SUBMITTED WITHOUT PREJUDICE MONDAY JUNE 20, 2022 @ 8:30PM

MEMORANDUM OF AGREEMENT

BETWEEN:

THE UNIVERSITY OF TORONTO SCHOOLS

("UTS")

-AND- THE UNITED STEELWORKERS AND ITS LOCAL 1998

(THE "UNION")

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

- 1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend to their principals for ratification a renewal collective agreement to include the terms set out herein.
- 2. The parties agree that the term of the collective agreement shall be from July 1, 2021 to June 30, 2023.
- 3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on June 30, 2021, provided, however, that the following amendments are incorporated:
- All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto
- (a) The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically stated regarding wages.
- 5. All attached items numbered 1 to 22 are incorporated, as well as updated salary grids reflecting July 2021 and July 2022 salaries.

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Dated at Toronto, Ontario this <u>22</u> day of June, 2022.

HOUSEKEEPING

- 1. Change the date on all Letters of Agreement, Letters of Understanding, and Letters of Intent from "April 30, 2021" to [date of ratification] and address to "Colleen Burke, Staff Representative".
- Revise Letter of Understanding: Schedule A (Salary) to remove the second paragraph: "The UTS "Schedule A" effective June 30, 2021 attached hereto, shall be applied to the UTS salary scales effective July 1, 2021."
- Revise Schedule A Delete the June 30, 2021 salary grids and revise the heading to read: "Applied to UTS Salary Grid (effective July 1, 2021) 2% ATB".
 "Applied to UTS Salary Grid (effective July 1, 2022) 2.5% ATB"
- 4. Change HR Director to "most senior Human Resources Officer"
- 5. All union reports copied to notices@usw1998.ca
- 6. Update Schedule K for 2022-2023 to include:

Monday, November 14, 2022	Fall Mid-term break (31:01)
Monday, December 26, 2022	Boxing Day Holiday
Tuesday, December 27, 2022	Day before Christmas Day (Dec. 24)
Wednesday, December 28, 2022	Christmas Day (Dec. 25)
Thursday, December 29, 2022	School Closure
Friday, December 30, 2022	School Closure
Monday, January 2, 2023	Day Before New Year's Day (Dec. 31)
Tuesday, January 3, 2023	New Year's Day (Jan. 1)
Wednesday, January 4, 2023	School Closure
Thursday, January 5, 2023	School Closure
Friday, January 6, 2023	School Closure
Friday, February 17, 2023	Mid-term break (31:01)
Monday, April 10, 2021	Easter Monday (31:01)

- 7. Revise the pagination of the Index as necessary.
- 8. All other proposals are withdrawn.
- 9. This Memorandum of Settlement for a Renewal Collective Agreement may be signed in any number of counterparts and all counterparts, including

email PDF or facsimile or electronic signatures, shall be construed together and shall form a single fully executed Memorandum of Settlement.

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LETTER OF INTENT - LAND ACKNOWLEDGEMENT

The parties agree to incorporate the following Land Acknowledgement as a preamble to the Collective Agreement. Accordingly, the following Land Acknowledgement will be placed as the opening paragraph of the Collective Agreement.

We wish to acknowledge the land on which the University of Toronto Schools operates is situated on the traditional territory of many Indigenous nations including the Anishnabeg peoples of the Mississaugas of the Credit, and the Chippewa, as well as the Haudenosaunee and the Wendat peoples and is now home to many diverse First Nations, Inuit and Métis peoples. We also acknowledge that the land is covered by Treaty 13 with the Mississaugas of the Credit, and we are grateful to have the opportunity to work on this land.

For UTS

For the Union

Date: June 22, 2022

ARTICLE 3 – RELATIONSHIP

No Discrimination

3:01

(a) UTS and the Union are committed to equal opportunity in employment for women, aboriginal people, Indigenous Peoples, people with disabilities, and people who because of their race, colour, age, sexual orientation, gender expression or gender identity have been traditionally historically, and continue to be disadvantaged in Canada. UTS and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns. 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.

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.

- (e) UTS will provide an environment where employees are not subjected to sexual violence and sexual harassment. Employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the Ontario Human Rights Code, and the Occupational Health and Safety Act, as they exist from time to time shall be considered, including by an arbitrator in any arbitration pursuant to this section.
- (f) For clarity, the current Ontario Human Rights Code provides that "[e]very person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee." For further clarity, the current Ontario Human Rights Code defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome".

