



COLLECTIVE AGREEMENT

FOR THE "STAFF APPOINTED" BARGAINING UNIT

-BETWEEN-

THE UNIVERSITY OF TORONTO SCHOOLS

-AND-

THE UNITED STEELWORKERS



Term of Agreement: July 1, 2020 to June 30, 2021

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COLLECTIVE AGREEMENT ENTERED INTO

at the City of Toronto, in the Province of Ontario, as of April 30, 2021
-between –

UNIVERSITY OF TORONTO SCHOOLS
(hereinafter called “UTS”)

- and

**UNITED STEEL, PAPER and FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
and SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS)**
(hereinafter called “the Union”)

ARTICLE 1: PURPOSE OF AGREEMENT

1:01 The general purpose of this Agreement is to secure the benefits of collective bargaining, a method of settling any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, and to set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by UTS and the Union.

ARTICLE 2: RECOGNITION AND SCOPE

2:01 UTS recognizes the Union as the sole and exclusive bargaining agent for all employees of UTS save and except the following:

- (1) Persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations, attached as Appendix A hereto.
- (2) A. Academic staff including but not limited to:
 - (i) members of faculty at all professorial ranks;
 - (ii) academic administrators
 - (iii) librarians;
 - (iv) status only appointments;
 - (v) visiting academic appointments;
 - (vi) senior tutors;
 - (vii) tutors;
 - (viii) lecturers;
 - (ix) special lecturers;
 - (x) instructors;
 - (xi) scholars and fellows;
 - (xii) sessional appointments;
 - (xiii) persons hired to teach on stipend;
 - (xiv) clinicians.
- B. Research Associates.
- C. Athletic instructors and coaches.
- (3) Engineers, doctors, dentists, architects or lawyers entitled to practice in Ontario and who are employed in a professional capacity.

- (4) Persons who are non-staff-appointed.
- (5) Persons for whom any other trade union held bargaining rights under the *Labour Relations Act* as of May 29, 1998.

2:02

- (a) Notwithstanding the provisions of Article 2:01 (4) above, the following type of nonstaff-appointed employees covered by the USW Local 1998 Casual collective agreement will, if they satisfy the criteria set out in (1) or (2) below, be deemed to be non-probationary staff- appointed employees covered by the terms and conditions of this collective agreement. The parties agree that the following types of employees are a specific and closed group to which no other nonstaff-appointed employees could be added, other than by the express written agreement of the parties to amend this Article, and the parties do not intend that an arbitrator has the jurisdiction to expand the type of employees beyond that specifically set out below:
 - (1) Persons who work in the same position with an appointment of forty (40) percent or more, or regularly work the equivalent or more in hours each week (i.e., fourteen and one-half (14.5) hours each week) in the same position for eighteen (18) consecutive months will, at that time, become covered by the terms and conditions of this collective agreement.
 - (2) Persons who work in the same position with an appointment of sixty (60) percent or more, or regularly work the equivalent or more in hours each week (i.e., twenty-one and three quarters (21.75) hours each week) in the same position for twelve (12) consecutive months will, at that time, become covered by the terms and conditions of this collective agreement.
 - (3) Employees who are UTS students are not subject to Article 2:02 (1) and (2) above.
 - (4) For the purposes of (1) and (2) above, authorized leaves of absence of less than twenty (20) working days, vacations, sessional layoffs or other UTS closings shall be deemed hours regularly worked.
- (b) Seniority for a non-staff-appointed employee converted to staff-appointed status as per Article 2:02(a) will be calculated based on the date the employee commenced casual employment qualifying under Article 2:02 (i.e., normally after twelve (12) or eighteen (18) months prior to conversion).

For the purposes of the calculations in (1) and (2) above, fulltime weekly hours of work is equal to thirty-six and one-quarter (36¼) hours.

2:03 Subject to Articles 2:01 and 2:02 above, there are three (3) types of staff-appointed employees covered by this collective agreement:

- (a) **Continuing** employees have no predetermined end date and hold positions that are considered by the employing unit as part of the staff complement of the unit.
- (b) **Sessional** employees hold continuing positions for which UTS requires staffing only during an academic session or part thereof, which may be up to eleven (11) months in length. These employees are on sessional layoff for the balance of the academic year.
- (c) **Term employees** are hired for an initial appointment of at least six (6) months in length, the maximum period of consecutive term employment not to exceed eighteen (18) months. Each term appointment shall have a predetermined end date. In the case of a term employee who exceeds an eighteen (18) month period, such employee shall become a “continuing” or “sessional” employee, as the case may be.
- (d) In the event a USW Local 1998 Casual bargaining unit position with regularly scheduled hours of work of at least fourteen and one-half (14½) hours or more per week exceeds twenty-four (24) consecutive

months' duration, the position (other than those set out in 2:02 (a)(3) above) will become a staff-appointed position covered by this collective agreement and shall be posted in accordance with Article 12:04, unless the incumbent qualifies for staff-appointed status as per Article 2:02(a)(1) and (2).

- 2:04 No employee in the bargaining unit will be laid off or displaced to a lower-rated job as a result of the contracting out of work normally performed by bargaining unit employees, or such work being performed on or off site by a contractor, consultants, service providers or others. Furthermore, before contracting out any work, UTS will recall for such work qualified employees who are laid off, provided these employees are available.

No employee will be laid off or otherwise adversely affected because of contracting out.

ARTICLE 3: RELATIONSHIP

No Discrimination

3:01

- (a) UTS and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities, and people who because of their race, colour, sexual orientation, gender expression or gender identity have been traditionally disadvantaged in Canada. UTS and the Union are committed to employment equity and to make reasonable effort to achieving and maintaining a workforce representative of those qualified individuals available for recruitment and promotion by the School.
- (b) UTS and the Union agree to uphold the Human Rights Code and will not under any circumstances permit employment practices and procedures in contravention of it. Accordingly, UTS and the Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, gender orientation, religious belief, colour, ethnic origin, mother tongue, marital status, family status, political affiliation or belief, citizenship, sexual orientation, disability, age, or record of provincial offences or federal offences for which a pardon has been granted, as those terms are defined in the Ontario Human Rights Code (if applicable), subject to the Ontario Human Rights Code provisions related to *bona fide* occupational qualification.

- 3:02 UTS and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

Sexual Harassment

- 3:03 Sexual harassment shall be considered discrimination under Article 3:01 of this Agreement. Harassment based on sex includes:

- (a) Unwanted sexual attention of a persistent or abusive nature, by a person who knows or ought reasonably to know that such attention is unwanted; or
- (b) A course of physical or verbal conduct, or other forms of communications occurring while a member is in the employ of UTS or acting on behalf of UTS, that is directed at one or more specific individual, that emphasizes the sex or sexual orientation of the individual or those individuals in a manner which the actor knows or ought reasonably to know creates for that individual or those individuals an intimidating, hostile, or offensive working environment and that exceeds the bounds of freedom of expression as it is understood in applicable UTS policies and accepted practices, including but not restricted to those explicitly adopted; or
- (c) Implied or expressed promise of reward for complying with a sexually oriented request; or

- (d) Implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.

No Reprisal

- 3:04 UTS and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

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

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

- 3:05 An employee may elect to submit a grievance alleging sexual harassment under the collective agreement or to file a complaint under UTS' Sexual Harassment Policy:
- (i) An employee who elects to file a grievance under the collective agreement shall, if they wish, have access to the process in UTS' Sexual Harassment Policy prior to Step 1 of the grievance procedure and maybe accompanied by a Union representative during the process, if they choose. An employee may withdraw from the process at any time and resume the grievance process. Where the person normally hearing the grievance is the alleged harasser, the grievance shall be automatically forwarded to the next step in the grievance procedure.
 - (ii) Employees electing to proceed with a complaint under UTS' Sexual Harassment Policy shall have the right to be accompanied by a Union representative at any stage of the process.
 - (iii) The time limit for filing a complaint under UTS' Sexual Harassment Policy or a grievance alleging sexual harassment under this collective agreement shall be no longer than six (6) months after the occurrence of the matter which is the subject of the complaint/grievance. Where the alleged harasser is the Supervisor of the complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) months.

The provisions of this clause may not be utilized by an employee where the subject matter of the complaint is or has been or becomes the subject of a complaint to the Human Rights Commission under the *Human Rights Code*.

Racial Discrimination

- 3:06 An employee who files a grievance under the collective agreement alleging that they have been discriminated against because of race contrary to Article 3:01 may, if they choose, meet with UTS' Human Resource Director prior to Step 1 of the grievance procedure and may be accompanied by a Union representative if they choose. Thereafter an employee may resume the grievance process.

Labour/Management Committee

3:07 The Union and UTS acknowledge the mutual benefit of open two-way communication. Therefore, the parties agree that there will be a joint labour/management committee consisting of two (2) representatives from the UTS, one (1) of which shall be the Human Resources Director and two (2) representatives selected by the Union, one (1) of which shall be the Local Union Unit President. The Staff Representative of the Union may also attend such meetings. Meetings will be held on a quarterly basis and each party shall submit to the other, fourteen (14) calendar days before a meeting, a written summary of the topics to be discussed at the upcoming meeting. Such items may include any known issue(s) that will potentially impact the bargaining unit and/or its members, Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining, nor can the committee alter, modify or amend any part of the collective agreement. If mutually agreed, additional meetings may be scheduled.

Workplace Harassment and Workplace Violence

3:08 UTS will provide an environment where members of the Bargaining Unit are not subjected to workplace harassment or workplace violence. An employee may file a grievance alleging a course of conduct amounting to workplace harassment or workplace violence when UTS has exhausted any applicable internal steps to respond to the situation, pursuant to school policies and procedures, and the employee is dissatisfied with the outcome or if, after forty-five (45) days have elapsed from the date the written complaint was brought to the attention of UTS, identifying the conduct alleged to constitute workplace harassment or workplace violence, UTS has not provided the employee with a response to the complaint. Such grievance will be filed at Step 2 of the Grievance Procedure. If not resolved at Step 2, mediation or facilitation before an agreed-upon mediator or facilitator must occur before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party. During any internal steps taken to resolve the situation, the employee shall have the right to be accompanied by a Union representative.

Information – New Hires

3:09 On the date of hire, UTS shall advise each new employee of the name of their Union Steward and the Local Unit President and their phone number and campus mail address. New members shall be allowed to meet with the Union for two and one half (2½) regular working hours with no loss of pay, at the end of the workday. This two and one half (2½) hours referred to will also include travel time, if any, involved in attending such a meeting. These meetings shall be arranged in the following manner:

- (1) The Union shall provide UTS with a schedule of monthly meetings.
- (2) UTS shall notify any new employee of the dates of the next scheduled meetings.
- (3) If requested by the new employee, UTS shall allow them to attend the meeting within the first three (3) months from the date of employment.

3:10 UTS shall, on a monthly basis (with a compatible electronic copy), provide the Union with a list of all new hires, along with their home telephone number, work email address, job classification, rate of pay and status (full/part-time) and date of hire.

ARTICLE 4: MANAGEMENT RIGHTS

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

- (a) Maintain order, discipline, and efficiency.

- (b) Hire, assign, direct, promote, demote, classify, transfer, layoff, recall, and suspend, discharge or otherwise discipline employees for just cause, subject to the right of an employee to grieve to the extent and manner provided herein if the provisions of the Agreement are violated in the exercise of these rights.
- (c) Determine the nature and kind of business conducted by UTS, the kinds and locations of equipment used, materials used, the methods and techniques of work, the hours of work, work assignments, the schedules of work, the number of personnel to be employed, classifications and the qualifications for positions, duties and responsibilities of positions, and the extension, limitation, curtailment or cessation of operations.
- (d) Establish, enforce and alter from time to time reasonable rules and regulations to be observed by employees.

