

A photograph of a grand, classical building with a large dome and many columns, likely a university building. The image is used as a background for the top half of the document.

CONTRACT 2021

USW1998 Casual Unit Tentative Agreement HIGHLIGHTS

Dear Members,

On November 8th your Negotiating Committee reached a tentative agreement with the University on a new, three year collective agreement. All that remains is for the membership, you, to vote on this agreement to ratify it.

This has been an unprecedented round of bargaining, due to the pandemic, which saw many Casual members lose work as their contracts ended early, weren't renewed or through cancellation of new positions when the University suspended in-person operations for several months. For Casual members who worked through the pandemic, health and safety issues and the lack of paid sick days were vitally important issues.

Unfortunately, the pandemic also led to long delays in the bargaining cycle for several unions at the University. This meant that we had changes in our Unit leadership and on the Negotiating Committee during the process. We want to thank Nick Marchese, former Casual Unit President, and Rebecca Singh, a member of the Negotiating Committee from the Standardized Patient Program, for their months of work on bargaining proposals.

Paid sick days and the issue of precarity in this Unit were priorities for our members in this round of bargaining. They were highlighted in our very successful, award-winning Precarity U video (produced by Rebecca Singh and directed by Laura DaSilva), our follow up video on paid sick days and our social media campaign. Our petition for paid sick days was promoted by many other unions and organizations including Justice for Workers and the Decent Work and Health Network. We gathered over 1100 signatures and presented it to U of T senior leadership in our final days of bargaining.

We are thrilled to report that we have bargained two paid sick days for members of the Casual Unit!

HIGHLIGHTS

TERMS OF THE AGREEMENT - 3 YEARS
July 1, 2020 - June 30, 2023

We have also made gains in the following areas:

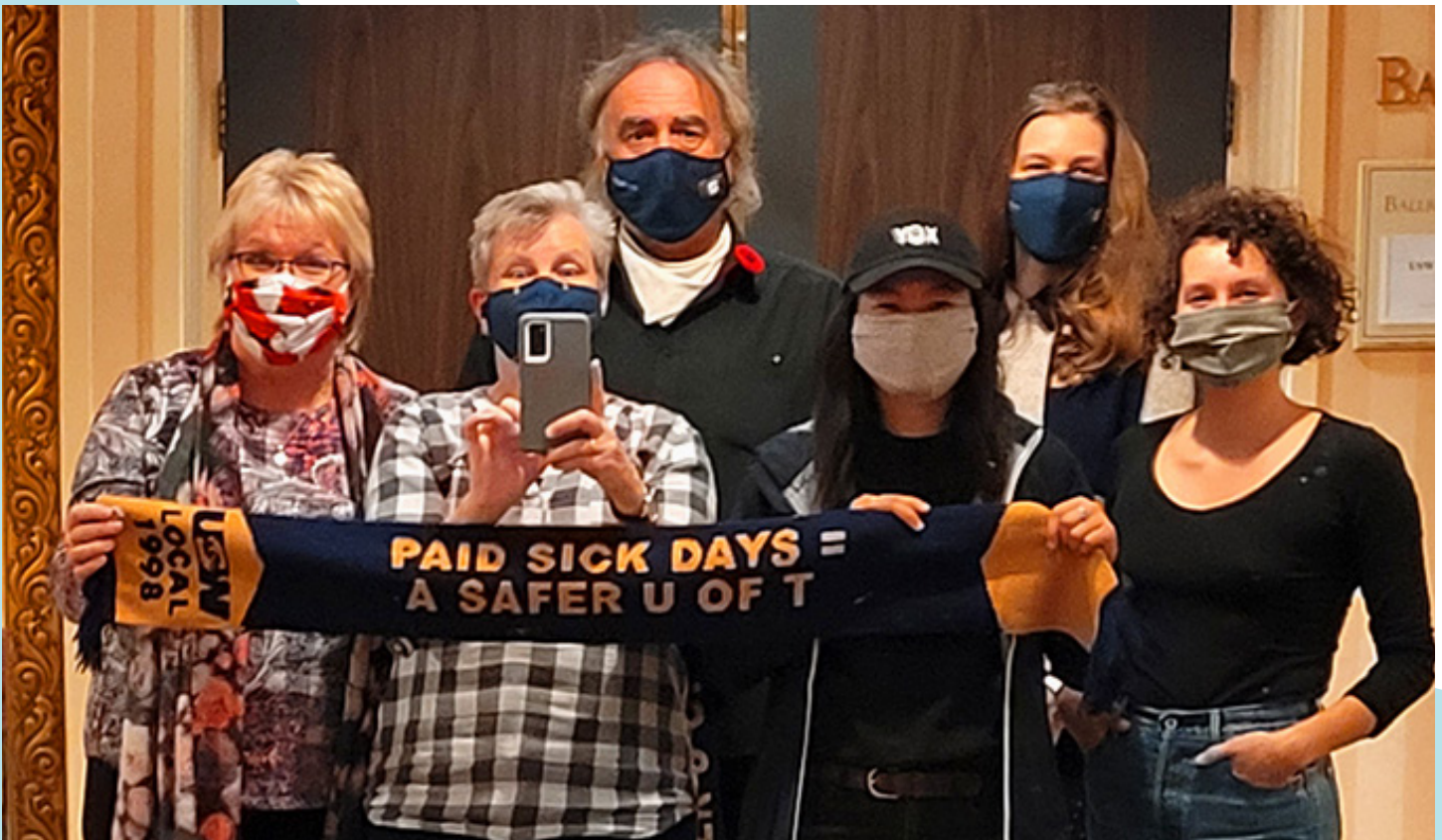
- 1% wage increase, including for Standardized patients who have not had a raise in years
- Continued access to the Employee and Family Assistance Plan and improvements to the Casual Dental Benefit Program
- More protection for members facing discipline and termination

Your Negotiating Committee is pleased to unanimously recommend acceptance of this settlement for ratification.