3:05 An employee may elect to submit a grievance alleging sexual harassment under the collective agreement or to file a complaint under UTS' <u>Sexual Workplace</u> 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' <u>Sexual-Workplace</u> 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' <u>Sexual Workplace</u> Harassment Policy shall <u>be advised of their</u> the right to be accompanied by a Union representative at any stage of the process.

The time limit for filing a complaint under UTS' <u>Sexual Workplace</u> Harassment Policy or a grievance alleging sexual harassment under this collective agreement shall be no longer than six (6) months one (1) year after the occurrence of the matter which is the subject of the complaint/grievance. Where there is a case of alleged sexual harassment and the alleged harasser is the Supervisor of the complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) eighteen (18) 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 Code.

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

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

Labour/Management Committee

3:<u>087</u>

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 UTS, one (1) of which shall be the <u>most senior</u> <u>Human Resources Officer</u> 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, <u>unless mutually agreed to hold them more or less frequently.-Each party shall submit to the other, <u>seven (7)</u> 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, <u>such as</u>, <u>but not limited to</u>, <u>professional development issues</u>, and the application of policies and procedures as they may apply to employees who are members of the Bargaining Unit. 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.</u>

Workplace Harassment and Workplace Violence

3:098 UTS will provide an environment where members of the Bargaining Unit are not subjected to workplace harassment or workplace violence.

Employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the Occupational Health and Safety Act as they exist from time to time, shall be considered, including by an arbitrator in any arbitration pursuant to this section. For clarity, the current Occupational Health and Safety Act defines "workplace harassment" as: "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome."

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

An employee may file a grievance alleging a course of conduct amounting to workplace harassment 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 be advised that they have the right to be accompanied by a Union representative.

Information - New Hires

3:109 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. These two and one halves (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:<u>11</u>0-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.

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For the Union

Date: June 22, 2022

ARTICLE 11: ARBITRATION / MEDIATION

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 <u>Eli Gedalof</u> <u>Janice Johnson</u> <u>Mark Wright</u> <u>Louisa Davie-</u> <u>Kevin Burkett</u> <u>Martin Teplitsky</u>

For UTS an

For the Union

Date: June 22, 2022

ARTICLE 12

12:09 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:

ACADEMIC PROGRAMS	Band 14: Database Administrator
	Band 12: <i>Database Administrator</i>
	Attendance & Co-Curriculars Administrator
	Senior Officer, Attendance & Main Office
	Service
	Senior Admissions Officer
	Senior Officer, Academic Operations
	Band 11: Admission & Programs Coordinator
	Database & Administrative Assistant to Head of
	Academics and Vice Principal
ADMINISTRATIVE/CLERICAL	Band 14 Senior Student Life Officer
	Band 11 Executive Assistant to Student Services
	Band 10: Administrative Assistant to Main Office
	Administrative Assistant to Student Life
	Executive Assistant to Student Services
	Band 12 Alumni Advancement Officer
ADVANCEMENT	Development & Community Relations
	Officer
	Band 11: Advancement Services Coordinator
	Alumni Advancement Officer
	Band 10: Advancement Assistant
	Campaign Coordinator
	Research Officer
CO-CURRICULAR SUPPORT	Band 9: Student Life Officer
	Band 14 Senior Communications Officer
	Senior Staff Writer
COMMUNICATIONS	
	Band 13: Communications Coordinator
	Marketing Communications Coordinator
FACILITIES	Band 13 11: Facilities Services and Purchasing
	Coordinator
	Band 10: Facilities & Purchasing Officer
	Band 10: Facilities & IT Media Services Officer
	Band 7: Student Life & Facilities Officer
	Band 11: Accounting Officer
FINANCE	
	Band 10: Finance Assistant
	Band 16: Infection Prevention & Control
HEALTH & SAFETY	Lead/School Nurse
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	Band 17 : Systems Analyst & I.T. Lead
	Band 15: Systems & Applications Specialist
	Band 14: System Support Analyst & Software
	Developer
	Software Developer
I.T.	Software Developer Systems & Applications Specialist
	Cystomo a Applicatione Operialist
	Band 11: IT Technician
	Band 10: IT Technician
LIBRARY	Band 10: Library Technician
LABORATORY	Band 7: Lab Technician
SECURITY	Band <u>5</u> 4: Security Guard

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Date: _____June 22, 2022

ARTICLE 13: LEAVES OF ABSENCE

13:08 Parental Leave

- (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) seventy eight (78) 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.

