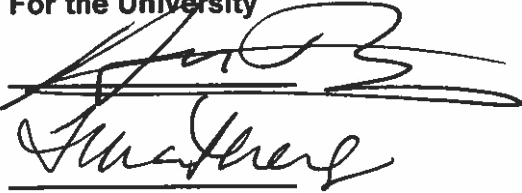
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ARTICLE 18: SHIFT CANCELLATION

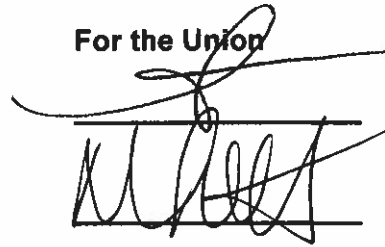
18:01 In the event that the University exercises its discretion to cancel an employee's shift for reasons other than emergencies, unforeseen circumstances or situations beyond the University's control, reasonable efforts will be made to notify the employee of such cancellation as far in advance as practicable. 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.

18:02 An employee who is regularly scheduled to work three (3) or more hours in a shift, and who reports to a regularly scheduled shift but works less than three (3) hours, despite being available to work longer, shall be paid a minimum of three (3) hours wages at the employee's regular rate of pay.

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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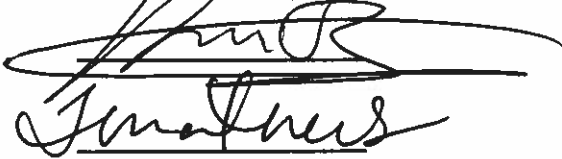
ARTICLE 19: WAGES

19:01 Effective on the date of ratification of the ~~2017-2020~~ **2020-2023** renewal Collective Agreement, bargaining unit employees will be paid no less than fifteen ~~(15)~~ dollars **and fifteen cents (\$15.15)** per hour or, where the employee is assigned by the University to perform a significant portion of the duties of a staff appointed position, the minimum rate on the salary grid for that position.

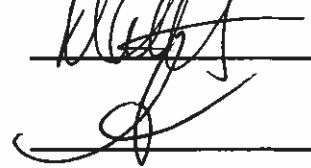
Effective July 1, 2022, bargaining unit employees will be paid no less than fifteen dollars and thirty cents (\$15.30) per hour or, where the employee is assigned by the University to perform a significant portion of the duties of a staff appointed position, the minimum rate on the salary grid for that 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.

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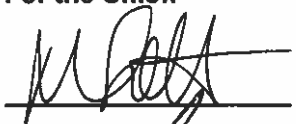

ARTICLE 20: TERMINATION

20:01 This Agreement shall be effective from July 1, ~~2017~~ 2020 by both parties and shall continue in effect up to and including the 30th day of June, ~~2020~~ 2023, 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.

For the University

For the Union

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

17

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, and **whether that rate is determined by the department in relation to the Staff-Appointed salary grid**
- The name of the employee's direct supervisor **at the University**
- **The name of the Business Officer or payroll contact**

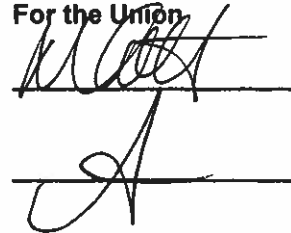
The employee will be asked to sign the letter.

22:02 Information to Employees (moved from Article 6:06)

For the University



For the Union



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

(18)

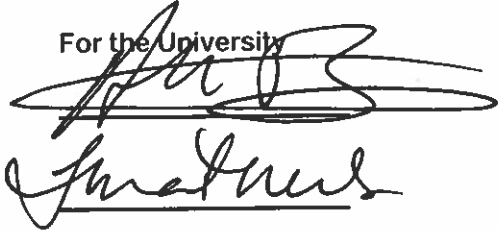
Information to Employees

~~6:06~~ The Employer agrees to inform all new employees that a Union Agreement is in effect.
22:02

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.

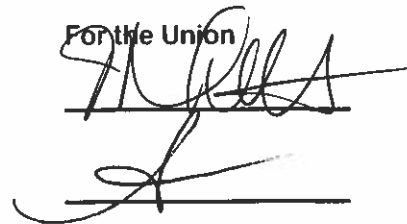
UTEMP agrees to inform all new employees that a Union Agreement is in effect and shall provide all employees with this letter at the time they receive their first assignment.