We would like to thank USW Staff Representative, Mary Lou Scott, for her work with the committee.

In solidarity,

Your Casual Unit Negotiating Committee: Angela Noorlander, Casual Unit President, Scott Eldridge, Casual Unit Secretary, Karen Hampson, Casual Unit Chief Steward, Gabriele Simmons, Casual Unit Organizer, Colleen Burke, USW 1998 President



Left to right, front row: Mary Lou Scott, Colleen Burke, Angela Noorlander, Gabriele Simmons
Left to right, back row: Scott Eldridge, Karen Hampson

WAGE INCREASES (with some retroactivity to July 1 2021)

1. For members receiving minimum wage who are not in the Standardized Patient Program (SPP):

The minimum wage is increased as follows:

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

The July 1 increase will be retroactive only for those employees who are actively employed in the bargaining unit on the date of ratification (effective Tuesday, November 16, 2021)

2. For employees who are paid above the minimum wage AND who are not paid in accordance with the staff-appointed grid AND who are not employed in the SPP:

Date of Ratification (effective Tuesday, November 16, 2021):

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 12 months prior to ratification AND whose wage rate has not changed for any reason during that same period.

July 1 2022 - 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 12 months prior to July 1 2022 AND whose wage rate has not changed for any reason during that same period.

For the purposes of this wage proposal, “continuously employed” shall mean continuous employment in either a single contract or a series of contracts separated by no more than 13 weeks.

3. For members in the Standardized Patients Program

- June 30, 2022 - One time only payment equivalent to 1% of wages earned between July 1 2021 and June 30, 2022.

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

- June 30, 2023 - One time only payment equivalent to 1% of wages earned between July 1 2022 and June 30, 2023.

HIGHLIGHTS

TERMS OF THE AGREEMENT - 3 YEARS

July 1, 2020 - June 30, 2023

- This increase shall only apply to employees who remain employed with the SPP on June 30, 2023.
4. Casual members whose jobs are tied to the Staff-Appointed Salary grid would have already received a 1% increase for the 2020 - 2021 collective agreement year. When the Staff-Appointed collective agreement is bargained, they will also be eligible for increases as bargained in that contract.

The constraints of Bill 124:

All of the bargaining at U of T and throughout the broader public sector is affected by the Ford government's Bill 124: "Protecting a Sustainable Public Sector for Future Generations Act." This law, which passed in 2019, imposes an unfair cap of only 1% increase per year to all wages and benefits for all public sector workers for a three year period. We know that inflation is higher than 1% and that our Casual Unit members who work so hard and who faced unemployment in the pandemic deserve much more than a 1% increase and two sick days per year. However, both the Union and the employer are prevented by law from bargaining a bigger raise or more benefits for our members during the Bill 124 "moderation period."

TWO PAID SICK DAYS EACH CALENDAR YEAR

- Paid sick time for one scheduled shift between January 1 and June 30 and one scheduled shift between July 1 and December 31 in each year of the collective agreement.
- Paid sick time will equal the wages that would have been payable for the scheduled shift, less deductions.
- Sick time is defined as absence because of illness or injury (not incurred at work), quarantine or accident not covered by WSIB.



U of T: DECENT WORK NOW!

"Not providing every worker with paid sick days harms the worker and the whole community. Everyone deserves paid sick days."



UNITED STEELWORKERS
USW
LOCAL 1998

6% VACATION PAY

The Employment Standards Act increased vacation pay to 6% for employees with more than 5 years' service with the same employer. We had a number of grievances on this issue in the past two years, filed by members who had not received this increased vacation pay. The grievances have been settled and the members will be contacted shortly regarding the settlement. On a go forward basis, 6% vacation pay will be applied this way:

- A casual employee with a "period of employment" of five years or more shall be entitled to 6% vacation pay, payable in each pay cheque.
- "Period of employment" includes employment under a single contract or series of contracts relating to the same or similar position as long as there is no more than a 13 week break.
- A casual employee with a "period of employment" of five years or more shall be entitled to 6% vacation pay, payable in each pay cheque.
- "Period of employment" includes employment under a single contract or series of contracts relating to the same or similar position as long as there is no more than a 13 week break.

EMPLOYEE AND FAMILY ASSISTANCE PLAN (EFAP)

The University had extended access to the EFAP during the pandemic and this benefit will continue for the life of the collective agreement. Members have access to confidential short-term counselling, coaching, information, and support for all types of issues relating to mental health, health management, and achieving greater personal and workplace well-being.