13:13 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. <u>Notwithstanding, employees who face</u> <u>personal/family obligations that cannot be deferred and need to be taken adjacent to vacation</u> <u>days can submit a request to UTS Human Resources, to take the personal/family leave just</u> <u>prior to or right after their vacation time, as may be the case. Such requests shall not be</u> <u>unreasonably denied</u>.

For UTS

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Date: _____June 22, 2022

ARTICLE 17 STANDBY AND CALL-IN-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.
- (f) In order to ensure equitable application of the provisions outlined in this article, UTS Human Resources will establish and communicate a process for scheduling and approving stand-by and call in work time outside of regular working hours.

For UTS

For the Union

Date: ______

ARTICLE 20: HEALTH AND SAFETY

20:01 c.

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 in accordance with the Occupational Health the Occupational Health 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 in accordance with the Occupational Health and Safety Act.

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Date: June 22, 2022

ARTICLE 25: HOURS OF WORK AND OVERTIME

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. Employees may submit requests to UTS Human Resources for alternative work arrangements under UTS' Policy and Guidelines for Alternative Work Arrangements, as they may exist and change from time to time. For example, such requests may include but are not limited to: flexible hours, a compressed work week, remote work setting, hybrid-remote work setting, or altered work hours (e.g., earlier or later start) 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. Accordingly, UTS will consider all such requests in a manner that is non-arbitrary, reasonable in good faith and the School's decision to grant or deny a request for alternative work arrangements shall be based on reasons of departmental and organizational efficiency and service effectiveness.

It is understood that such arrangements, in and of themselves, do not trigger overtime <u>or a</u> <u>reduction in FTE.</u>

The most senior Human Resources Officer shall respond to requests for alternative work arrangements in writing within twenty (20) working days.

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

Further, UTS Human Resources shall establish and communicate a process for overtime approval in exceptional circumstances where the requirement for overtime arises due to urgent and/or unforeseen events and the employee's immediate supervisor is unavailable to authorize the overtime.

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 one hundred (2100) 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,. bBanked hours may be carried forward from fiscal year to fiscal year to no later than the Friday immediately before Labour Day. Notwithstanding the foregoing, overtime worked between June 15 and June 30 will be carried forward and can be used any time in the next fiscal year" (July 1 to June 30).

(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) Further to the above, effective June, 2023,

- Overtime earned between June 15 and June 30 will be carried forward and may be used any time in the next fiscal year.
- Banked hours earned prior to June 15 that are not used by the Friday
 immediately before Labour Day will be paid out with September payroll.
- (e) 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) twenty (20) 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) twenty (20) dollars.

Right to Unplug

25:12 UTS believes that the ability for employees to disconnect from work is an important part of the School's Wellness Program. Pursuant to the Working for Workers Act, 2021, S.O. 20211 c.35, employees are strongly encouraged to follow UTS Disconnecting from Work Policy which sets out guidelines for not engaging in work-related activities or communications outside of regular working hours.

For clarity, with the exception of the provisions of standby time under Article 17, and during approved overtime, no employee shall be expected to monitor and/or respond to work communications outside of regular work hours, on vacation or sick leave.

Notwithstanding the above, this provision does not restrict UTS' right to schedule and modify the hours of work of employees as per article 25:05, nor does it prohibit employees from working outside of their regular hours of work.

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Date: June 22, 2022

ARTICLE 35: TERMINATION

35:01 This Agreement shall be effective from July 1, <u>2021</u>07 and shall continue in effect up to and including the 30th day of June, <u>2023</u>0, 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.

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For the Union

Date: ______June 22, 2022

SCHEDULE A: SALARY

Effective July 1, 2021 two percent (2%) ATB increase to all salary scales. Effective July 1, 2022 one percent (2.5%) ATB 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 the corresponding increases in wages retroactive to <u>July 1, 2021</u>. Retroactive wages shall be issued with July 2022 payroll

Service Supplements

Effective July 1, 2022, UTS shall introduce additional service supplement schedules acknowledging length of service of members of the bargaining unit. Accordingly, members shall be entitled to accumulate their service supplement upon completion of service per the following schedule:

- Upon completion of 5 years of service
- Upon completion of 10 years of service
- Upon completion of 15 years of service
- Upon completion of 20 years of service
- Upon completion of 25 years of service

In July 2022, the amount of each supplement shall be \$1,250 and increase at a rate of 2% per year.

The Service Supplements will be added to the base pay of eligible employees on the anniversary of their hire. For clarity the supplements will be considered part of the employee's pensionable salary, and will be prorated accordingly throughout the year, over a 12-month period.