4:02 UTS shall exercise its rights in a manner that is non-arbitrary, reasonable, in good faith and consistent with the terms of this collective agreement.

ARTICLE 5: NO STRIKE OR LOCKOUT

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

ARTICLE 6: UNION SECURITY

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

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

6:03 The monthly remittance shall be accompanied by a statement listing: (i) the name of each employee from whose pay deductions have been made and the total amount deducted for the month; and (ii) the names of the bargaining unit employees from whom no deductions have been made and the reasons why. The monthly remittance will also include the Union's "Summary of Union Dues" form.

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

6:05 UTS agrees to record total Union dues deductions paid by each employee on their T4 slip.

ARTICLE 7: UNION REPRESENTATION

7:01 UTS acknowledges the right of the Union to appoint or otherwise select up to one (1) Union Steward, from among employees who have completed their probationary period, for the purpose of representing employees in the handling of grievances.

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

7:03 The Union Steward and Unit President have regular duties to perform on behalf of UTS; therefore, they will not leave their duties for the purpose of handling Union business without obtaining the permission of their Supervisor, or the Human Resources Director. Such permission shall not be unreasonably withheld.

- 7:04 UTS agrees that the Unit President and Union Steward shall not suffer any loss of regular straight-time pay for time necessarily spent in the handling of grievances and other Union business related to the UTS Bargaining Unit.

ARTICLE 8: NEGOTIATING COMMITTEE

- 8:01 UTS agrees to recognize and deal with a Negotiating Committee of one (1) bargaining unit employee who has completed their probationary period, selected by the Union, along with the Unit President and the International Union Representative.
- 8:02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8:03 Bargaining unit employees on the Negotiating Committee will suffer no loss of regular straight-time pay for time spent in negotiations with UTS when they would otherwise have been at work. UTS agrees to pay for a leave of two (2) days for all bargaining unit employees on the Negotiating Committee to prepare and one (1) day for two bargaining unit employees on the committee for proof-reading of the new Agreement.

ARTICLE 9: GRIEVANCE PROCEDURE

- 9:01 At any step of the grievance procedure, the grievor may be present at the meeting(s) if requested by either party.

Informal Step

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 step may also be satisfied by the Union raising the complaint with the immediate Supervisor on behalf of the employee or group of employees, in which case the Human Resources Director or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the Human Resources Director. Failing a satisfactory settlement within ten (10) working days, a complaint may be taken up as a grievance in the following manner:

Step One

The grievance shall be submitted, in writing, to the designated Human Resources Director, along with the name of the immediate Supervisor, 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 Human Resources Director shall meet with the Union Representative who submitted the grievance in an attempt to resolve the grievance. The Human Resources Director may determine that the immediate Supervisor shall also attend this meeting. The Human Resource Director shall, within a further five (5) working days, give 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 Human Resources Director, who shall forward a copy to the Principal within five (5) working days after receiving the Step One decision in writing. The Principal shall, within seven (7) working days, meet with the Union Steward, the Unit President, and a staff representative of the Union, or their designate, in a further attempt to resolve the grievance. The Principal shall, within a further seven (7) working days, give their decision in writing to the Union.

- 9:02 At each step of the grievance process, the UTS representative may have with their, at any grievance meeting, an equal number of UTS representatives to the number of Union representatives.
- 9:03 UTS shall not be required to consider any grievance which is not submitted within fifteen (15) working days after the grievor became aware, or ought reasonably to have become aware, of the circumstances giving rise to the grievance.
- 9:04 If settlement of the grievance is not reached at Step Two, then the grievance may be referred in writing by either party to arbitration as provided in Article 11: Arbitration, at any time within twenty (20) working days after the decision is received under Step Two. If no written request for arbitration is received within this time period, the grievance shall be deemed to have been withdrawn and not eligible for arbitration.
- 9:05 When two (2) or more employees with the same Supervisor wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to UTS beginning at Step One of the grievance procedure. In any other case where two (2) or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to UTS at Step Two of the grievance procedure.
- 9:06 A grievance arising directly between UTS and the Union (which could not be grieved by an individual employee) shall be initiated at Step Two. Any grievance by UTS or the Union as provided herein shall be commenced within seven (7) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.
- 9:07 In the event that a grievance is submitted against the Principal, it shall be submitted in writing to the Human Resources Director who shall forward a copy to the UTS Board Executive. The Board Executive shall establish a committee of no more than two (2) Board members and the Human Resources Director, who shall, within ten (10) working days, meet with the Union Representative who submitted the grievance, the Unit President and a staff representative of the Union, or their designate, in a further attempt to resolve the grievance. The Board Committee shall, within a further ten (10) working days, give their decision in writing to the Union.
- This step shall be considered the equivalent of a Step Two grievance.
- 9:08 The time limits provided in this Article may be extended by mutual agreement between the parties in writing.
- 9:09 Where no response to the grievance is given within the time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.
- 9:10 Individual grievances alleging a violation of Article 12:04 (Job Posting) shall be submitted in accordance with the grievance procedure to the Human Resource Director.

ARTICLE 10: DISCHARGE AND DISCIPLINARY ACTION

- 10:01 A claim by an employee that they have been discharged or suspended without just cause shall be a proper subject for a grievance if a written statement of such grievance is lodged at The Informal Step of the grievance procedure within fifteen (15) working days after the employee receives notice of the discharge or suspension.
- 10:02 An employee who will be disciplined or discharged 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 an 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 eighteen (18) months have elapsed since the date of issue, provided there has been no recurrence of a similar infraction. Notwithstanding, the above provision, all notices or records related to a breach of an employee's duty of care or standard of care towards UTS students or any minor, as defined in the school's policies and procedures, either in the course of duties or outside of duties, will be kept for a period of thirty-six (36) months, unless otherwise required by law.

ARTICLE 11: ARBITRATION / MEDIATION

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

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

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

Rob Herman
Louisa Davie
Kevin Burkett
Martin Teplitsky

In the event that the next arbitrator in the line of rotation is not available within ninety (90) days, the parties agree that the next arbitrator in line will be contacted. In the event that none of the subsequent arbitrators are available within ninety (90) days, the parties may then contact the Ministry of Labour to appoint an arbitrator.

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

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

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

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

11:08 An arbitrator shall have the right to extend the time limits under Article 48 (16) of the Labour Relations Act.

ARTICLE 12: STAFFING RELATED ISSUES

12:01 The parties acknowledge UTS' commitment to being a university preparatory school and a teaching resource centre of excellent quality and recognize the role of the staff in contributing to this excellence. UTS agrees to provide employees whose work is directly affected by new and/or evolving technology requiring upgrading of skills, with appropriate training as determined by UTS, if in UTS' opinion such training is needed to perform the employee's duties in the current position.

Seniority

12:02

- (a) Seniority shall be based on an employee's length of continuous service with UTS from the date the employee was most recently hired by UTS, calculated as follows:
- (i) For employees regularly scheduled to work thirty-six and one-quarter (36¼) hours per week or more on an annual basis, expressed in years, weeks, and days;
 - (ii) For all other employees, time actually worked expressed as years, weeks and days, based on seven and one-quarter (7¼) hour days, thirty-six and one-quarter (36¼) hour weeks, and fifty-two (52) weeks per year.
- (b) For the purposes of Article 12:02(a), vacations and any authorized leave of absence permitted under this Agreement will be deemed time actually worked.
- (c) UTS shall post a seniority list by January 15 and July 15 of each year. A copy of the seniority list will also be forwarded to the Union, including in an electronic format. Employees shall have the right to challenge the accuracy of their seniority from the date of posting, in which case that employee's seniority will be subject to adjustment if established to be inaccurate. After any such adjustments, the list shall be deemed final for all purposes except in the case of clerical errors.

Probationary Period

12:03 An employee shall have no seniority and shall be considered as a probationary employee until they have completed one hundred (100) days of active employment (i.e. days actually at work at UTS in a staff-appointed position). For job classifications of Band 12 and above, the probationary period is one hundred and forty (140) days of active employment as defined above.

In the case where a term position is re-posted as a continuing position and the same incumbent is hired for that position, time worked in the term position shall count towards the probationary period.

During the probationary period, UTS shall provide a formal review in writing every eight (8) weeks, in which the employee must participate. Failure on the part of UTS to provide a formal review shall not serve to extend the probationary period. During the probationary period an employee may be terminated at any time for a lesser standard than just cause." The parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge or substitute or provide any other remedy in the case of the discharge of a probationary employee, unless the discharge was discriminatory, arbitrary or made in bad faith.

Job Posting

12:04

- (a) Where UTS decides to fill a vacancy in the bargaining unit, it will post a notice in this regard, including a posting on a web site. The notice will include the qualifications, classification, salary range, department and person to whom an application should be submitted. The notice will specify that the posting is restricted to employees in the bargaining unit. Notices will remain posted for a minimum of six (6) working days. Employee applicants must submit a written application, including an up-to-date resume, within the period indicated on the posting. Human Resources will receive and review all job applications for job postings prior to forwarding them to the hiring department. Qualified internal applicants will be interviewed first. However, after completing any internal interviews, the hiring department retains the discretion to post externally and consider external applicants in the selection process, along with internal employee applicants who have already received interviews, in order to determine who is the most qualified candidate.

UTS will select the qualified candidate, if any, who is demonstrably the most qualified candidate for the position taking into account factors such as qualifications, skill, ability and previous relevant experience.

Where these factors are relatively equal as between two (2) or more candidates, the candidate with more seniority will be selected.

UTS shall provide applicants, upon request, copies of the job description. UTS shall provide the Union and the bargaining unit applicants who received an interview within ten (10) working days of the awarding of the posting the name of the successful candidate.

- i. When requested to do so, UTS will meet with an employee who was not selected for the position with a view to discussing how the employee might prepare for future job postings.
 - ii. Where an external applicant is selected over an internal candidate, when requested to do so, UTS will meet with the Union to elaborate upon its rationale for concluding that the applicant selected is demonstrably the most qualified.
 - iii. When an employee applies, is found to be qualified, but not given the position, the employee can ask for and will be given advice on how to improve their qualifications, and assistance in developing a career development plan and/or job search skills.
- (b) An employee selected by UTS for a posted vacancy who feels dissatisfied with the job may, within one (1) month of starting in the job, decide to return to the job the employee left to accept the position. UTS may, within one (1) month of an employee starting the job, return an employee to the job the employee left to accept the position if the employee shows an inability to perform the duties of the job. Thereafter, the posted vacancy shall be the employee's new position.
- (c) The Union shall be notified immediately of any bargaining unit position where there is a vacancy which is filled by a non-bargaining unit employee.
- (d) Where a staff-appointed vacancy of six (6) months or more is to be filled, the position shall be posted as a staff-appointed position within four (4) weeks of the commencement of the vacancy.