IMPROVEMENTS TO CASUAL DENTAL PROJECT

In 2020, the Union and the University negotiated a memorandum to spend health care money which had been bargained in 2011. We have now negotiated less stringent criteria on who is eligible so more casual members (who are not enrolled in a U of T student benefit plan) can apply for the dental benefit.

Eligibility:

- Members who regularly work 7.25 or more hours each week or
- Members who are employed on an irregular, intermittent basis and have worked at least 5 shifts per month for any 4 months in the past 12 months.

In addition, the Union has also decided to increase the benefit so people can make up to two claims per year (based on start date) with a total annual amount claimed of up to \$400 per member.

HIGHLIGHTS

TERMS OF THE AGREEMENT - 3 YEARS
July 1, 2020 - June 30, 2023

MORE PROTECTION FOR MEMBERS FACING DISCIPLINE & TERMINATION

- If a member has worked in the same position at 60% (21.75 hours a week) for six months, the employer must have just cause to terminate them. This is reduced from 12 months in the previous collective agreement.
- If an employee's shifts are being cancelled because of an investigation or fact-finding, the member and the Union will be informed, so a Union representative can reach out and assist the member.

MAKING SURE MEMBERS KNOW THEIR RIGHTS

- New contract language clarifies that members are entitled to the paid and/or unpaid leaves covered by the Employment Standards Act.
- New contract language explains domestic violence leave.
- New contract language about the minimum three hour rule.

INFORMATION FOR MEMBERS

- Letters of hire will now include important information like your contact for payroll questions and whether or not your position is doing a significant portion of the duties of a staff-appointed position and receiving the minimum rate on the salary grid for that position.
- When shifts are cancelled, employees must be notified in person, electronically, or by telephone / voicemail.

EQUITY ISSUES

- Expedited grievance procedure for members with accommodation issues.
- Updated language on gender identity and eliminating timelines to file a grievance related to sexual violence and sexual harassment.
- Union and management will meet to discuss improving participation of casual employees in the University's employment equity survey and improved tracking of casual employee metrics.

MOVING FORWARD ON ISSUES IMPORTANT TO MEMBERS

- We raised a number of issues that we were not able to resolve at the bargaining table, but we have bargained a commitment from the University to work on the following issues during the term of this contract:
- Working out technical issues to allow casual members access to internal job postings on jobs.utoronto.ca.

- Creating a pilot for an electronic job notices board for casual positions.
- Paid Union orientation for casual members in KPE, Hart House and Division of University Advancement.
- Discussing professional development possibilities for casual employees.

USING DATA TO TACKLE PRECARIETY IN THE UNIVERSITY

- Using data to tackle precarity in the University
- One of the big challenges for the Union in representing casual members is the large and decentralized nature of the University. It is very difficult for the Union to monitor the situation of members who should be converting to staff-appointed status, or to get information on departments that are hiring a revolving door of casual positions instead of posting full-time continuing or term jobs. We were able to bargain improvements to the data we receive which will give the Union the tools to find and deal with situations where the collective agreement is being violated.
- The University will review the job status of all casual employees on a quarterly basis to determine who meets the criteria to convert to staff-appointed status. This also allows the Union to reach out to these members to check on their conversion status. The frequency of this review has increased from twice a year to quarterly.
- Also on a quarterly basis, the University will provide the Union with data regarding the number of casual staff by department, including the type of work performed. This will help us better understand our Unit and connect with members, and it will allow us to see trends and identify departments which are violating the collective agreement by avoiding conversions or avoiding posting full-time positions
- Monthly membership lists from the University will now include members' student status and whether or not they are new members. This will help the Union do more effective outreach to this large and mobile Unit.

SPECIFIC EMPLOYEE GROUPS

- **Standardized Patients (SPs) in the Faculty of Medicine** are a large and unique group of casual members. They are a cohort that is hired for short term work as it is available and, unlike many members of the Casual Unit, they have a long-term connection to the University in a single casual position. It is an important development to have an Appendix for them in the collective agreement with some language on increasing transparency and providing SPs with more information when they are recruited for jobs. This Appendix gives us something to continue building on in future rounds of bargaining.
 - As noted above, the SPs also get a contractual wage increase for the first time in years.
 - Within 90 days of ratification of the collective agreement, the Union and management will meet to discuss matters related to SPs, including issues with payroll errors.

HIGHLIGHTS

TERMS OF THE AGREEMENT - 3 YEARS

July 1, 2020 - June 30, 2023

- Article 18 on Shift Cancellation was bargained in the 2011 round of bargaining and was improved in the next two rounds. This Article in the collective agreement says that shifts cancelled with less than 24 hours' notice will be paid. Historically, this has been implemented for all casual members except for the SPs.
- The past practice in the SPP has been that any shift that is cancelled within 14 days would be paid. During bargaining, the University put the Union on notice that going forward, it would implement shift cancellations as per the language in Article 18 of the collective agreement. The employer will now be following the strict language in the collective agreement, a very negative change considering the Program's past practice. The 1% cap imposed by Bill 124 has left the Union with limited options to oppose this change. Due to the limitations of Bill 124, the bargaining committee prioritized bargaining a wage increase and paid sick days for all casual members as part of this 1%.