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Date: June 22 2022	Nato:	June	22	2022
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Applied UTS Salary Grid (effective July 1, 2021)

2% ATB

	MINIMUM								MAXIMUM
Band	START	1	2	3	4	5	6	7	8
1	36,290	37,742	39,251	40,821	42,046	43,307	44,607	45,499	46,409
2	38,200	39,728	41,317	42,970	44,259	45,587	46,954	47,893	48,851
3	40,211	41,819	43,492	45,231	46,588	47,986	49,426	50,414	51,422
4	42,327	44,020	45,781	47,612	49,040	50,512	52,027	53,068	54,129
5	44,532	46,314	48,166	50,093	51,596	53,143	54,738	55,833	56,949
6	46,926	48,803	50,755	52,785	54,369	56,000	57,680	58,833	60,010
7	49,411	51,387	53,443	55,580	57,248	58,965	60,734	61,949	63,188
8	52,234	54,323	56,496	58,756	60,518	62,334	64,204	65,488	66,798
9	56,346	58,600	60,944	63,381	65,283	67,241	69,259	70,644	72,057
10	59,570	61,953	64,431	67,008	69,018	71,089	73,221	74,686	76,180
11	62,167	64,654	67,240	69,930	72,028	74,189	76,414	77,943	79,501
12	66,454	69,112	71,877	74,752	76,995	79,304	81,684	83,317	84,984
13	69,953	72,751	75,661	78,688	81,049	83,480	85,984	87,704	89,458
14	73,903	76,859	79,934	83,131	85,625	88,194	90,839	92,656	94,509
15	77,740	80,850	84,084	87,447	90,071	92,773	95,556	97,467	99,416
16	81,712	84,980	88,379	91,914	94,672	97,512	100,437	102,446	104,495
17	86,616	90,081	93,684	97,431	100,354	103,365	106,466	108,595	110,767
18	92,158	95,844	99,678	103,665	106,775	109,978	113,278	115,543	117,854
19	98,584	102,527	106,628	110,893	114,220	117,647	121,176	123,600	126,072
20	105,834	110,068	114,470	119,049	122,621	126,299	130,088	132,690	135,344
21	114,558	119,140	123,906	128,862	132,728	136,710	140,811	143,627	146,500

Applied UTS Salary Grid (effective July 1, 2022)

2.5% ATB

	MINIMUM								MAXIMUM
Band	START	1	2	3	4	5	6	7	8
1	37,197	38,685	40,233	41,842	43,097	44,390	45,722	46,636	47,569
2	39,155	40,721	42,350	44,044	45,365	46,726	48,128	49,091	50,073
3	41,216	42,865	44,579	46,362	47,753	49,186	50,661	51,675	52,708
4	43,385	45,121	46,925	48,802	50,266	51,774	53,328	54,394	55,482
5	45,646	47,471	49,370	51,345	52,885	54,472	56,106	57,228	58,373
6	48,099	50,023	52,024	54,105	55,728	57,400	59,122	60,304	61,510
7	50,646	52,672	54,779	56,970	58,679	60,439	62,253	63,498	64,768
8	53,540	55,681	57,908	60,225	62,031	63,892	65,809	67,125	68,468
9	57,754	60,065	62,467	64,966	66,915	68,922	70,990	72,410	73,858
10	61,059	63,502	66,042	68,683	70,744	72,866	75,052	76,553	78,084
11	63,722	66,270	68,921	71,678	73,829	76,043	78,325	79,891	81,489
12	68,116	70,840	73,674	76,621	78,919	81,287	83,726	85,400	87,108
13	71,702	74,570	77,553	80,655	83,075	85,567	88,134	89,897	91,695
14	75,751	78,781	81,932	85,209	87,766	90,399	93,110	94,973	96,872
15	79,684	82,871	86,186	89,633	92,322	95,092	97,945	99,904	101,902
16	83,754	87,105	90,589	94,212	97,039	99,950	102,948	105,007	107,107
17	88,781	92,333	96,026	99,867	102,863	105,949	109,127	111,310	113,536
18	94,462	98,240	102,170	106,257	109,445	112,728	116,110	118,432	120,801
19	101,048	105,090	109,294	113,666	117,076	120,588	124,205	126,690	129,223
20	108,480	112,819	117,332	122,025	125,686	129,457	133,340	136,007	138,727
21	117,422	122,119	127,003	132,083	136,046	140,127	144,331	147,218	150,162

UTS Service Supplements

<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>	20-Year	<u>25-Year</u>
\$1,250	\$1,250	\$1,250	\$1,250	\$1,250

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.