**Organizational Change –
Elimination of Positions or Involuntary Reduction in Appointment**

12:05 Budget cuts, departmental reorganizations, the introduction of new technology or other factors may result in organizational change in a department that result in the elimination of one (1) or more positions, or the involuntary reduction of an employee's appointment by twenty (20) percent or more. The potential impact on current staff will be considered when organizational change proposals are being formulated as outlined in this Article. In such cases:

- (a) The HR Director shall meet with the Union to provide preliminary information in respect to the organizational change when in UTS' view sufficient information is known and available regarding the general reasons, nature, anticipated organizational impact and approximate timing of the change.
- (b) A minimum of eight (8) weeks' notice will be given to all affected employees in the department, prior to the implementation of the organizational change. Notice shall be given to the affected employee(s) between Monday and Thursday inclusive. Employees who receive notice of organizational change during a period of pregnancy, primary caregiver / adoption or parental leave will, upon the completion of such leave, receive salary continuance for their full eight (8) week notice of organizational change notice period. At least one (1) week prior to the affected employee(s) being notified, UTS shall provide the Union with a list of the employee(s) affected by the organizational change. At that time, UTS will meet with the Union to outline the rationale for its decision.
- (c) Notice shall be given to the affected employee(s) between Monday and Thursday.

- (d) The Supervisor and/or HR Director will explain to the employees in the affected department the reasons for and nature of the organizational change. For clarity, it is expected that the substance of this communication will have already been provided to the Union at an earlier step in this process, pursuant to (a) and/or (b) above.
- (e) Where the position(s) to be eliminated or involuntarily reduced is one of a number of similar positions in a job group, the employee(s) in the job group with the least seniority will be laid-off unless in the opinion of UTS, the more senior employee(s) in the job group lack the skill, ability or qualifications to perform in the position.
- (f) Where one (1) or more employees is facing layoff and a new position(s) is established as a result of organizational change, before being posted under Article 12:04 the new position(s) and any subsequent vacancies created as a result of the filling of the position by an employee in a department, will first be available to employees in the department who apply for the position(s). From among such applicants, UTS will select the qualified applicant, if any, who is the most qualified applicant for the position taking into account factors such as qualifications, skill, ability and previous relevant experience. Where these factors are relatively equal as between two (2) or more such employees, the employee with more seniority will be selected.
- (g) Employees laid-off as a result of organizational change shall be subject to the layoff provisions. During the layoff notice period, employees shall be permitted to take up to five (5) days off work with pay for training and/or job search purposes. Scheduling shall be subject to operational requirements and prior approval by the employee's Supervisor.
- (h) Notwithstanding (a) to (g) above, in the event of an involuntary reduction in appointment, the new position shall first be offered to the affected employee before being made available to employees in a department as per (f) above. If the affected employee accepts the reduced appointment, they shall not be eligible for the layoff provisions.

Layoff

12:06 In the event of a reduction of the work force, the employee(s) with the least seniority in a job group shall be laid off, unless, in the opinion of UTS, the more senior employee(s) in the job group lack the skill, ability or qualifications to perform the work.

(a) Temporary Layoff

In the case of a temporary layoff (i.e., up to thirteen weeks (13) weeks' duration), employees will receive a minimum of two (2) weeks' notice in advance of the date of layoff or pay in lieu thereof, or a combination of both.

(b) Indefinite Layoff

In the case of an indefinite layoff (i.e., more than thirteen (13) weeks' duration), the employee(s) affected shall be given a minimum of twelve (12) weeks' notice in writing in advance of the date of layoff or pay in lieu thereof, or a combination of both.

12:07 The Local Union President and Unit President shall be notified in advance of the names of any employees slated for layoff and the expected duration of same.

12:08 Employees who are indefinitely laid off will have the following options:

- (a) Cease employment with UTS and elect enhanced severance pay effective the date of layoff as per the severance pay schedule attached as Schedule "J" hereto, or

- (b) An employee who is laid off may displace within their job group the most junior employee in an equal or lower paying classification, provided that, in the opinion of UTS, the employee is capable of performing the duties of the job.
- (c) The employee displaced as a result of the above displacement procedure shall have the option of:
- taking the enhanced severance benefits as set out in Schedule “J,” in which case the employee’s employment shall be terminated; or
 - accepting the layoff; or
 - displacing the most junior employee in an equal or lower paying classification within UTS, provided the employee is capable of performing the duties of the job with a five (5) day training and familiarization period.
- (d) The employee displaced as a result of the second displacement shall not have the option of displacing another employee, but shall have the option of:
- taking the enhanced severance benefits as set out in Schedule “J”, in which case the employee’s employment shall be terminated; or
 - accepting the layoff.
- (e) Upon the expiration of the employee’s seniority due to layoff, as set out in Article 12.10, the employee shall receive severance as set out in Schedule “J”, and the employee’s employment shall be terminated.
- (f) An employee who elects to displace another employee must notify UTS of the desire to do so within fourteen (14) calendar days of the receipt of the notice of layoff. Should the employee not be able to displace a less senior employee, then the employee shall be deemed to be laid off.
- (g) Laid off employees will be recalled in order of seniority to vacancies in their immediately previous job group where such vacancy is in a lower or equally rated position to that prior to the layoff, provided that, in the opinion of UTS, the employee to be recalled has the skill, ability or qualifications to perform the work required in the vacant job.
- (h) Employees who are laid off and end up in lower classifications shall receive the rate of pay for that classification.
- (i) Employees on temporary layoff (thirteen (13) weeks or less) may continue coverage for one (1) or more of the benefits set out below (to the extent that the employee was enrolled in these benefits prior to the date of layoff) for the period of the layoff if the employee prepays monthly, in advance, the employee share of the premium or contribution cost of the benefits. UTS will continue to pay the employer share of the premium cost of the benefits.
- (j) Employees who cease employment with UTS and elect severance pay effective the date of lay off as per Article 12.08(a) may continue coverage for one (1) or more of the benefits set out below (to the extent that the employee was enrolled in these benefits prior to the date of layoff), but excluding the Pension Plan, for a period of up to three (3) months from the date the layoff takes effect if the employee prepays monthly, in advance, the full premium cost (i.e., both the employee and employer cost) of the benefits.

Group Life Plan
Dental Care Plan
Extended Health Care Plan
Semi-Private Hospital Accommodation Plan
Joint Membership Plan
Vision Care Plan
LTD (available only to employees on sessional / temporary layoff)

No other benefits continue during an indefinite layoff.

- 12.09 (a) For the purposes of this Article 12, a “job group” will consist of one or more classifications in which the skill, ability and qualifications of employees needed to perform the work in question are substantially similar.
- (b) In July of every year covered by the term of this collective agreement, UTS, taking into account any new, deleted or revised classifications, will provide to the Union a list of job groups, and the Union is entitled to respond with its views. By no later than September of each year within the term of this collective agreement, UTS will finalize the list of job groups which shall be conclusive provided that it is rendered in good faith. UTS shall advise the Union as soon as reasonably practicable prior to any decision as to new, deleted or revised classifications being implemented.
- (c) Without limitation to UTS’ right to establish job groups in accordance with clause (a) of this article, and until UTS determines otherwise in accordance with this clause (b) of this article, the following job groups will be deemed in place upon the ratification of this collective agreement:

Job Group	Classification(s)
ACADEMIC PROGRAMS	Band 12: <i>Database Administrator</i> <i>Attendance & Co-Curriculars Administrator</i> Band 11: <i>Admission & Programs Coordinator</i> <i>Database & Administrative Assistant to Head of Academics and Vice Principal</i>
ADMINISTRATIVE/CLERICAL	Band 10: <i>Administrative Assistant to Student Life</i> <i>Executive Assistant to Student Services</i> <i>Administrative Assistant to Main Office</i>
ADVANCEMENT	Band 11: <i>Alumni Advancement Officer</i> Band 10: <i>Advancement Assistant</i> <i>Campaign Coordinator</i> <i>Research Officer</i>
COMMUNICATIONS	Band 13: <i>Communications Coordinator</i> <i>Marketing Communications Coordinator</i>
FACILITIES	Band 11: <i>Facilities Services and Purchasing Coordinator</i> Band 10: <i>Facilities & IT Media Services Officer</i> Band 7: <i>Student Life & Facilities Officer</i>
FINANCE	Band 11: <i>Accounting Officer</i> Band 17: <i>Systems Analyst & I.T. Lead</i>
I.T.	Band 14: <i>Systems & Applications Specialist</i> Band 10: <i>IT Technician</i>
LIBRARY	Band 10: <i>Library Technician</i>
LABORATORY	Band 7: <i>Lab Technician</i>

- (d) In creating or revising job groups, UTS must consider the Job Groups already established in clause (c) of this article.
- 12:10 An employee shall be deemed terminated and shall lose their seniority standing and their name shall be removed from the seniority list for any one of the following reasons: if the employee:
- (a) Quits;
 - (b) Is laid off for a period of more than twenty-four (24) months for employees with five (5) or more years of continuous service or for a period of more than eighteen (18) months for other employees;
 - (c) Is absent from work for three (3) consecutive working days without notifying UTS within that period, unless the failure to notify is due to circumstances beyond the employee's control;
 - (d) Fails to return to work upon the cessation of an authorized leave of absence without the consent of UTS, unless the failure to return to work is due to circumstances beyond the employee's control;
 - (e) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- 12:11 UTS will provide the Union on a monthly basis (with a compatible electronic copy) a list that identifies each employee's name, gender, status (full or part time), job classification, date first entered classification, current rate of pay, email address, new hires, quits and layoffs. On a quarterly basis, UTS will also provide a list of employees' home addresses. The monthly files will be provided by the first day of each month. The quarterly files will be provided by April 1, July 1, October 1 and January 1.
- 12:12 The provisions of Articles 12:05 to 12:09 do not apply to term employees or sessional layoffs of sessional employees unless the term appointment or sessional appointment is terminated prior to the original term or sessional end date as stated in the employee's letter of offer (i.e., due to organizational change).
- 12:13 No employee who has successfully completed their probationary period shall be laid off as a direct result of contracting out.

ARTICLE 13: LEAVES OF ABSENCE

- 13:01 Unless explicitly stated otherwise, in this Article "year" shall mean a July to June year. Pensionable service and benefits will continue during all paid leaves of absence and seniority will continue during all leaves of absence granted under the provisions of this Agreement.

Leaves of Absence Without Pay

General

13:02

- (a) UTS may grant a leave of absence without pay and without loss of seniority for up to one (1) year if an employee requests it at least four (4) weeks in advance, in writing, and if the leave is for good reason and does not unduly interfere with operations. Such a leave of absence may be extended for up to six (6) additional calendar months if there is a good reason for the extension and UTS and the Union agree. Any request for an extension of a leave must be made, in writing, prior to the expiration of the initial leave.
- (b) The President of the Unit will be notified of all leaves granted and denied under this Article.

(c) Leaves will not be unreasonably denied.

13:03 Where an employee has been granted leave of absence without pay in accordance with the above Articles, UTS will discontinue its share of contributions to the Pension Plan; Group Life Plan; Long Term Disability Plan; Dental Care Plan; Extended Health Care Plan; Semi-Private Hospital Accommodation Plan; Vision Care Plan; and Joint Membership Plan. The employee can make provision for continuance of coverage of whatever benefits programs the employee was enrolled in prior to the leave of absence being granted by making direct payment in advance to UTS. All premiums must be paid monthly in advance in accordance with the policies established by the Human Resources Department. Such policies will be provided to the member in writing upon receipt of their application for leave.

Union Leaves

Union Convention or Conference Leaves

13:04 Employees who are elected or appointed by the Union to attend Union conventions or conferences shall be granted a leave of absence without pay by UTS provided the leave will not unduly interfere with operations. The Union will provide as much notice as possible for the leave, but in no event shall less than fourteen (14) calendar days' written notice of the names of employees in respect of whom leave is being requested be given. The written notice shall be sent to the Human Resources Director or designate who shall notify the appropriate Supervisors. Such leaves shall not exceed ten (10) days per year in total per elected or appointed employee to attend such conferences or conventions.