Summer Residence Dons

The Residence Dons on St. George campus organized with the Union in 2020 and recently signed a new collective agreement. It was determined in that process that Dons who work in the summer term are more properly in the Casual Bargaining Unit. A new appendix confirms that Summer Dons will be entitled to a residence room during their contract, plus hourly pay for time worked and time spent actively responding during their on-call hours.

**Your Negotiating Committee Unanimously
recommends a YES vote on this
tentative collective agreement.**

ELECTRONIC RATIFICATION VOTE

An electronic vote will be conducted between November 11th at 7:00 pm until
November 15th at 11:59pm. You will receive your electronic ballot by email
on November 11th at 7:00 pm.

USW1998 25 Cecil Street, Toronto, ON M5T1N1
416. 506. 9090 info@usw1998.ca usw1998.ca



MONDAY, NOVEMBER 8TH @ 6:00PM

MEMORANDUM OF AGREEMENT

BETWEEN

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

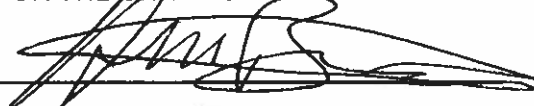
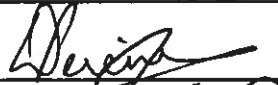

-and-

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


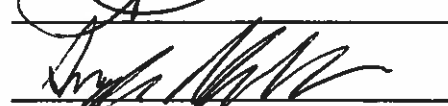
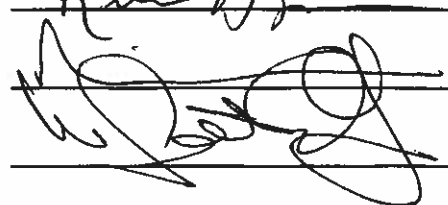
MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

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. Edwards

David

Smith

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.

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:

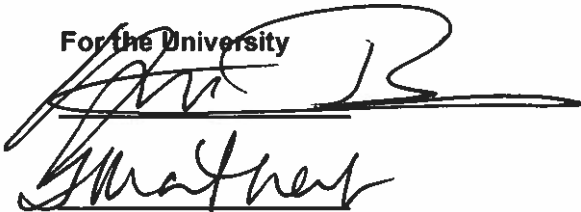
This increase shall only apply to employees who remain employed with the SPP on June 30, 2022.

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

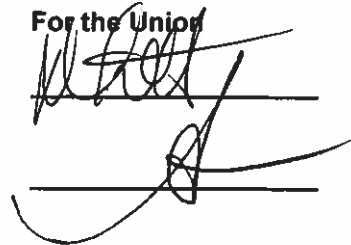
This increase shall only apply to employees who remain employed with the SPP on June 30, 2023.

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 a horizontal line.

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


Matthews

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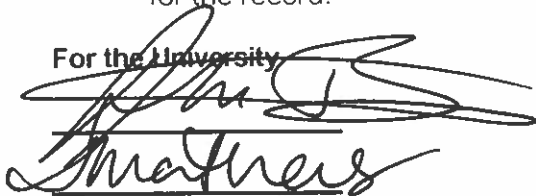
~~the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 11 of this Collective Agreement.~~

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.

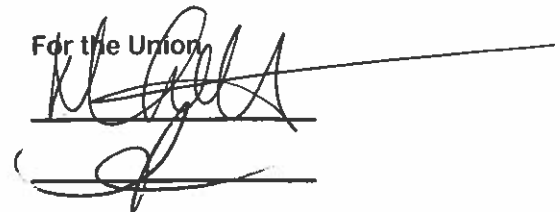
If an employee files a grievance under Article 3:05, such grievance shall be filed at Step 3 of the grievance procedure. The time limits set out in Article 9:01 shall not apply to such grievances. The time limit for the University to issue a Step 3 response under Article 3:05 shall be sixty (60) working 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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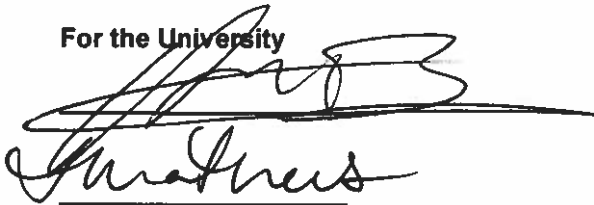
ARTICLE 7: UNION REPRESENTATION

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.

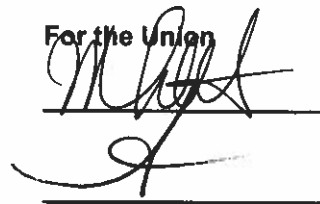
For clarity, if any of these individuals convert to Staff-Appointed status under Article 2:02 of the Staff-Appointed Collective Agreement during their elected/appointed term, it is understood that they may continue to be covered by this article for the remainder of their elected/appointed term.