For the University



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

For the Union



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

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

19

ARTICLE XX – SICK TIME

XX:01 Sick time is defined as absence because of an employee’s illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable.

XX:02 An employee shall be entitled to paid sick time as set out below:

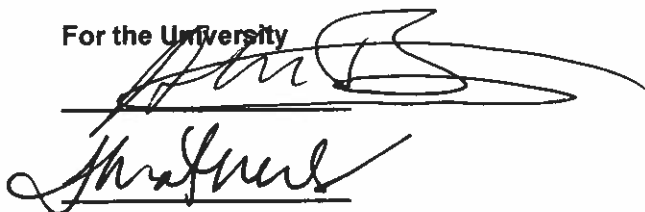
- (a) The paid sick time entitlement shall be for one (1) scheduled shift between January 1st and June 30th inclusive, and one (1) scheduled shift between July 1st and December 31st inclusive, in each year of the Collective Agreement. Unused paid sick time shall not be accrued or banked.**
- (b) The paid sick time will equal the wages that would have been payable for the scheduled shift, less deductions required by law.**

XX:03 Any sick time other than the paid sick time set out in Article XX:02, above, shall be without pay.

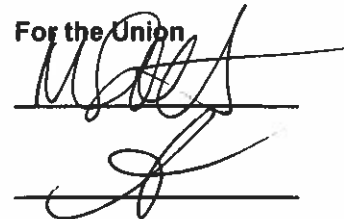
XX:04 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work.

XX:05 An employee may, with prior warning from their manager, be required to provide a doctor’s certificate certifying that the employee is unable to carry out their normal duties due to illness.

For the University



For the Union



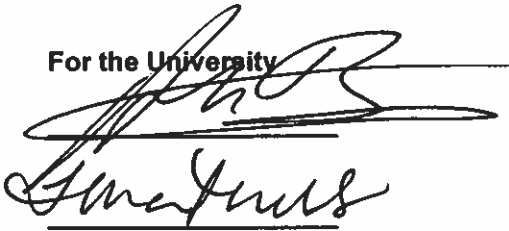
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

20

ARTICLE XX – VACATION PAY

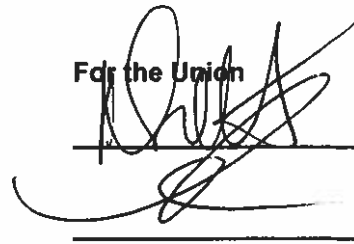
XX:01 Employees shall be entitled to vacation pay in accordance with the Employment Standards Act, 2000.

For the University



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

For the Union



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

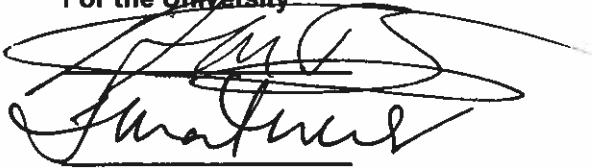
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

21

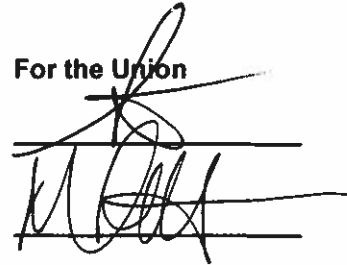
The University and the Union agree to **RENEW, AMEND or DELETE** as specified below the following Letters of Agreement/Understanding/Intent for the term of the renewal Collective Agreement:

- Letter of Intent: Wage Increase Where Rates for Casuals are Linked to Staff-Appointed Rates (p.23) – **RENEW**
- Letter of Intent: Accommodation (p.24) – **DELETE**
- Letter of Intent: Casual Bargaining Unit Data (p.25) – **RENEW**
- Letter of Understanding: E-Mail Addresses (p.26) – **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.27) – **AMEND**
- Letter of Intent: Use of Temporary Office Staffing Agencies (p.28) – **RENEW**
- Letter of Intent: Posting for University of Toronto Student Casual Positions (p.29) – **AMEND**
- Letter of Intent: Definition of Casual Worker – Non-University of Toronto Students (p.30) – **RENEW**
- Letter of Intent Re: Biometrics (p.31) – **RENEW**
- Letter of Intent: Meeting Regarding the Determination of Pay Rates for Casual Employees (p.32) – **DELETE** *renew MS & in AS*
- Letter of Intent: Conversion to Staff-Appointed Status (p.33)- **AMEND**
- Letter of Intent: Access to Timesheet Information (p.34) – **RENEW**
- Letter of Understanding: Domestic Violence (p.35) - **AMEND**
- Appendix X - Letter of Intent: Orientation (p.39) – **RENEW**
- Appendix X - Letter of Intent: Physical Space and Tools (p.40) - **RENEW**