Employees on such leave of absence will continue to be paid by UTS, but the Union shall reimburse UTS for wages upon receipt of a statement of the amount owing.

Union Leave

13:05 Provided the leave will not unduly interfere with operations, UTS will grant a leave of absence without pay for up to one (1) year for an employee to assume an official position with the International Union or within the Local Union. A request for such leave will be made in writing by the Union as far in advance as possible, but in any event at least two (2) months prior to the commencement of the requested leave. This leave shall be limited to not more than one (1) employee from the bargaining unit at any time. For leaves to assume an official position within the Local Union, UTS will grant year to year extensions with at least two (2) months written notice prior to the end of the year.

Employees on such leave of absence will continue to be paid by UTS, but the Union shall reimburse UTS for such wages and benefit payments upon receipt of a statement of the amount owing.

The employee will return to their position at the end of the leave if the position still exists. Any training deemed required by UTS to fulfil the duties of the position on such return will be provided by UTS. If the position is eliminated during the leave the employee will be subject to, and eligible for the provisions of, Articles 12:05 to 12:09.

Statutory Leaves

Pregnancy Leave

13:06

(a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with UTS prior to the probable date of delivery, and who presents to the Human Resources Department a doctor's certificate or certificate from a midwife stating that they are pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.

- (b) (i) For employees with one (1) year of service or more UTS will pay ninety-five (95) percent of salary during the one (1) week waiting period for Employment Insurance benefits, and, for the next sixteen (16) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance Benefits.

The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

- (ii) For employees who have completed their probation, but with less than one (1) year of service, UTS will pay the above noted top-up prorated according to the percentage a whole year and FTE that the employee worked before the first day of the leave, provided that the employee applies for and receives Employment Insurance Benefits.
- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to UTS. If pregnancy-related complications force the employee to stop work before they have arranged their pregnancy leave, they have two (2) weeks from that date to give UTS written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the employee will be entitled to utilize sick leave in accordance with Article 27 until the actual birth of the baby, the expected date of delivery or the date they intended to start their pregnancy leave as stated in their written notice, whichever comes first. An employee must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.
 - (d) If the employee has been on their pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of their return to work to an earlier date, they must give UTS four (4) weeks' written notice of the date on which they intend to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), they must give UTS four (4) weeks' written notice before the date the leave was to end.
 - (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
 - (f) Seniority, vacation, benefits, and pensionable service continue during the period of an employee's pregnancy leave. Eligibility for step and negotiated increases also continue during the period of an employee's pregnancy leave.

Primary Caregiver Leave and Adoption Leave

13:07

- (a) Primary Caregiver Leave is available to a parent, other than a biological mother, who has the primary responsibility for the care of a child during the eighteen (18) weeks immediately following: (i) the birth of a child or; (ii) the coming of a child into the custody, care and control of a parent for the first time, or such shorter or longer period as is required under the *Employment Standards Act, 2000*, as amended from time to time. Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2)

weeks' notice and is available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.

- (b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g. for a father or same-sex parent, because the mother is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).
- (c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.
- (d) (i) For employees with one (1) year of service or more, UTS will pay ninety-five (95) percent of salary during the one (1-) week waiting period for Employment Insurance Benefits, and, for the next sixteen (16) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits.
- (ii) For employees who have completed their probation, but with less than one (1) year of service, UTS will pay the above noted top-up prorated according to the percentage a whole year and FTE that the employee worked before the first day of the leave, provided that the employee applies for and receives Employment Insurance Benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.
- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation. Eligibility for step and negotiated wage increases also continue during the period of an employee's Primary Caregiver and Adoption leave.
- (g) The weekly top-up payment under paragraph (d) will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

Parental Leave

13:08

- (a) An employee who is a parent of a child and who has been employed with UTS for thirteen (13) weeks is entitled to an unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care, and control for the first time. Both parents will be eligible to take a parental leave as follows:
- up to thirty-five (35) weeks of parental leave for birth parents;
 - up to thirty-seven (37) weeks of parental leave for all other new parents or, such shorter or longer period of time as might be required under the *Employment Standards Act, 2000* from time to time.
- (b) For employees who take pregnancy leave, parental leave commences when their pregnancy leave ends or when the baby first comes into custody, care, and control of the birth parent. For other parents, parental

leave must commence within fifty two (52) weeks after the birth or after the child first comes into the custody, care, and control of a parent or such other time as may be specified under the *Employment Standards Act, 2000* from time to time. This provision is not available to employees who have taken Primary Caregiver leave.

- (c) An employee who is entitled to a parental leave is required to give UTS two (2) weeks' written notice prior to the commencement of the leave. If they do not specify when the leave will end, it will be assumed that they wish to take the maximum leave.

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.

- (d) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give UTS written notice of their intent to take the parental leave.
- (e) If an employee on parental leave wishes to change the date of their return to work to an earlier date, they must give UTS four (4) weeks' written notice of the date on which they intend to return.
- (f) If an employee wishes to change the date of return to work to a later date (of not later than the maximum length of leave), the employee must give UTS four (4) weeks' written notice before the date the leave was to end.
- (g) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

Non-Birth Parent Leave

13:09 Upon the birth or adoption of a child, a non-birth parent shall be granted up to five (5) days' paid leave of absence. Application for such leave shall be submitted in writing to the employee's Supervisor, at least five (5) days in advance, except in reasonable circumstances wherein the notice period cannot be met (e.g. the baby is born). Non-birth parent leave must be taken within the first month of the birth or an adoption.

Compassionate Care Leave

13:10 UTS will grant compassionate care leave of up to a maximum of eight (8) weeks to employees who take a leave of absence under the Family Medical Leave provisions of the Employment Standards Act. For employees with one (1) year of service or more UTS will pay the equivalent of the maximum possible weekly Employment Insurance benefit during the two (2) week waiting period provided that the employee applies for and receives Employment Insurance Benefits.

Training Upon Return to Work from Pregnancy, Primary Caregiver Adoption, Parental Leaves

13:11 Where an employee has been granted a leave of absence in accordance with Article 13:06, 13:07 and/or 13:08, upon conclusion of the employee's leave, any training deemed required by UTS to fulfill the duties of the employee's most recently held position with UTS shall be provided if this position still exists.

Political Leave

13:12 Employees running for election shall be entitled to a leave of absence with pay upon the following basis:

- (a) For election to the Parliament of Canada – one (1) month.
(b) For election to the Legislature of Ontario – one (1) month.
(c) For election to a municipal council or Board of Education – ten (10) working days.
(d) For election to Mayor or Chairman of City/Town/Regional Council – fifteen (15) working days.

Such leave need not be taken on consecutive days.

Personal/Family Leave

Personal and Family Leave days are intended to provide employees with time to address personal/family obligations that cannot be deferred to weekends or outside of work hours.

Such leaves shall not be used to extend vacation.

13:13 An employee may request in advance up to six (6) days or up to twelve (12) half-days of paid personal leave in any year. Such requests shall be made in writing and shall not be unreasonably denied. Wherever possible, staff members shall make their need for personal leave known to their Supervisor at least five (5) days in advance. Reasons for requiring these personal days include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, or stepping-in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave or family leave, writing examinations, and attending to emergency situations.

13:14 In arranging these leaves, both the best interests of UTS as well as the interests of the employee shall be considered. It is anticipated that the employee will schedule leaves, where possible, so as to minimize the disruption to the operations of the employing department.

Whenever Personal Leave requests are denied, reasons shall be given in writing to the applicant by the HR Director a minimum of two (2) working days before the requested Personal/Family day(s), providing that the employee submitted their request at least 5 days in advance of the requested leave, subject to Article 13:13.

Health Care Appointments

13:15 Where an employee cannot schedule a health care appointment outside of the employee's regular working hours, the employee will give as much advance notice as possible, and will be given time off with pay necessary to attend the appointment. In such cases, the employee will attempt to schedule the appointment so as to minimize disruption to the employee's work day.

ARTICLE 14: BEREAVEMENT LEAVE

14:01 UTS will grant up to five (5) days of paid leave in the event of the death of an employee's spouse, children (including step-children), grandchildren, parents, parents-in-law, sibling (including step-sibling), sibling-in-law, and grandparents, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend). An employee, whose vacation is interrupted because of a death as described above, will have their vacation days reinstated equal to the number of bereavement days taken to a maximum of five (5) days.

ARTICLE 15: UNION REPRESENTATIVE

15:01 If an authorized representative of the Union wants to speak to a member of the bargaining unit about a grievance or other official business, they shall advise the Supervisor, or their designated representative, who shall then call the local union representative to an appropriate place where they may confer privately. The union representative will make every effort to have any such meeting during the employee's non-working hours.

ARTICLE 16: BULLETIN BOARDS

16:01 UTS will make available bulletin boards in areas accessible to employees in the workplace for the purpose of posting notices of Union meetings and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement.

ARTICLE 17: STANDBY AND CALL-IN-PAY

Standby Pay

17:01 UTS' operational commitments are such that the incumbents in some positions will, as part of their regular duties and responsibilities, be scheduled by the employee's Supervisor to be on standby. The following applies to such employees in respect of scheduled standby:

- (a) While on standby they must be available to attend at the work place within two (2) hours if such an attendance is required, or otherwise be available to take remedial action.
- (b) The employee shall receive two (2) hours of regular straight-time pay for each evening they are on standby during the week. For the purposes of this provision, "during the week" means other than during the "weekend" as defined in (c) below, and an "evening" begins at the end of the work day of the employee on standby and continues until the commencement of that employee's following work day.
- (c) The employee shall receive three (3) hours of regular straight-time pay for each unit on the weekend they are required to be on standby. For the purposes of this provision, the weekend is broken into two (2) units: Friday after the end of the work day of the employee on standby until Saturday at 12:00 midnight, and from 12:00 midnight Saturday until the beginning of the work day of the employee on standby on Monday morning.
- (d) Employees required to come in to work while on standby will also be entitled to Call-in Pay as per Article 17:02 below.
- (e) This Article shall also be applicable to employees who are required to be on standby at times that are scheduled to be their days off other than Saturday and Sunday.

Call-in Pay

17:02 An employee required to work by the employee's Supervisor outside the employee's regular working hours will receive a minimum of four (4) hours' pay at the applicable overtime rate, or pay for all hours worked, whichever is greater. This provision does not apply if an employee is asked by the employee's Supervisor to work immediately prior to or immediately following the employee's regular working hours.

ARTICLE 18: PAYMENT FOR INJURED EMPLOYEES

18:01 In the event an employee is injured in the performance of their duties such that the employee is required to stop work and receive medical treatment, the employee will receive their regular pay for that work day. If the injury is such that transportation immediately following the injury is required, UTS will provide, or arrange for, suitable transportation to a hospital, the employees' home or other appropriate location.

ARTICLE 19: JURY AND WITNESS DUTY

19:01 An employee who is called for jury duty or subpoenaed as a witness (excluding arbitration) will receive, for all days on which the employee would otherwise have been working, an amount equal to the pay lost (calculated as the number of hours the employee would otherwise have worked, exclusive of overtime, multiplied by the employee's regular straight-time hourly rate), provided the employee furnishes UTS with certification by proper authority of the dates and times served and of any and all payments received for such service, that the amounts received from the Court for jury duty or witness fees, exclusive of any expenses received, must be endorsed to the credit of UTS, and the employee reports for work when not required for such duty and endeavours to keep up with the responsibilities of the job to the best of the employee's ability.