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

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

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

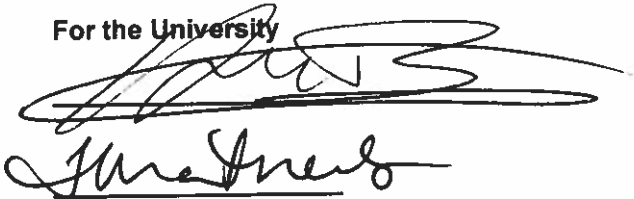
If the decision at Step One is not satisfactory, the written grievance may be advanced by notifying the local Human Resource person, who shall forward a copy to the Principal, Dean, Division Head, Executive Director, Labour Relations or designate, or alternatively directly to Step Three within ten (10)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

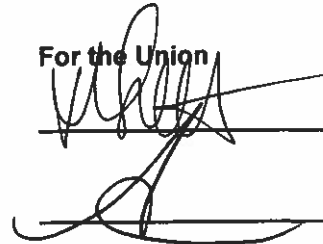
Step Three

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.

9

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:

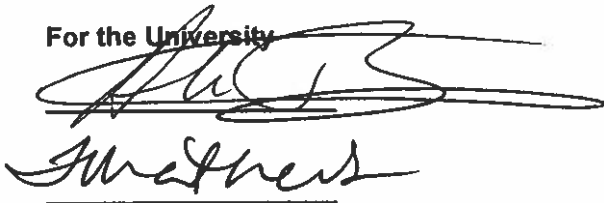
- The end of the term for which the casual employee was engaged, whether this was a term that was for a specific time period or a term necessitated by another employee being on a leave of absence of uncertain duration;
- The completion of the task for which the casual employee was hired;
- Reduction 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.

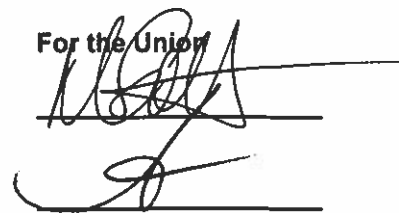
10:03 Any notice of disciplinary action which is intended to form a part of an employee's employment record shall be given in writing with a copy to the Union. All such notices or records shall be permanently removed from the employee's file when twenty-four (24) months have elapsed since the date of 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.

10

ARTICLE 12: GENERAL

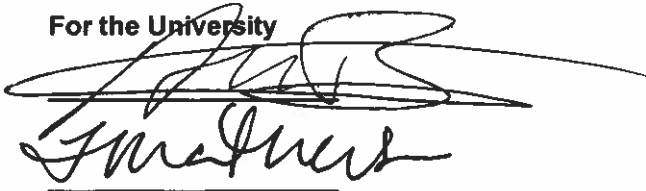
12:01 The University will continue to provide the Union, on a monthly basis (with a ^{my} ~~gender~~ compatible electronic copy) a list that includes: employee name, ~~gender~~, number of hours worked on a monthly basis, gross pay in the pay period, student status, e-mail address where available, ~~and~~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

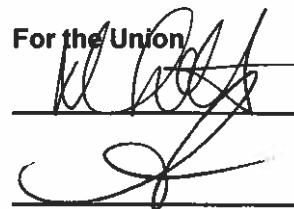
On a quarterly basis the University will also provide a list of employees' home addresses. In addition, the University will provide a list of the employees' Divisions, current Department, personnel numbers, hours worked, student status where applicable, UTEMP status where applicable, staff-appointed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

(10)

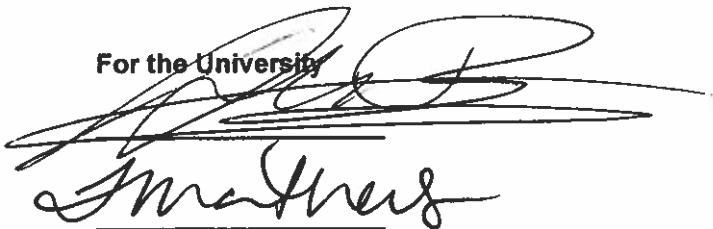
Personal Emergency Leave

ESA Leaves of Absence

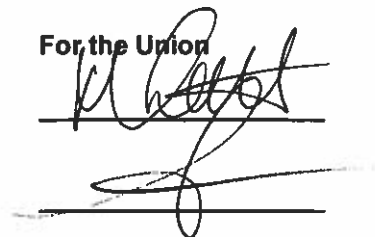
~~13:04 An employee is entitled to take up to ten (10) days unpaid Personal Emergency Leave as described in the *Employment Standards Act* or other applicable legislation, as amended from time to time.~~

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

A large, stylized handwritten signature in black ink, written over a horizontal line.

For the Union

A handwritten signature in black ink, written over a horizontal line.

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.

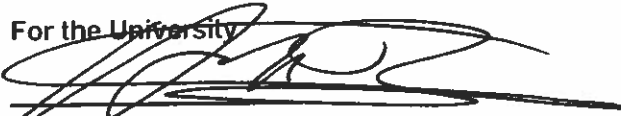
- (d) The member of the Accommodation Committee will suffer no loss of straight-time pay when meeting with the University on accommodation and/or return to work issues, or for time necessarily spent in the handling of grievances where the committee member is acting in place of a Union Steward.
- (e)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