For the University



For the Union



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

22

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

~~November 13, 2017~~ DATE

**~~Omero Landi~~ Mary Lou Scott
~~Area Coordinator~~ Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1**

Dear **~~Mr. Landi~~ Ms. Scott,**

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 Exploration & Education. This does not preclude the employing unit from using other resources to post the vacancy (or vacancies).

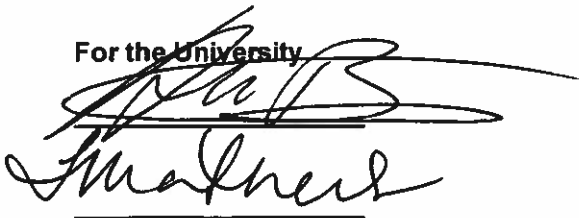
Disputes arising from the posting of a vacancy under this letter shall not be subject to the provisions of Article 9 (grievance procedure).

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

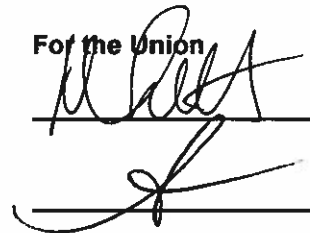
Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University



For the Union



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

23

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 DATE

~~Omoro Landi~~ Mary Lou Scott

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

Dear **~~Mr. Landi~~ Ms. Scott**,

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~~ paid time. The Union shall reimburse the University for such paid time and will be responsible for recording attendance and remitting this information to the University to facilitate accurate payment.

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.~~

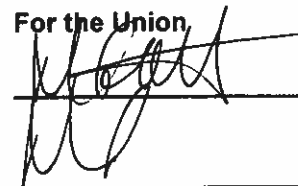
Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University



For the Union



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

24

LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE

November 13, 2017 DATE

Omer Landi Mary Lou Scott
Area Coordinator Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear **Mr. Landi Ms. Scott,**

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.

The University and the Union agree that, pursuant to the *Employment Standards Act, 2000*, eligible employees will be entitled to up to ten (10) full days of domestic or sexual violence leave every calendar year whether they are employed on a full-time or part-time basis. Employees are eligible for such leave if they or their child(ren) have experienced or been threatened with domestic or sexual violence.

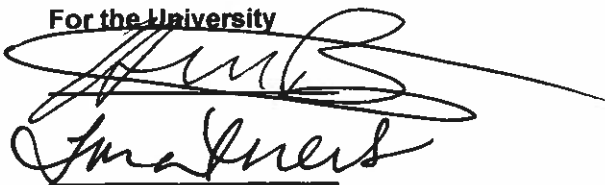
An employee will give notice that they are taking such leave and provide any related documentation and correspondence to the Family Care Office.

All of the eligibility criteria and evidentiary requirements in the *ESA* shall also apply.

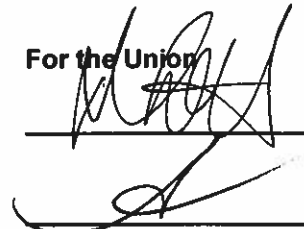
Yours truly,

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.

USW Local 1998 – Casual
10/25/2021

WITHOUT PREJUDICE



LETTER OF INTENT: CONVERSION TO STAFF-APPOINTED STATUS

November 13, 2017 DATE

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

Dear **~~Mr. Landi~~ Ms. Scott**,

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.

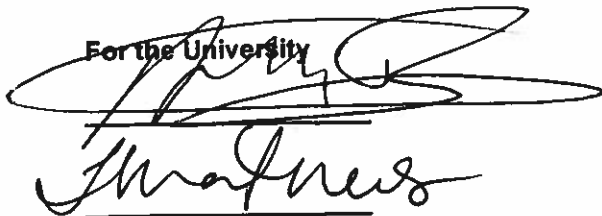
To address this concern, the University will undertake a review of all Casual employees in the bargaining unit ~~twice per year on a quarterly basis on or about May 1st and November 1st~~ each year of the Collective Agreement. The University shall determine which, if any, Casual employees meet the criteria 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~~ **November 1, 2021** 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.