ARTICLE 20: HEALTH AND SAFETY

20:01 UTS is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe conditions on its premises. UTS endeavours to provide a hazard-free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programmes and procedures.

- (a) UTS requires that health and safety be a primary objective in every area of its operation and that all persons utilizing UTS premises comply with procedures, regulations and standards relating to health and safety.
- (b) UTS shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate Supervisor or designate, in the interests of the health and safety of all members of the community.
- (c) UTS recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work in accordance with the Occupational Health & Safety Statute Law Amendment Act 2011, c.11, ss 1-18, enacted June 1, 2011, where there is an immediate danger to their health and safety or health and safety of others.

20:02

- (a) The Union shall elect or appoint at least one (1) bargaining unit employee as a worker member to the building where bargaining unit members are employed and participate in a joint health and safety committee consisting of employer and employee representatives from amongst the occupants of the building which UTS currently utilizes (which committees have the responsibilities of Joint Health and Safety Committees under the *Occupational Health and Safety Act*), or such further department or building joint health and safety committees if established in the future.
- (b) UTS will continue to respect the functions and guidelines established for the Joint Health and Safety Committee.
- (c) A worker member appointed or elected by the Union to the above-noted Joint Health and Safety Committees may become a certified worker representative on the Committee if requested by the Union. UTS agrees to pay the costs for the core certification program provided by the Workers Health and Safety Centre.
- (d) Bargaining unit employees on the Health and Safety Committees will suffer no loss of regular straight-time pay for time required to carry out their responsibilities. Bargaining unit employees on the Health and Safety Committee shall provide as much notice as possible to their Supervisors in the event their responsibilities will require them to be away from their regular work.

- (e) UTS confirms that it will ensure that workplace inspections are conducted as required by OHSA.

Pregnancy

20:03 In assessing the health and safety of work, UTS shall consider the special risks that may apply during pregnancy. Pregnant employees may request a timely workplace assessment to be ordered by UTS Facilities Office or the Office of Environmental Health and Safety. Where risks or hazards are identified, UTS will arrange reasonable accommodation including, but not limited to, options such as reassignment or leave.

Hazardous Substance Reporting

20:04 UTS is responsible for notifying the University of Toronto if there is a release of a hazardous substance to the air, earth or water system.

- (a) Employees first have a duty to report such releases to the immediate Supervisor or designate in accordance with the Occupational Health and Safety Act. In response, the Supervisor has a responsibility to ensure the appropriate investigation; reporting and remedial actions are taken without delay, in conjunction with the Joint Health and Safety Committee.
- (b) No employee shall be discharged, penalized or disciplined in the event of good faith reporting to the appropriate regulatory authority of a release of a hazardous substance.
- (c) All provisions within the Occupational Health and Safety Act must first be exhausted.

Accommodation

20:05 UTS recognizes its duty to accommodate the disabilities of the bargaining unit members under the Ontario Human Rights Code.

- (a) UTS will pay for one (1) Union Representative to receive up to three (3) (or more as agreed to between the parties) days of appropriate training in accommodation issues through a training programme that will be agreed to in advance by the Union and UTS.
- (b) Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, UTS shall notify the Union, and the Union may appoint an Accommodation Representative to represent the employee. UTS may also request that the Union appoint an Accommodation Representative to participate in discussions regarding a particular case before a dispute arises. UTS 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 Accommodation Representative and UTS HR Director shall have access to any relevant medical information related to the accommodation and/or return to work of the employee. Where UTS proposes a particular measure of accommodation, or does not adopt a proposal by an employee/Union of a particular measure of accommodation, UTS shall provide the Accommodation Representative with the reasons for the proposal denial at the Union's request. The parties agree that the duty to accommodate may require them to waive the posting requirements as set out in Article 12:04.
- (d) The Accommodation Representative, being a UTS employee, will suffer no loss of straight-time pay when meeting with UTS 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.

- (f) The employee will be reimbursed for all medical reports related to accommodation that UTS may request. Reimbursement will be up to the amount as outlined in the Ontario Medical Association's Guidelines.

Protective Clothing

20:06 Employees will wear, and UTS will supply (at no cost to the employee), protective clothing and other devices which UTS requires employees to use to protect employees from injuries arising from their employment.

ARTICLE 21: HOLIDAYS

21:01 UTS will observe the following holidays:

Day before New Year's Day	August Civic Holiday
New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Day before Christmas Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

21:02 Employees shall be eligible for the above paid holidays provided:

- (a) The employee works their regular scheduled hours of work immediately preceding and immediately following the holiday. For employees working flex hours, it is agreed that the employee may not be required to work the hours of work immediately preceding and immediately following the holiday; and
- (b) The paid holiday involved occurs or is observed by UTS during a period when the employee is not absent from work by reason of sickness, injury, authorized leave of absence, or by reason of being laid off for more than thirty (30) calendar days prior to the holiday.

21:03 Eligible employees shall receive pay for each holiday equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday.

21:04 Any authorized work performed by an employee on any of the above-named holidays shall be paid at the rate of time and one-half (1/2) in addition to holiday pay.

21:05 Presidential Day(s) as designated by the University of Toronto shall be adopted by UTS as a day off with pay equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday. The eligibility provisions of Article 21.02 apply to Presidential Days. Any authorized work performed by an employee on a Presidential Day shall be paid at the employee's regular straight-time rate, and the employee will receive another day off with regular straight-time pay on a day mutually agreeable to the employee and the employee's Supervisor.

21:06 UTS shall designate the day of observance of the paid holidays set out in Article 21:01 above. Notice will be sent to the Union by UTS within a reasonable time period prior to the date of observance of the paid holiday(s). Where a paid holiday falls on a Saturday or a Sunday, UTS shall designate a weekday as the day of observance for that holiday. The days of observance for the Christmas/New Year's holidays set out in Article 21:01 will be as set out in Schedule "K" attached hereto and forming part of this collective agreement, for the period specified in Schedule "K".

ARTICLE 22: ANNIVERSARY DATE REPORTING

22:01 On the anniversary date of an employee’s hire, UTS shall provide the following:

- Notification of the employee’s pay increase specifying the old salary amount and the new salary amount;
- An update on the number of vacation days and hours in the overtime bank that the employee has accumulated.

ARTICLE 23: VACATION WITH PAY

23:01 Employees earn vacation time with pay (vacation credits) on the following basis:

Accrual Period <i>(months)</i>	Monthly Accrual Rate <i>(monthly)</i>
First 60 months	1.25 days per month
61 to 72 months	1.33 days per month
73 to 84 months	1.417 days per month
85 to 96 months	1.5 days per month
97 to 108 months	1.583 days per month
109 to 132 months	1.667 days per month
133 to 156 months	1.75 days per month
157 to 168 months	1.833 days per month
169 or more months	2.083 days per month

Vacation entitlement shall not be rounded up or down.

Employees shall be entitled to take vacation credits earned to the nearest half (1/2) day. Vacation credits of less than half (1/2) a day shall be carried forward and shall continue to accrue.

For clarity, an employee who commenced work on April 30, 1994, and who had no outstanding vacation credits as of May 1, 1999, will accumulate eleven (11) days of paid vacation credits as of December 31, 1999 (sixty-eight) 68 months’ service, monthly accrual rate of 1.33 days per month). The period from May 1, 1999 to December 31, 1999 is eight (8) months, therefore vacation credit calculation is $8 \times 1.33 = 10.64$ days. The employee is entitled to take vacation to a maximum of 10.5 days as they are earned during this eight (8) month period. The remaining entitlement (0.14 day) shall be carried forward.

23:02 Vacation credits continue to be earned during all periods of leave with pay (including Union leave under Articles 13:04 and 13:05). Vacation credits are not earned during periods of unpaid leave, layoff, or while an employee is absent from work and in receipt of LTD benefits, or WSIB benefits in excess of fifteen (15) weeks. Employees shall continue to receive vacation credits during periods of unpaid leave for pregnancy, primary caregiver or parental leave.

23:03 Vacation scheduling is determined by Supervisors. In determining vacation schedules and/or considering requests for vacation time Supervisors will, subject to operational and service effectiveness, consider employees’ preferences. When more employees are requesting vacations than the Supervisor will approve at one time, the Supervisor will give preference to the employee with the greater seniority. UTS shall not unilaterally schedule vacation of less than five (5) consecutive days without the consent of the employee.

23:04 Employees take vacation with pay (in full or half days only) using vacation credits earned. Employees may, with the consent of their Supervisor take vacation which exceeds the employee’s vacation credits earned to the date of the commencement of the vacation.

- 23:05 For the purpose of this Article, a vacation year shall be based on an employee’s employment anniversary date. Vacation credits are to be used on a year to year basis by employees to take vacation and are not normally to be accumulated beyond an employee’s annual entitlement. Employees may carry forward vacation credits in excess of the employee’s annual entitlement to a maximum of five (5) additional days without written approval of their Supervisor. Employees may carry forward a further five (5) days for a total of ten (10) days with the written approval of their Supervisor. “For example, an employee with less than sixty (60) months’ continuous service earns fifteen (15) days of vacation credit. The employee may carry forward five (5) vacation days from a previous vacation year for a total of twenty (20) vacation days or ten (10) vacation days with written approval for a total of twenty-five (25). Any other accumulated vacation days not carried forward to the next vacation year shall be paid out prior to the last pay period of each year (June 30).”
- 23:06 While on vacation an employee will receive regular straight-time pay.
- 23:07 If a Holiday under Article 21:01, or a school closure day, falls during an employee’s vacation period, the employee will not be required to use any vacation credit to cover the holiday or school closure day.
- 23:08 Employees who work on a sessional basis and who do not take vacation time but rather earn vacation pay on the basis set out below, and whose vacation pay accumulated in each pay period during the session shall be paid out any accumulated vacation pay at the pay period immediately preceding the employee’s sessional layoff or any earlier pay period upon two pay periods’ written notice.

Sessional employees shall accrue vacation pay entitlement on the following basis:

Length of Service	Vacation Pay
0 to 5 sessions	6.0% of gross pay period earnings
6 sessions	6.4% of gross pay period earnings
7 sessions	6.8% of gross pay period earnings
8 sessions	7.2% of gross pay period earnings
9 sessions	7.6% of gross pay period earnings
10 to 11 sessions	8.0% of gross pay period earnings
12 to 13 sessions	8.4% of gross pay period earnings
14 sessions	8.8% of gross pay period earnings
15 sessions plus	10.0% of gross pay period earnings

Sessional employees who are authorized to take vacation time during the session may only take vacation time which does not exceed the amount of the employee’s vacation pay entitlement.

- 23:09 **Vacation With Pay For Sessional Employees** The parties agree that employees who work on a sessional basis, who take vacation as outlined in Article 23:01 shall receive any outstanding vacation pay owed calculated based on the number of remaining vacation days they are entitled to. However, employees who do not take vacation time but rather earn vacation pay as set out in Article 23:08 shall receive outstanding vacation pay owed as stated under this article.
- 23:10 Upon termination of employment, unused vacation credits will be paid out to an employee.

ARTICLE 24: WAGES

- 24:01 Regular straight-time wages shall be as set out in Schedule “A” attached hereto.