13

For the University


Matthew

For the Union

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

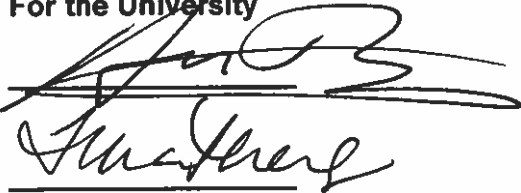
14

ARTICLE 18: SHIFT CANCELLATION

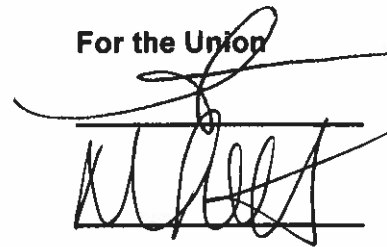
18:01 In the event that the University exercises its discretion to cancel an employee's shift for reasons other than emergencies, unforeseen circumstances or situations beyond the University's control, reasonable efforts will be made to notify the employee of such cancellation as far in advance as practicable.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

A handwritten signature in black ink, appearing to be "J. Smith", written over two horizontal lines.

For the Union

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

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

15

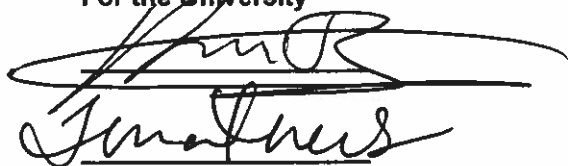
ARTICLE 19: WAGES

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.

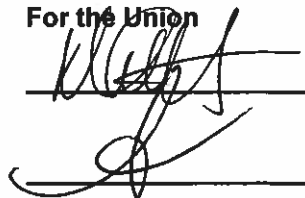
Effective July 1, 2022, bargaining unit employees will be paid no less than fifteen dollars and thirty cents (\$15.30) per hour or, where the employee is assigned by the University to perform a significant portion of the duties of a staff appointed position, the minimum rate on the salary grid for that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

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

For the University

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

For the Union

A handwritten signature in black ink, appearing to be "W. G. Smith", written over a horizontal line.



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

16

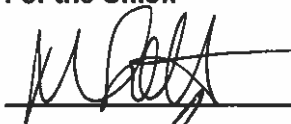

ARTICLE 20: TERMINATION

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

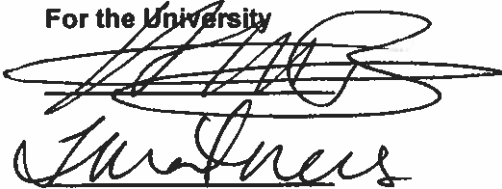
22:01 Casual employees hired for a term of more than (1) month will be provided with a letter of offer signed by the manager including the following information:

- 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**

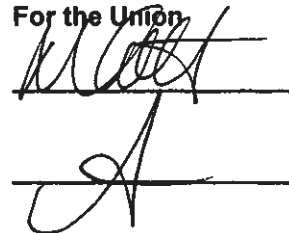
The employee will be asked to sign the letter.

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

For the University

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

For the Union

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

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

(18)

Information to Employees

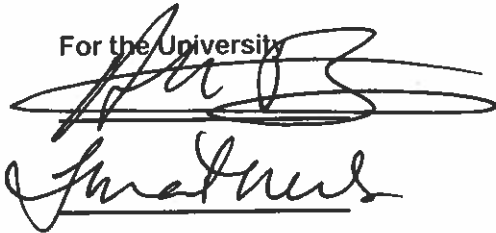
~~6:06~~ The Employer agrees to inform all new employees that a Union Agreement is in effect.

22:02

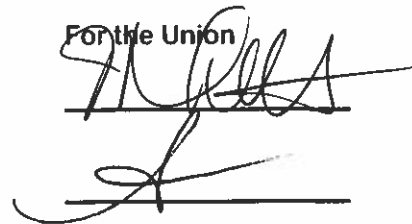
The hiring Department shall provide to all employees a one-page (letter-size, single or double-sided) statement about the Union, prepared by the Union, provided that the statement is first forwarded to the Executive Director, Labour Relations (or designate) for information and approval as to its factual 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. Matheus", written over a horizontal line.

For the Union

A handwritten signature in black ink, appearing to be "M. G. Silva", 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:

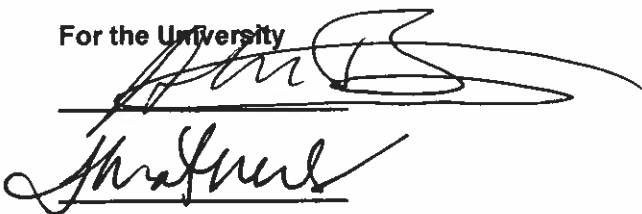
- (a) The paid sick time entitlement shall be for one (1) scheduled shift between January 1st and June 30th inclusive, and one (1) scheduled shift between July 1st and December 31st inclusive, in each year of the Collective Agreement. Unused paid sick time shall not be accrued or banked.**
- (b) The 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.

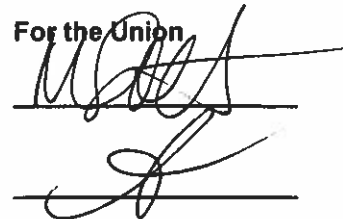
XX:04 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work.