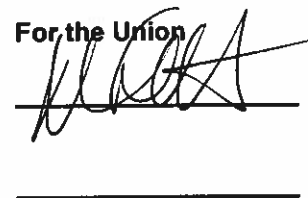
Yours truly,

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.

20

LETTER OF INTENT: DEPARTMENTAL DATA REGARDING EMPLOYMENT OF CASUAL EMPLOYEES

DATE

Mary Lou Scott
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

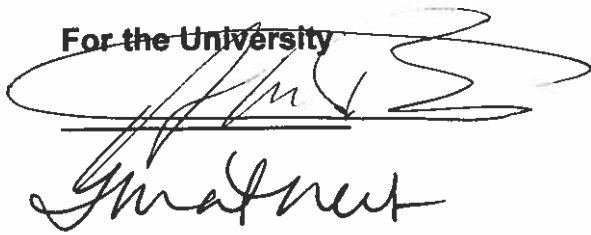
Dear Ms. Scott,

The University agrees that current employment levels in casual positions may be reviewed at the Staff-Appointed Labour Management Committee. For clarification, the University further agrees to provide the Union with data regarding the number of casual staff by department, including type of work performed, to the extent that is available, on a quarterly basis, to enable the Union to evaluate departmental usage of casual staffing arrangements.

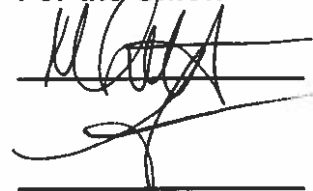
Yours truly,

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.

27

LETTER OF INTENT: CASUAL JOB NOTICES BOARD

DATE

Mary Lou Scott
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

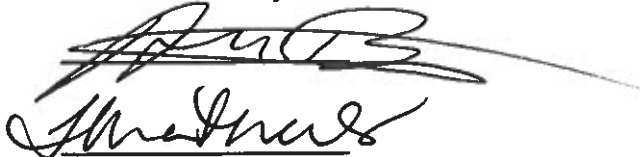
Dear Ms. Scott,

Within ninety (90) days of the ratification of this Collective Agreement, the University and the Union agree to meet at a Staff-Appointed Labour Management Committee to discuss and explore the pilot of an electronic job notices board for casual positions during the term of the renewal Collective Agreement.

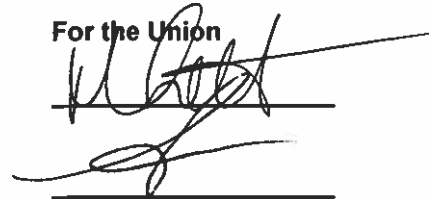
Yours truly,

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.

USW Local 1998 – Casual
10/26/2021

WITHOUT PREJUDICE

28

LETTER OF INTENT: EMPLOYMENT EQUITY

DATE

Mary Lou Scott
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, ON
M5T 1N1

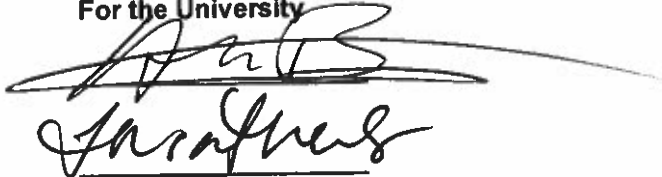
Dear Ms. Scott

Within ninety (90) days of the ratification of this Collective Agreement, the University and the Union agree to meet at a **Staff-Appointed** Labour Management Committee meeting to discuss increasing casual employee participation in the University's voluntary Employment Equity Survey, **and improved reporting on casual employee metrics.**

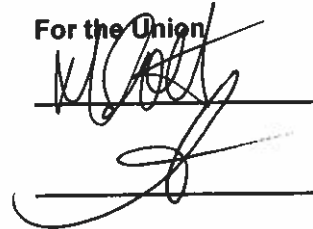
Yours truly,

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.