Temporary Transfers

24:02 An employee who is temporarily transferred to another job to meet UTS' needs in a classification which is lower than the employee's classification shall suffer no loss in pay during the temporary transfer. If such a transfer is to a job in a higher classification, the employee will be paid on the basis of the step in the higher classification that is the next higher salary step, whereby such step shall be at least equal to or greater than three (3) percent of the employee's current salary.

Temporary transfers of six (6) months or less shall not be required to be posted. All others shall be posted. It is understood and agreed that in all cases time worked on a job under the provisions of this article by a junior employee applicant will not be considered in determining qualifications, skill, ability and previous relevant experience for the purposes of selecting the successful candidate under Article 12.04.

ARTICLE 25: HOURS OF WORK AND OVERTIME

25:01 It is UTS' management right to determine hours of work as UTS deems appropriate and the provisions of this Article are intended only to provide a basis for calculating time worked, and nothing in this Article shall be construed as providing any guarantees as to the hours of work per day or per week or when employees commence or end regular hours of work.

25:02 Regular hours of work for full time employees are thirty-six and one-quarter (36¼) hours per week (thirty-three and three-quarters (33¾) hours per week between July 1 and the first working day after Labour Day). UTS will provide a minimum of one (1) month notice of an impending change of an employee's regular hours of work (e.g., a change in starting time, etc.).

25:03 Where an hourly rate needs to be calculated (e.g. overtime pay), it will be calculated by dividing the employee's annual salary by one-thousand eight hundred and sixty three (1,863).

25:04 Employees are entitled to a one (1) hour lunch break without pay, approximately midway through a work day, and a fifteen (15) minute break at an appropriate time during the first and second half of a work day.

The one (1) hour lunch break may be adjusted to a thirty (30) minute lunch break without pay upon the mutual consent of the employee and their Supervisor, provided that the start and finish times are adjusted accordingly. Part-time employees will receive a fifteen (15) minute paid break for every three (3) consecutive hours worked, except in cases where the employees work a full day, in which case they shall receive the same lunch and breaks as full-time staff-appointed employees.

25:05 Provided it does not, in the opinion of the Supervisor, adversely affect operational efficiency or service effectiveness, Supervisors will consider requests by employees for flexibility with respect to the employees' regular hours of work. For example, such requests may include flexible hours, a compressed work week, or working from home. It is understood that such arrangements may not be suitable operationally in some work units and/or for certain positions, and that the design and approval of all arrangements is a matter for UTS discretion. It is understood that such arrangements, in and of themselves, do not trigger overtime.

Overtime

25:06 Overtime must be authorized in writing in advance by an employee's immediate Supervisor. Wherever practical, all overtime shall be distributed on a voluntary basis and as equitably as possible to the employees who normally perform the work.

25:07 Employees who perform work in excess of thirty-six and one-quarter (36¼) hours in a work week will be paid at the rate of time and one-half (1/2) the employee's regular rate of pay for authorized hours worked beyond thirty-six and one-quarter (36¼), it being understood that overtime pay will not apply unless or until the time worked is at least one-quarter (15 minutes) hour more than the employee's regular hours of work in a day.

Employees authorized to work overtime beyond 9:00 p.m. will be provided with a taxi chit or reimbursed for campus parking.

- (a) Between July 1 and the first working day after Labour Day, the length of the work week will reflect summer hours per 25:02.
- (b) In the event that a statutory holiday falls in a work week, the hours of the holiday will be considered time worked.

Banking Hours For Time In Lieu Of Overtime Pay

- 25:08
- (a) UTS will maintain an “overtime bank” for each employee consisting of a record of periods of authorized overtime worked which an employee may take as lieu time off, which overtime bank may not at any time exceed two hundred (200) hours in total. Overtime will be credited as it is earned (e.g., at time and one-half (1/2) the actual hours worked). By mutual agreement between the employee and the immediate Supervisor, banked hours may be carried forward from year to year. It is agreed that for the purposes of this article a year shall be “calendar year.”
 - (b) Authorized overtime worked by an employee will be credited to their overtime bank (if there is sufficient room in the employee’s overtime bank), unless the employee requests that the overtime be paid on the employee’s next regular pay cheque.
 - (c) Lieu time off in an employee’s overtime bank will be taken at times mutually agreed to by the employee and the immediate Supervisor.
 - (d) Upon cessation of employment, any overtime in an employee’s overtime bank will be paid out on the employee’s final pay cheque.

Meal Allowance

- 25:09
- Employees who are authorized to work and who work overtime for two (2) consecutive hours or more beyond their regular hours in a work day are entitled to a meal allowance in the amount of fifteen (15) dollars. Employees who are authorized to work and who work overtime for four (4) hours or more on a day outside their regular work week are entitled to a meal allowance in the amount of fifteen (15) dollars.

No Pyramiding

- 25:10
- There shall be no pyramiding of any payments or benefits provided for in this collective agreement.

- 25:11
- Full-time employees who have continuous responsibilities for the care of their family may submit a request to their Supervisor for a change to part-time status for a defined period, in order to devote more time to their family care responsibilities. In the event the request is granted, the percentage of time to be worked, and the duration of the part-time appointment, must be mutually agreed to between the employee and the Supervisor, to whom the request should be addressed. Employees requesting a change in status on this basis should make their request as far in advance as possible but, in any event, no less than one month prior to the commencement of the requested change in status. Salary and benefits will be appropriately prorated according to the percentage time worked.

UTS may at its discretion agree to allow the employees to alter their regular work schedule (i.e. flex hours, compressed work week, working from home, etc.) in order that the employee may tend to family care responsibilities. Subject to operational and safety requirements, such requests shall not be unreasonably denied.

ARTICLE 26: GENERAL

- 26:01 Wherever the feminine gender is used throughout the Articles within this Agreement, it is agreed that the male gender is an acceptable substitute whenever and wherever the male gender is applicable.
- 26:02 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plurality is applicable.
- 26:03 Printing and distribution of this Agreement will be UTS' responsibility. UTS will supply a copy of the Agreement to all employees covered by the Agreement. The Employer will also supply the Union with twenty-five (25) copies of the Agreement.
- 26:04 Employees must provide written confirmation to UTS of their mailing address and telephone number and must notify UTS in writing of any change in the employee's mailing address or telephone number. UTS shall be entitled to rely upon the last address and telephone number furnished by the employee for all purposes.
- 26:05 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Human Resources Director or their designate, University of Toronto Schools, 371 Bloor Street West, Toronto, and the Staff Representative or their designate, United Steelworkers, 25 Cecil Street, Toronto, Ontario, M5T 1N1.

ARTICLE 27: PENSION AND BENEFITS

- 27:01 Employees are eligible to participate in the Pension Plan; Long Term Disability Plan; Group Life Plan; Dental Care Plan; Extended Health Care Plan; Semi-Private Hospital Accommodation Plan; Joint Membership Plan; and Vision Care Plan, as summarized in Schedules "B" to "I" attached hereto.

ARTICLE 28: SICK LEAVE

- 28:01 Sick leave 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. The purpose of sick leave is to provide against loss of earnings for employees who are prevented by sickness or accident from performing their duties.
- 28:02 Upon completion of their probationary period, employees are eligible for sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury. During their probationary period, employees are eligible for sick leave up to periods of five (5) days.
- 28:03 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.
- 28:04 An employee may, with prior warning, be required by UTS to provide a doctor's certificate certifying that the employee is unable to carry out their normal duties due to illness.
- 28:05 An employee who is hospitalized or confined by order of a doctor during their vacation period will be allowed to draw sick leave with pay for the period of time for which they are hospitalized or confined providing that the employee furnishes proof of such hospitalization or confinement to their Supervisor. The employee will be allowed to reschedule that portion of vacation during which they were hospitalized or confined at a later date mutually agreeable to the employee and the employee's Supervisor.

ARTICLE 29: HUMANITY CHARITABLE FUND

- 29:01 UTS agrees to deduct the amount of one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked and prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to the United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names and addresses of all employees in the bargaining unit on whose behalf such payment has been made.
- 29:02 Employees may opt out of the Humanity Fund by providing written notice of their desire to do so to the Union, who shall advise UTS of the request.
- 29:03 UTS shall record the contribution on each employee's T4 Slip.
- 29:04 UTS agrees to match contributions to the USW Humanity Fund, to a maximum of \$500.00 per year.

ARTICLE 30: PART-TIME EMPLOYEES

- 30:01 Staff-appointed employees who are regularly scheduled to work less than thirty-six and one-quarter (36¼) hours per week or thirty-three and three-quarters (33¾) during summer hours will be considered part-time employees for the purposes of this Article.
- 30:02 The provisions of this collective agreement apply to part-time employees subject to the modifications set out below:
- (a) Employees accrue vacation credits on the same basis as set out in Article 23: Vacation With Pay, but prorated according to the percentage of the employee's appointment. For example, a fifty (50) percent appointment employee in the first sixty (60) months of employment will earn 1/12 of 7.5 days each month, or 0.625 days per month).

ARTICLE 31: THREE DAYS OFF WITH PAY

- 31:01 For each twelve (12) month period (July 1 to June 30) UTS will designate three (3) days on which employees do not have to work and in respect of which employees will suffer no loss of regular straight-time pay.

Employees required to work by UTS on one (1) or more of these days will be paid at straight-time for the day and will be given another day off with no loss of regular straight-time pay at a time mutually agreed by the employee and their Supervisor.

UTS, in its sole discretion, shall designate the three (3) days in a given twelve (12) month period.

The Three Days Off With Pay set out in Article 31:01 will be as set out in Schedule K: Holidays attached hereto and forming part of this collective agreement, for the period specified in Schedule K: Holidays.

ARTICLE 32: UNIFORMS

- 32:01 UTS agrees to provide all necessary uniforms to employees who are required to wear uniforms by UTS.

ARTICLE 33: PERSONNEL FILE

33:01 An employee may review their personnel file, provided that two (2) working days prior notice is given to the appropriate local Human Resources Office. The employee is entitled to be accompanied by a union representative for up to half (½) an hour to review the personnel file. The employee may request that any document not relevant to their current employment be removed from their file. Such requests shall be made in writing. UTS shall respond in writing, confirming that the material has been removed or providing the reasons why it was not removed.

ARTICLE 34: PROFESSIONAL DEVELOPMENT

34:01 UTS is a merit based not-for-profit university preparatory school and learning community that builds on its tradition of academic distinction to prepare high-achieving and well-rounded students to be socially responsible leaders and global citizens.

UTS recognizes the important role that administrative staff have in contributing to the achievement of UTS' Vision and Mission. Therefore, UTS is committed to creating an environment that facilitates and enhances the skills training and career development of administrative staff and fosters promotional opportunities.

To further this objective UTS offers staff development opportunities and an educational assistance program, and encourages staff to engage in career development opportunities.

UTS will grant, upon request by the employee a minimum of three (3) days professional development per year related to the employee's position or as part of an agreed upon career development plan. Requests for access to professional development will be granted subject to operational requirements of the unit and cost. Such requests shall not be unreasonably withheld.

ARTICLE 35: TERMINATION

35:01 This Agreement shall be effective from July 1, 2020 and shall continue in effect up to and including the 30th day of June, 2021, and shall continue automatically thereafter for annual periods of one 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.

35:02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 35:01, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement

to be signed by its duly authorized representatives in the City of
Toronto on April 30, 2021.

UNIVERSITY OF TORONTO SCHOOLS

and

UNITED STEELWORKERS

Lily McGregor

Mary Lou Scott

Martin Aiello

SCHEDULE A: SALARY

Effective June 30, 2021, one percent (1%) increase to all salary scales.