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



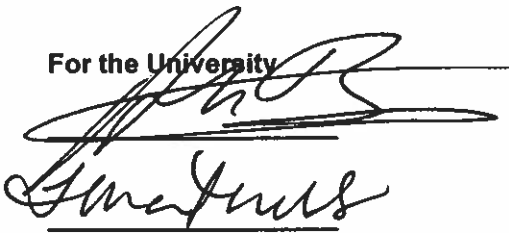
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

20

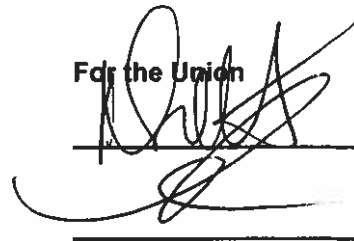
ARTICLE XX – VACATION PAY

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. Martin", is written over a horizontal line.

For the Union

A handwritten signature in black ink is written over a horizontal line.

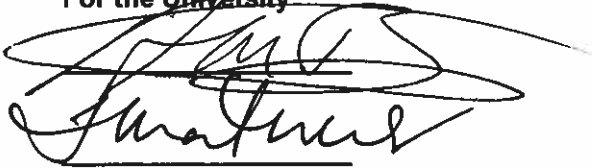
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

21

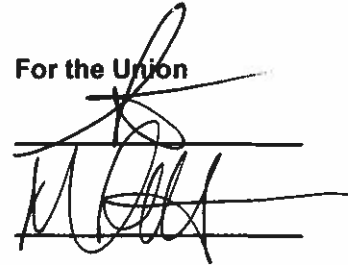
The University and the Union agree to **RENEW, AMEND or DELETE** as specified below the following Letters of Agreement/Understanding/Intent for the term of the renewal Collective Agreement:

- 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*
- 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).

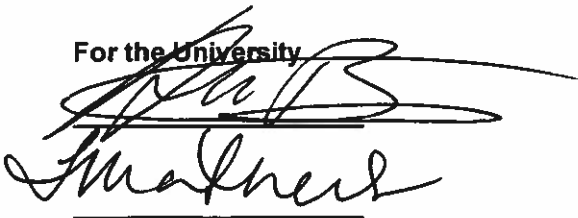
Disputes arising from the posting of a vacancy under this letter shall not be subject to the provisions of Article 9 (grievance procedure).

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

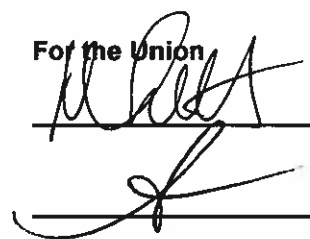
Yours truly,

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.

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

Omero 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.~~

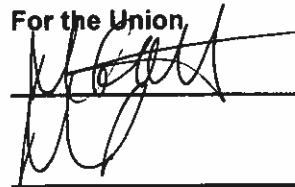
Yours truly,

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

Omero 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.

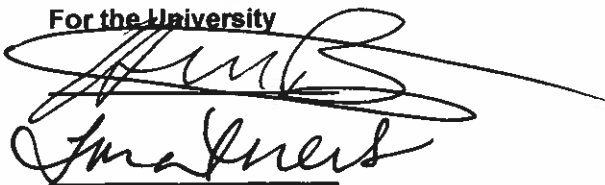
An employee will give notice that they are taking such leave and provide any related documentation and correspondence to the Family Care Office.

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

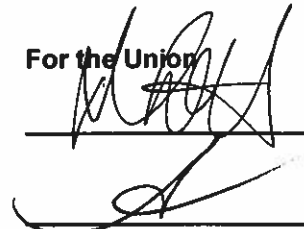
Yours truly,

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.



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.

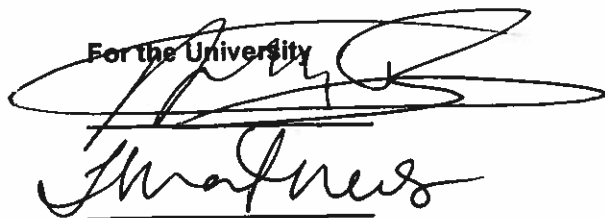
To address this concern, the University will undertake a review of all Casual employees in the bargaining unit ~~twice per year~~ **on a quarterly basis on or about May 1st and November 1st** each year of the Collective Agreement. The University shall determine which, if any, Casual employees meet the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

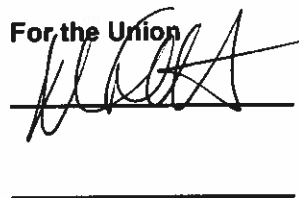
Yours truly,

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

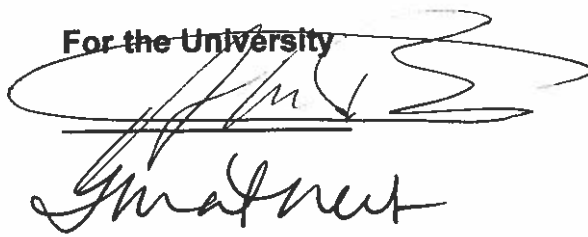
Dear Ms. Scott,

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.