Effective August 1, 2022, the existing Dental care Plan be amended to cover Major Dental and Orthodontics for staff-appointed employees and their eligible dependents up to a maximum of \$3,000 each per calendar year.

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.

SECOND YEAR OF THE AGREEMENT Effective July August 1, 202219 the existing Extended Health Plan be amended to cover the combined costs of Chiropractors/and-Massage Therapists, physiotherapist, acupuncturist for staff-appointed employees and their eligible dependents up to a maximum of \$2,000 \$800 per calendar year.

Effective August 1, 2022, the existing Extended Health Plan be amended to cover the combined costs of Psychologist/Social Worker/Clinical Counsellor/Marriage and Family Therapist/Psychoanalyst/Psychotherapist for staff-appointed employees and their eligible dependents up to a maximum of \$2,700 per calendar year.

Effective August 1, 2022, the existing Extended Health Plan be amended to cover Orthotics for staff-appointed employees and their eligible dependents up to a maximum of \$600 per calendar year.

Effective August 1, 2022, the existing Extended Health Plan be amended to set drug dispensing fees for staff-appointed employees and their eligible dependents to a maximum of \$8.

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.

SECOND YEAR OF THE AGREEMENT: Effective July August 1, 202219 the existing Vision Care plan be amended to include \$90.00 \$120 every two (2) years for eye exams for staff appointed employees and their eligible dependents, and up to a maximum of the \$400 \$600 vision care coverage every two years.

For UTS and

For the Union

Date: June 22, 2022

LETTERS OF INTENT – LETTERS OF UNDERSTANDING

LETTER OF INTENT: Educational Assistance and Professional Development Fund

Effective July 1, 2022, to be updated to include:

• Tuition reimbursement at Seventy-five (75) percent of tuition fees to a maximum of <u>\$2,500</u> per year.

NEW LETTER OF INTENT: Reimbursement of Professional Membership Fees:

UTS will reimburse the cost of professional membership fees for staff appointed employees who actively maintain their standing in a professional organization in order to be employed by UTS, providing the employee provides Human Resources with proof of payment and a copy of membership documents, attached to an expense reimbursement form.

NEW LETTER OF UNDERSTANDING: WORKLOAD

The parties recognize the importance of regular discussions regarding the manageability of workloads. Workload may be impacted by numerous factors, which may include but are not limited to, seasonality, surge periods, staff shortage and increased demands, process improvements, reorganization, or shifting priorities.

Where an employee or group of employees is concerned they cannot complete daily assignments or meet their supervisor's expectations regarding their work obligations, the employee may request a workload discussion. A request for a workload discussion shall be submitted directly to the most senior Human Resources officer who shall meet with the employee or group of employees within five (5) working days to discuss workload concerns. The most senior Human Resources officer shall consider among other possibilities, process improvements and access to available resources and support, amongst other considerations, with a view to resolving workload issues.

The most senior Human Resources officer will meet with the employee(s) to present and discuss the proposed resolution. After the meeting, the most senior Human Resources officer will email a summary of the meeting and decisions made to the employee(s). A representative of the Union may assist an employee or group of employees during the workload discussion review process which may include attending workload discussion meetings.

Any resolution as part of a workload review will include a follow-up meeting one month after the review to assess whether the original resolution adequately addresses the concern(s) raised.

LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE

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 <u>the Employment Standards Act, 2000, and this Collective Agreement</u>, and access to school and community support, including Human Resources, the Employee Family Assistance Program (EFAP).

NEW LETTER OF AGREEMENT: CASUAL EMPLOYEES

The parties agree to complete a Memorandum of Understanding addressing the terms and conditions covering the employment of USW Casual employees, within 150 days from the date of ratification of this Collective Agreement.

The parties further agree that in the interim, the terms and conditions covering the employment of USW Casual employees as outlined in the current Collective Agreement will prevail.

For U mary

For the Union

Date: June 22, 2022

Appendix A: Excluded Positions

Department Name

Finance

Human Resources

IT/Media

Office of Advancement

Operations

Communications

For UI Nau hnd

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Chief Financial Officer Director, Finance and Facilities Controller Senior Accountant & Capital Projects Coordinator

Chief People Officer Manager Director, Facilities & H.R. Services HR Services Coordinator HR Assistant <u>HR & Community Coordinator</u>

Director, Information Technology

Executive Director, Advancement Associate Director, Advancement Executive Director, UTSAA

Associate Director, Innovation Programs Manager, Operations Support & Outreach Programs

Director of Communications

For the Union

Date: _____