All members of the bargaining unit, who are actively employed on the date of ratification of this Agreement, shall receive a one-time only lump sum payment in the amount of \$680.00.

Notes to Salary Schedule:

- (1) Employees shall move up a minimum of one (1) step on the grid every twelve (12) months of their employment in the job classification to maximum of the highest step on the grid for the classification.
- (2) Where an employee is appointed to a classification in a higher salary grade, the employee's salary will be increased to the next higher salary step, whereby such step shall be at least equal to or greater than three (3) percent of the employee's current salary. Where an employee is appointed to a classification in a lower salary grade, the employee's salary will be decreased to the salary step in the lower salary grade closest to, but less than, the employee's salary in the higher grade. For clarity, the hiring rate of a salary grade is considered a step on the grid.
- (3) Newly hired or appointed employees will be paid no less than the starting rate for the salary grade of the classification, but UTS, can in its sole discretion, place newly hired or promoted employees at any step on the grid above the starting rate (subject to the minimum grid placement for promoted employees as per paragraph 2 above).
- (4) UTS can, in its sole discretion, move employees through the grid at an accelerated rate.
- (5) For the purposes of retention, recruitment, skills shortage, or to recognize an employee's extraordinary effort and/or contribution, UTS may, in its sole discretion, make lump sum payments to employees in addition to an employee's base salary. Any such payments will not form part of and will not increase the base salary of those employees who receive them and will not form part of an employee's compensation or remuneration for any purposes under the collective agreement, benefit, or pension plans.
- (6) UTS decisions with respect to paragraphs 3, 4 or 5 above are within the sole discretion of UTS and in no case shall an arbitrator or board of arbitration have the jurisdiction to make or order any movement or placement on the grid as per paragraphs 3 or 4 or any payments as per paragraph 5.
- (7) UTS will, on a quarterly basis, advise the Union in writing of any grid placements as per paragraphs 3 or 4 above or any payments as per paragraph 6 above.

SCHEDULE B: Pension Plan

Eligible employees must participate in a Defined Contribution Pension Plan for UTS Employees. UTS will administer the Plan in accordance with the terms and conditions of the Plan.

UTS contribution Rates

Dates	Up to YMPE	Above YMPE
July 1, 2017	11%	12%
July 1, 2018	11%	12%
July 1, 2019	11%	12%

Eligible employees must contribute at least five (5) percent and, at the option of the employee, may contribute an amount greater than five (5) percent but no more than the amount legislatively permitted for combined employee/employer contributions (currently eighteen (18)percent) but in any event no more than the contribution amount of UTS.

SCHEDULE C: Long-Term Disability Plan

UTS agrees to contribute eighty (80) percent of the billed rates of premiums for employees participating in UTS Long-Term Disability Plan for Members of the Academic and Administrative Staff in effect on July 1, 2011 in accordance with the provisions and regulations of the said plan during the term of this Agreement. Participation in the said Long-Term Disability Plan is required as a condition of employment.

SCHEDULE D: Group Life Plan

UTS shall continue to contribute one hundred (100) percent of the billed rates of premiums for employees for Basic Coverage at no cost to the employee, in accordance with the provisions and regulations of UTS Group Life Plan for Members of the Academic and Administrative Staff in effect on July 1, 2011 during the term of this Agreement. Employees may elect to take additional coverage in accordance with the provisions and regulations governing optional coverage as specified in the Group Life Plan.

SCHEDULE E: Dental Care Plan

UTS agrees to contribute eighty (80) percent of the billed rates of premiums for employees participating in UTS Dental Care Plan.

Participation in the Dental Care Plan is a condition of employment. Only employees who have dental insurance coverage through their spouse will be exempted from participation. UTS will not be required to make any payment in lieu of premiums to any employee who is exempt from participation in the Dental Care Plan in effect on the date of ratification.

SCHEDULE F: Extended Health Care Plan

UTS agrees to contribute seventy-five (75) percent of the billed rates of premiums for employees participating in UTS Extended Health Care Plan.

Participation in the Extended Health Care Plan is a condition of employment. Only employees who have Extended Health Care coverage through their spouse will be exempted from participation in the Extended Health Care Plan. Participating members who cancel coverage will not be allowed to re-join the plan.

SCHEDULE G: Semi-Private/Private Hospital Accommodation Plan

UTS agrees to contribute seventy-five (75) percent of the billed rates of premiums for employees participating in the UTS Semi-Private/Private Hospital Accommodation Plan.

SCHEDULE H: Joint Membership Plan

As per special arrangement between the University and UTS, UTS employees are eligible for membership in the Joint Membership Plan for staff of the University of Toronto in effect on July 1, 2011 subject to the provisions established with respect to such membership.

SCHEDULE I: Vision Care Plan

UTS agrees to contribute fifty (50) percent of the billed rates of premiums for employees participating in the UTS Vision Care Plan.

Participation in the Vision Care Plan is a condition of employment. Only employees who have Vision Care coverage through their spouse will be exempted from participation in the Vision Care Plan. Participating members who cancel coverage will not be allowed to rejoin the plan.

CHANGE IN BENEFIT PLANS/CARRIER

The Union agrees that UTS can change the benefit plans and/or carriers for the benefits in Schedule "C" to "I" on prior notice to and discussion with the Union and provided the level of benefits coverage is not diminished from the UTS Plan in place on January 1, 2007.

SCHEDULE J: Severance Pay

Schedule of Severance Pay on Layoff

Continuous Years Of Service At Date of Layoff <i>(years)</i>	Severance Pay <i>(weeks)</i>	Enhanced Severance Pay Effective Date of Layoff <i>(weeks)</i>
0	0	0
1	0	2
2	0	4
3	1	6
4	2	8
5	6	11
6	7	13
7	8	15
8	9	18
9	10	20
10	11	26
11	12	28
12	13	30
13	15	32
14	17	34
15	19	38
16	21	42
17	23	46
18	25	48
19	27	50
20	29	53
21	31	56
22	33	57
23	35	58
24	37	59
25	39	60
26	41	61
27	43	62
28	45	63
29	47	64
30+	52	65

SCHEDULE K: Holidays

The parties agree to the following days of observance for the stated holidays:

2020/2021

- Monday November 16, 2020 Mid-term break (31:01)
- Monday, December 21, 2020 School Closure
- Tuesday, December 22, 2020 School Closure
- Wednesday, December 23, 2020 School Closure
- Thursday, December 24, 2020 Day before Christmas Day
- Friday, December 25, 2020 Christmas Day
- Monday, December 28, 2020 Boxing Day Holiday (Dec. 26)
- Tuesday, December 29, 2020 School Closure
- Wednesday, December 30, 2020 School Closure
- Thursday, December 31, 2020 Day before New Year’s Day
- Friday, January 1, 2021 New Year’s Day
- Friday, February 12, 2021 Mid-term break (31:01)
- Friday, March 12, 2021 Spring Break
- Monday, April 5, 2021 Easter Monday (31:01)

LETTER OF UNDERSTANDING: Seniority

April 30, 2021

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

Dear Ms. Scott,

For the purpose of clarity, the University of Toronto Schools and the United Steelworkers agree that staff-appointed Grandparented UTS employees with years of service at University of Toronto and UTS, will have their seniority calculated on the basis of the employee's length of continuous service with the University and UTS from the first date the employee was most recently hired by the University or UTS.

Dated at Toronto this 30th day of April

Rosemary Evans, University of Toronto Schools

Mary Lou Scott, United Steelworkers

LETTER OF UNDERSTANDING: Schedule A (Salary)

April 30, 2021

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

Dear Ms. Scott,

For the purpose of clarity, the University of Toronto Schools and the United Steelworkers agree that:
The term "appointed" includes any change in classification by an employee, and/or any movement of an employee pursuant to Note 4 of Schedule A of the collective agreement.

The UTS "Schedule A" effective June 30, 2021 attached hereto, shall be applied to the UTS salary scales effective July 1, 2021.

Dated at Toronto this 30th day of April

Rosemary Evans, University of Toronto Schools

Mary Lou Scott, United Steelworkers

Applied UTS Salary Grid (effective June 30, 2021)

1% ATB

Band	MINIMUM								MAXIMUM
	START	1	2	3	4	5	6	7	8
1	35,579	37,002	38,482	40,021	41,222	42,458	43,732	44,607	45,499
2	37,451	38,949	40,507	42,127	43,391	44,693	46,034	46,954	47,893
3	39,422	40,999	42,639	44,345	45,675	47,045	48,457	49,426	50,414
4	41,497	43,157	44,883	46,679	48,079	49,521	51,007	52,027	53,068
5	43,659	45,406	47,222	49,111	50,584	52,101	53,664	54,738	55,833
6	46,006	47,846	49,760	51,750	53,303	54,902	56,549	57,680	58,833
7	48,442	50,380	52,395	54,491	56,125	57,809	59,543	60,734	61,949
8	51,209	53,258	55,388	57,604	59,332	61,112	62,945	64,204	65,488
9	55,241	57,451	59,749	62,139	64,003	65,923	67,901	69,259	70,644
10	58,402	60,738	63,167	65,694	67,665	69,695	71,786	73,221	74,686
11	60,948	63,386	65,922	68,559	70,616	72,734	74,916	76,414	77,943
12	65,151	67,757	70,468	73,286	75,485	77,749	80,082	81,684	83,317
13	68,582	71,325	74,178	77,145	79,459	81,843	84,298	85,984	87,704
14	72,454	75,352	78,366	81,501	83,946	86,464	89,058	90,839	92,656
15	76,216	79,265	82,435	85,733	88,305	90,954	93,682	95,556	97,467
16	80,109	83,314	86,646	90,112	92,815	95,600	98,468	100,437	102,446
17	84,918	88,314	91,847	95,521	98,386	101,338	104,378	106,466	108,595
18	90,351	93,965	97,724	101,633	104,682	107,822	111,057	113,278	115,543
19	96,651	100,517	104,537	108,719	111,980	115,340	118,800	121,176	123,600
20	103,759	107,909	112,226	116,715	120,216	123,823	127,538	130,088	132,690
21	112,312	116,804	121,476	126,335	130,125	134,029	138,050	140,811	143,627

LETTER OF UNDERSTANDING: E-mail Addresses

April 30, 2021

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

Dear Ms. Scott,

The University of Toronto Schools and the United Steelworkers agree that during the life of the collective agreement UTS may require USW members to have active University of Toronto Schools e-mail addresses. It is not UTS' intention to rely on e-mail as the sole means of communication with the employees during the term of this collective agreement. UTS recognizes that at this time not all employees either own or have access to equipment that would allow them to utilize e-mail addresses.

Dated at Toronto this 30th day of April

Rosemary Evans, University of Toronto Schools

Mary Lou Scott, United Steelworkers

LETTER OF UNDERSTANDING: Union Meetings

April 30, 2021

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

Dear Ms. Scott,

Employees will be given time off (not to exceed two (2) hours), with no loss of regular straight-time pay, up to three (3) times per year to attend General Membership Meetings of the Local Union. The Union may use a UTS meeting room at no cost for this purpose. Wherever practical, the Union will advise UTS of the date of the meeting no later than six (6) weeks prior to the meeting. However, in the event UTS is not provided with six (6) weeks' notice, release of employees to attend such meetings shall be subject to operational and safety considerations.