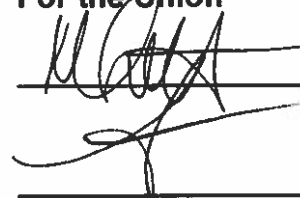
Yours truly,

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

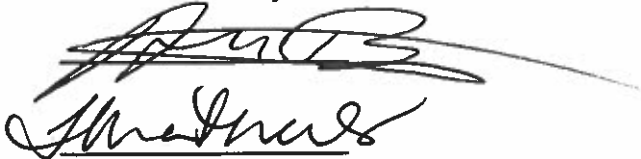
Dear Ms. Scott,

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.

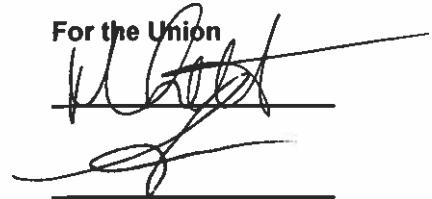
Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

A handwritten signature in black ink, appearing to read 'Alex Brat', written over a horizontal line.

For the Union

A handwritten signature in black ink, written over a horizontal line.

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

28

LETTER OF INTENT: EMPLOYMENT EQUITY

DATE

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

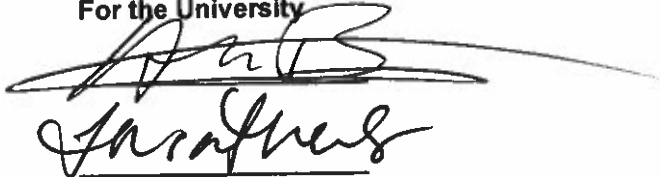
Dear Ms. Scott

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.**

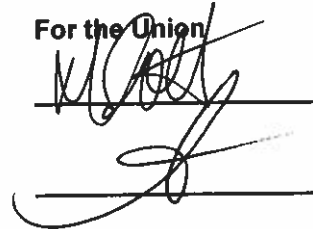
Yours truly,

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.

29

DATE

Dear Ms. Scott,

Yours truly,

~~For the University~~

For the University

[Signature]

Matthews

For the Union

For the Union

UofT & USW Local 1998 – Casual

30

LETTER OF INTENT: PROFESSIONAL DEVELOPMENT

DATE

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

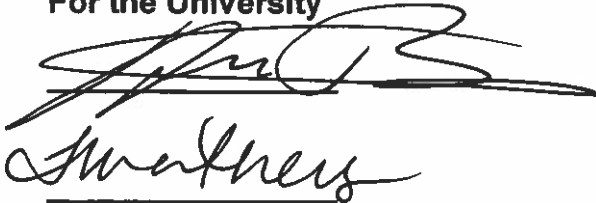
Dear Ms. Scott,

During the term of the renewal Collective Agreement the University and the Union will discuss the feasibility of professional development of casual employees during Staff-Appointed Career Development & Talent Retention working group meetings.

Yours truly,

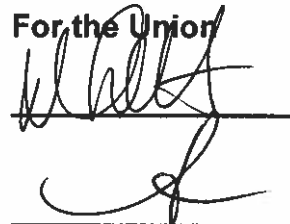
Alex Brat
Executive Director, Labour Relations

For the University



A. Brat

For the Union



M. Lou Scott

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

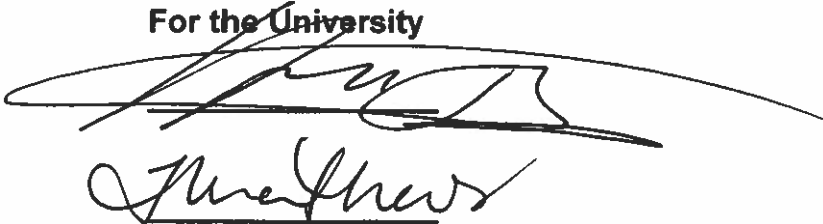
Dear Ms. Scott,

**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.*

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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,

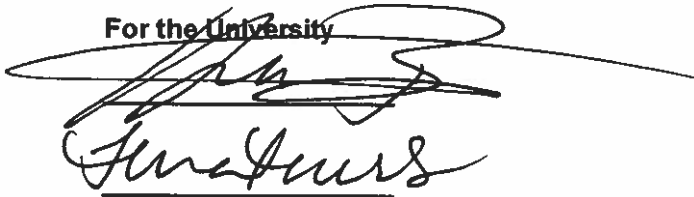
During the term of this Collective Agreement, the University and the Union agree to meet at a Staff-Appointed Labour Management Committee to discuss permitting **actively employed** USW Casual employees the ability to access the 'UofT Employee Sign-In' portal on the jobs.utoronto.ca website, as opposed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

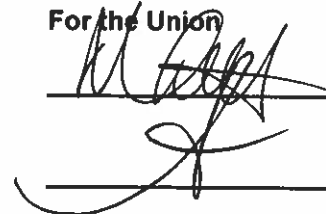
Yours truly,

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.

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.

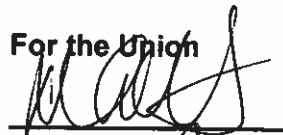

For clarity, a casual summer residence don will be entitled to an hourly wage (pro-rated for partial hours of work) for time spent actively responding to circumstances that arise during their period of on-call availability. In determining the appropriate hourly wage, the University and Union agree that 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.

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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

[Signature]
[Signature]

For the Union

[Signature]
[Signature]

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