**LETTER OF INTENT: CASUAL EMPLOYEES WORKING IN RESEARCH
ASSISTANT RELATED ROLES**

31

DATE

Mary Lou Scott
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

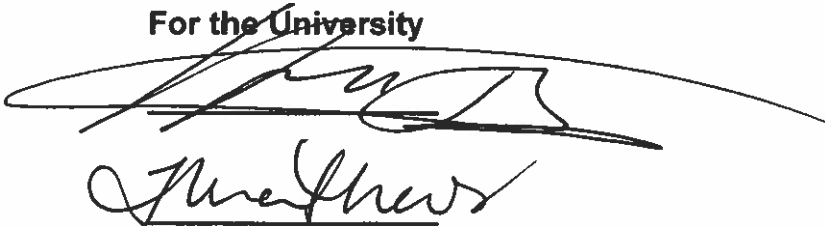
Dear Ms. Scott,

During the term of the renewal Collective Agreement the University and the Union will discuss matters pertaining to casual employees working in Research Assistant related roles during Staff-Appointed Labour Management meeting(s).

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.

32

LETTER OF INTENT: U OF T EMPLOYEE SIGN-IN PORTAL ON JOBS.UTORONTO.CA

DATE

Mary Lou Scott
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Ms. Scott,

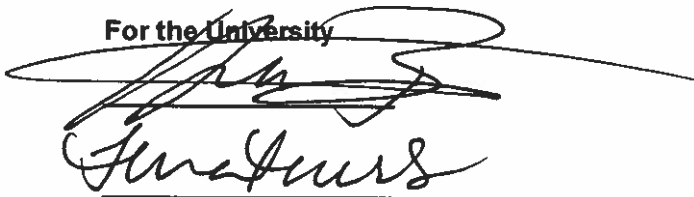
During the term of this Collective Agreement, the University and the Union agree to meet at a Staff-Appointed Labour Management Committee to discuss permitting **actively employed** USW Casual employees the ability to access the 'UofT Employee Sign-In' **portal** on the jobs.utoronto.ca website, **as opposed to the 'External Sign-In/View Profile' portal.**

~~For clarity, the University and the Union agree that Casual employees shall not be treated as 'internal' applicants pursuant to the terms of Article 12 of the Staff-Appointed Collective Agreement.~~

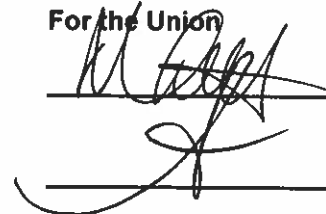
Yours truly,

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.

**APPENDIX Y: CASUAL SUMMER RESIDENCE DONS EMPLOYED AT INNIS COLLEGE,
NEW COLLEGE, UNIVERSITY COLLEGE, AND WOODSWORTH COLLEGE**

COLLECTIVE AGREEMENT

**For the “Casual Summer Residence Dons Employed at Innis College, New College,
University College, and Woodsworth College” “CASUAL” Bargaining Unit**

- BETWEEN -

The Governing Council of the University of Toronto

- AND -

THE UNITED STEELWORKERS

Term of Agreement: July 1, 2020 to June 30, 2023

The provisions of the Casual Collective Agreement between the University and Union apply to the casual summer residence dons employed at Innis College, New College, University College, and Woodsworth College.

Casual summer residence dons are those employees designated as such by the University, and who are working in these residences from May to August inclusive. Nothing in this Appendix requires any of the Colleges to employ casual summer residence dons.

In addition, the following supplementary provisions shall only apply to casual summer residence dons employed at Innis College, New College, University College, and Woodsworth College:

ARTICLE XX – RESIDENCE ROOM

XX.01 Casual summer residence dons employed at residences located at Innis College, New College, University College, and Woodsworth College, if any, will be entitled to a residence room for the duration of their contract. Such room shall be treated as a taxable benefit in accordance with the *Income Tax Act*, Canada Revenue Agency guidelines, and the University’s usual processes.

This room is provided in recognition that casual summer residence dons may need to rapidly respond in-person to unscheduled circumstances at the residence and that living at a residence will allow them to do so.