Dated at Toronto this 30th day of April

Rosemary Evans, University of Toronto Schools

Mary Lou Scott, United Steelworkers

LETTER OF INTENT: Educational Assistance and Professional Development Fund

April 30, 2021

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

Dear Ms. Scott,

UTS agrees that employees in the bargaining unit shall be entitled to the benefits of the Educational Assistance Policy attached hereto. Please advise bargaining unit employees that UTS accepts no responsibility for such benefit beyond the term of the current collective agreement.

Yours truly,

Rosemary Evans
Principal
UTS

Lily McGregor
Chief People Officer
UTS

INTRODUCTION

In keeping with its policy objective to establish a working environment that will encourage staff members to develop their abilities, UTS has designed this practice on Educational Assistance. Its provisions define the extent to which UTS will financially assist staff to further their formal education.

TERMS OF REFERENCE

Qualifying staff members referred to below are those staff who are eligible in terms of service (described under ELIGIBILITY) and have the approval of the Supervisor before beginning the course as described under PROVISIONS.

ELIGIBILITY

Bargaining unit employees holding administrative staff appointments whether full-time, part-time of twenty-five (25) percent or more or sessional are eligible. In the case of part-time staff members, for the first three (3) years' continuous service, the funding is prorated in accordance with the part-time appointment.

Term employees are not entitled to educational assistance under this Letter.

Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Supervisor is obtained and alternative work arrangements are made.

Tuition Reimbursed

Seventy five (75) percent of tuition fees to a maximum of \$2,000 per year will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution. Such courses should be taken on the staff member's own time, after normal working hours and must be either:

- 1) Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire.
- 2) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of their present job or directly related to their potential career. Individual courses, even though unrelated, will qualify provided they are a part of an eligible certificate, diploma or degree program.

Professional Development Fund

Seventy Five (75) percent of costs to a maximum of \$500 per year will be reimbursed to qualifying staff member who attends Professional Development activities/events such as conferences and non-certificate workshops which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire.

LETTER OF INTENT: Public Transit Subsidy

April 30, 2021

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

Dear Ms. Scott,

UTS will continue to administer a volume discount program on TTC passes as long as;

- a) the TTC continues to provide the University of Toronto with volume discounts in the purchase of transit passes, and:
- b) the University of Toronto is willing to continue to extend its volume discount program to UTS.

UTS agrees that in the event that the University of Toronto discontinues this program, it shall consider an alternative volume discount program on the same basis as provided through University of Toronto.

Yours truly,

Rosemary Evans
Principal
UTS

Lily McGregor
Chief People Officer
UTS

LETTER OF INTENT: Self-Funded Leave Plan

April 30, 2021

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

Dear Ms. Scott,

Purpose

Eligible staff members may apply for a leave of absence of a minimum of three (3) consecutive months to a maximum of twelve (12) consecutive months, providing that such use does not contravene *Income Tax Act* Regulations.

Eligibility

Any full- or part-time employee with at least three (3) years of staff-appointed service at UTS is eligible to apply for a self-funded leave. No employee may take a leave in the twelve (12) months prior to their retirement. The employee must return to regular employment for a period that is not less than the leave of absence.

Application

Eligible staff members who wish to take a self-funded leave shall apply in writing to their Supervisor with a copy to UTS Human Resources Office at least six (6) months prior to the proposed commencement date of the salary deferral. The Principal in their sole discretion shall make their decision based on the operational requirements of UTS.

Terms and Conditions

The percentage of salary deferred depends on the income required during the period of salary deferral and the income required during the leave. The maximum time a salary can be deferred is four (4) years; the minimum is one (1) year. The maximum amount of salary that an employee can defer in a taxation year is one third (33.3%) of annual salary and the amount of salary deferred must be equally distributed across the deferral years.

During the deferral year, the actual salary paid will be treated as employment income for the purpose of the *Income Tax Act*. All payments are subject to legislated deductions.

The leave must commence at the conclusion of the deferral period.

Payment of the Deferred Salary

The deferred salary will be paid in equal instalments on the regular pay dates for the duration of the leave.

Return from Leave

UTS will hold the employee's position for the duration of the leave or if the position no longer exists, layoff provisions of the collective agreement shall apply. Seniority will continue to accrue during the employee's leave. During the leave, vacation will not accumulate and the employee will not be eligible for paid sick leave. In determining the salary level applicable following the employee's return, the period of leave shall not qualify for salary grid movement.

Benefits Continuation

Staff members interested in a self-funded leave should contact the Human Resources Office for information on benefits continuation. Staff members may opt out of the benefits program during the leave period.

Withdrawal

Withdrawal from the plan or postponement of the leave for reasons other than termination of employment, death, or disability requires the approval of the Principal, in writing, prior to the scheduled leave whether the withdrawal or postponement is initiated by UTS or the individual. Upon withdrawal, the deferred salary will become payable in a lump sum and treated as such for tax, CPP and EI purposes.

This Plan is subject to Canada Revenue Agency approval.

Yours truly,

Rosemary Evans
Principal
UTS

Lily McGregor
Chief People Officer
UTS

LETTER OF AGREEMENT: Employment of Casual Positions

April 30, 2021

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

Dear Ms. Scott,

1. The ratio of employees in the casual bargaining unit will not exceed six point five (6.5) for every fifteen (15) positions in the bargaining unit for appointed staff.
2. However, during the summer months, as UTS hires UTS students to complete tasks in preparation for September school opening, the ratio of casual positions in the total employment of UTS within the scope of the two (2) Union-represented bargaining units may increase for this period.
3. During the term of this collective agreement, as UTS evolves from the University of Toronto as an independent entity, it is further understood that UTS may need to increase its casual staffing ratio to assist in the organization of administrative units.
4. In the event that UTS intends to increase this ratio for either or both of the two (2) reasons set out above, it shall do so in good faith and with notice to the Union.
5. Casual employment contracts will not exceed six (6) months. Casual employees who have their contracts extended beyond six (6) months and who have completed six (6) full months of work will be treated as Term employees and their probationary periods will be deemed complete.

Yours truly,

Rosemary Evans
Principal
UTS

Lily McGregor
Chief People Officer
UTS

LETTER OF UNDERSTANDING: STAC

April 30, 2021

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

Dear Ms. Scott,

During negotiations the Union has put forward a proposal to UTS outlining programs funded through the Union which may be of benefit to members of the Bargaining Unit. UTS is prepared to provide an annual amount of \$500 for a three (3) year period directly to Lifeline (a non-profit organization that provides assistance equal to those services offered through an EAP) for its use in providing assistance to employees in need of these services. UTS is also prepared to provide funding toward a USW Health & Safety training program, not to exceed an annual amount of \$500 for a three (3) year period, for a joint management and Union training initiative in dealing with violence in the workplace and specifically with harassment and bullying. Details of the program will be agreed upon by the Labour/Management Committee.

Yours truly,

Rosemary Evans
Principal
UTS

Lily McGregor
Chief People Officer
UTS

LETTER OF INTENT: Employment Equity

April 30, 2021

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

Dear Ms. Scott,

The intent of the Employment Equity is to ensure all employees are provided with fair employment and promotion opportunities, and are treated with respect. Above all, employment equity is about fair employment policies and practices. To act on its commitment to employment equity UTS will, on an ongoing basis, develop and update its policies and procedures. Such policies and procedures will be in compliance with the Canadian Charter of Rights and Freedoms, the Ontario Human Rights Code, the Ontario Labour Relations Act, and any other prevailing statutes and regulations governing employment and education in the province of Ontario.

Yours truly,

Rosemary Evans
Principal
UTS

Lily McGregor
Chief People Officer
UTS

LETTER OF UNDERSTANDING: UTS Students

April 30, 2021

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

Dear Ms. Scott,

UTS and the Union agree that students who are enrolled at UTS and who work at UTS while they are attending the school, up to and including the months of July and August in their graduating year, will not be considered members of USW.

Dated at Toronto this 30th day of April

Rosemary Evans, University of Toronto Schools

Mary Lou Scott, United Steelworkers

LETTER OF UNDERSTANDING: USW Staff Participation in UTS Student Activities

April 30, 2021

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

Dear Ms. Scott,

UTS and USW believe in an inclusive school environment and encourage the participation in and support of student activities by non-teaching staff. As such, UTS agrees that USW members are able to provide supervision to students in the same capacity as parents, school volunteers and other non-teaching staff.

The engagement in such activities will take place outside of the employees' regular working hours. In the event that such activities do occur during the normal working hours of an employee, the employee's Supervisor shall determine the availability of such employee based on operational need.

Dated at Toronto this 30th day of April

Rosemary Evans, University of Toronto Schools

Mary Lou Scott, United Steelworkers

LETTER OF UNDERSTANDING: Domestic Violence

April 30, 2021

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

Dear Ms. Scott,

UTS and the Union agree that all employees have the right to be free from domestic violence. The UTS 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 leaves of absence under various provisions of this Collective Agreement and access to school and community support, including Human Resources, the Employee Family Assistance Program (EFAP).

Dated at Toronto this 30th day of April

Rosemary Evans, University of Toronto Schools

Mary Lou Scott, United Steelworkers

LETTER OF UNDERSTANDING: Impact of Employment Insurance Legislative Changes

April 30, 2021

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

Dear Ms. Scott,

During the 2018 round of collective bargaining, the parties discussed amendments to the Employment Insurance (EI) Act reducing the waiting period to receive benefits under the EI Act from two weeks to one week for pregnancy and parental leaves, as well as the impact of that reduction on the payments made by UTS to employees taking pregnancy, parental, and primary caregiver leaves under the collective agreement.

Under the terms of the collective agreement in place up to the current round of negotiations, the UTS compensated employees taking pregnancy leave, parental leave, and primary caregiver leave at 95 per cent of their weekly salary for the two week waiting period for pregnancy or parental leave benefits. Therefore, the legislative changes result in the elimination of one week of leave with 95 per cent of salary for such employees.

The parties agree that an employee who is entitled to and provided with salary during the one-week waiting period and top up pursuant to Articles 13:06 or 13:07 will receive one paid week of leave ("Parental Transition Week") immediately following the end of their EI pregnancy or parental leave (the end of their combined leaves for employees who take both pregnancy and parental leave). This Parental Transition Week will be in addition to the leave entitlements set out in Articles 13:06(a), 13:07(a) and/or 13:08(a).

During the Parental Transition Week, employees will be paid 100 per cent of their weekly salary, whereas the eliminated week during the EI waiting period had been compensated at 95 per cent.

Dated at Toronto this 30th day of April

Rosemary Evans, University of Toronto Schools

Mary Lou Scott, United Steelworkers

Appendix A: Excluded Positions

(This is not a fixed list and will be updated from time to time as appropriate.)

In the event that a new or changed position results in a disagreement between the parties about bargaining unit inclusion or exclusion, the matter will be referred to a mutually agreeable mediator/arbitrator. Should an arbitrated decision be necessary, the arbitrator will have regard to all relevant considerations including but not limited to the current line of demarcation between bargaining unit and non-bargaining unit positions.

<u>Department Name</u>	<u>Position</u>
Finance	Chief Financial Officer Director, Finance and Facilities Controller Senior Accountant & Capital Projects Coordinator
Human Resources	Chief People Officer Manager, Facilities & H.R. Services HR Services Coordinator HR Assistant
IT/Media	Director, Information Technology
Office of Advancement	Executive Director, Advancement Associate Director, Advancement Executive Director, UTSAA
Operations	Manager, Operations Support & Outreach Programs Executive Assistant to the Principal

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