ARTICLE XX – HOURS OF WORK AND ON-CALL AVAILABILITY

XX.01 Each College will present each casual summer residence don with a schedule of their mandatory attendance days, meetings, and rounds, and any accompanying timelines or deadlines, from time-to-time as those schedules are developed. **The performance of all such scheduled hours of work shall be paid at the applicable hourly rate.**

The University and Union agree that often a majority of duties and responsibilities of a casual summer residence don are responsive to circumstances affecting the residence and its residents and are therefore ad hoc and incapable of being scheduled. Casual summer residence dons are expected to promptly and appropriately address any and all such circumstances.

33

34

XX.02 Each casual summer residence don shall not be scheduled for mandatory attendance days, meetings, or rounds, in excess of 44 hours per week, save and except their on-call availability, which shall not be longer than 12 consecutive hours per period of availability, unless mutually agreed.

XX.03 Each College will make a reasonable effort to schedule periods of on-call availability on an equitable basis within each residence.



XX. 04 During a period of on-call availability, a casual summer residence don will remain at the residence and maintain access to an on-call phone and bag. However, unless a casual summer residence don is actively engaged in responding to circumstances that arise during their period of on-call availability, they will be entitled to sleep, eat and otherwise engage in their own private affairs or pursuits and such time shall not be counted toward their hours of work and they will not be entitled to an hourly wage pursuant to Article 19 of the Casual Collective Agreement.

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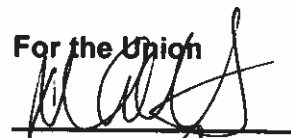

For clarity, a casual summer residence don will be entitled to an hourly wage (pro-rated for partial hours of work) for time spent actively responding to circumstances that arise during their period of on-call availability. In determining the appropriate hourly wage, the University and Union agree that casual summer residence dons are not performing a significant portion of the duties of a staff-appointed position.

XX.05 A casual summer residence don may request, no less than 72 hours prior to the commencement of the on-call availability period, approval from the College to exchange scheduled on-call availability.

For the University

For the Union

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

35

APPENDIX Z: STANDARDIZED PATIENT PROGRAM

COLLECTIVE AGREEMENT

For the “Standardized Patient Program” “CASUAL” Bargaining Unit

- BETWEEN -

The Governing Council of the University of Toronto

- AND -

THE UNITED STEELWORKERS

Term of Agreement: July 1, 2020 to June 30, 2023

The provisions of the Casual Collective Agreement between the University and Union apply to the casual employees employed in the Standardized Patient Program (“SPP”).

In addition, the following supplementary provisions shall only apply to casual employees employed by the SPP:

ARTICLE XX – RECRUITMENT E-MAILS

XX.01 Recruitment e-mails sent to eligible individuals on the SPP roster shall contain the following information, to the extent it is known and available at the time the e-mail is sent:

- Name of Project
- SPP Job Number
- Name of SPP Project Manager
- Date(s) of work (including training and simulation)
- Location of work (including specification of whether it is in-person or online)
- Time of work
- Rate of pay
- Travel compensation, if any
- Trainer name
- Onsite supervisor/coordinator name and contact, if any
- Required attire for work, if any
- Rotation information, if any
- General information regarding the SP role, including any physical demands (e.g. heavy lifting)
- Restrictions on ability to leave site, if any
- Training time, simulation time
- Whether food is provided
- Details on recording, if any

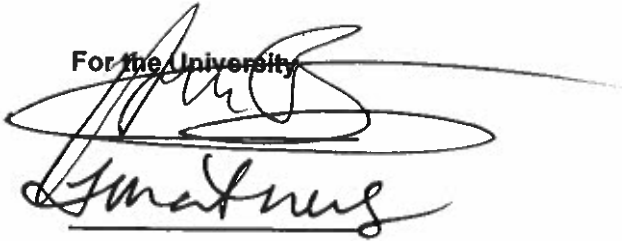
XX.02 Any updates to the information in the foregoing paragraph will be provided to impacted employees as soon as practicable in the circumstances.

XX.03 Notwithstanding Article 18: Shift Cancellation, the University will endeavour to provide as much notice as is practicable in the circumstances of any shift cancellations impacting casual employees in the SPP.

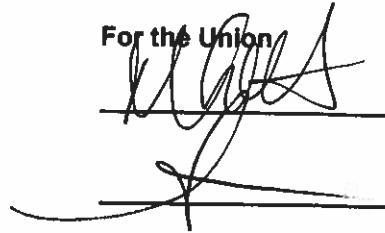
W. G. M.
AB

36

For the University



For the Union



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