

**NEW - Land Acknowledgment**

**We wish to acknowledge this land on which the University of Toronto operates. For thousands of years it has been the traditional land of the Huron-Wendat, the Seneca, and the Mississaugas of the Credit. Today, this meeting place is still the home to many Indigenous people from across Turtle Island and we are grateful to have the opportunity to work on this land.**

For the University

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For the Union

Two handwritten signatures in blue ink, one above the other, both written over horizontal lines.

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2:02

- (a) Notwithstanding the provisions of Article 2:01 (4) above, ~~the following type of~~ non-staff appointed employees covered by the USW Local 1998 Casual Collective Agreement will, if they satisfy the criteria set out in ~~(1) or (2) below~~ **Article 2:02 of the USW Local 1998 Casual Collective Agreement**, be deemed (i.e., "converted") 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 non-staff appointed employees could be added, other than by the express written agreement of the parties to amend this Article, and the parties do not intend that an arbitrator has the jurisdiction to expand the type of employees beyond that specifically set out below:~~
- ~~(1) Persons who work in the same position with an appointment of forty (40) percent or more, or regularly work the equivalent or more in hours each week (i.e., fourteen and one-half (14.5) hours each week) in the same position for twenty-four (24) consecutive months will, at that time, become covered by the terms and conditions of 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 eighteen (18) consecutive months will, at that time, become covered by the terms and conditions of this Collective Agreement.~~
- ~~(3) The following types of employees are not subject to Article 2:02 (1) and (2) above:~~
- ~~(a) Employees who are full-time University of Toronto students  
— registered in a degree programme.~~
- ~~(4) For the purposes of (1) and (2) above, authorized leaves of absence of less than twenty (20) working days, vacations, holidays, sessional layoffs of sessional employees or other University closings shall be deemed hours regularly worked.~~

The Union will copied on letters of conversion.

- (b) Seniority for a non-staff appointed employee converted to staff-appointed status as per ~~Article 2:02(a)~~ **Article 2:02 of the USW Local 1998 Casual Collective Agreement** will be calculated based on the date the employee

commenced casual employment qualifying under Article 2:02 of the USW Local 1998 Casual Collective Agreement (i.e., normally after eighteen (18) or twenty-four (24) months prior to conversion).

~~For clarity, if a UTEMP employee's contract is extended in the same position, in the same department with the same reporting relationship so as to convert under the provisions of Article 2:02, then the hours worked under the UTEMP contract will count towards conversion.~~

~~For the purposes of the calculations in (1) and (2) above, full-time weekly hours of work is equal to thirty-six and one-quarter (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 the University 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 twenty-four (24) months except in the case of full-time students. Each term appointment shall have a predetermined end date. In the case of term employees who are non-students, should the term(s) exceed a twenty-four (24) month period, then such employee shall become a "continuing" or "sessional" employee, as the case may be.

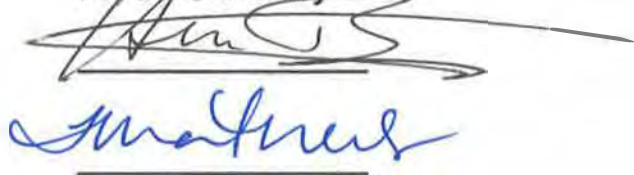
**2:04** In the event a USW Local 1998 Casual bargaining unit position with regularly scheduled hours of work of at least fourteen and one-half (14½) hours or more per week exceeds twenty-four (24) consecutive months' duration, the position (other than those set out in 2:02(a)(3)(a) above of the USW Local 1998 Casual Collective Agreement, i.e., employees who are full-time University of Toronto students registered in a degree programme) 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) of the USW Local 1998 Casual Collective Agreement.

## No Discrimination

3:01

- (a) The University and the Union are committed to equal opportunity in employment for women, ~~aboriginal people~~, **Indigenous Peoples**, people with disabilities, and people who because of their race, colour, sexual orientation or gender ~~orientation identity and expression~~ have been ~~traditionally historically, and continue to be~~, disadvantaged in Canada. The University and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns. The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University.
- (b) The University and the Union agree to uphold the *Ontario Human Rights Code* and will not under any circumstances permit employment practices and procedures in contravention of it. The University and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, gender orientation, gender identity, gender expression, religious belief, colour, ethnic origin, mother tongue, marital status, family status, political affiliation or belief, citizenship, sexual orientation, disability, age, or record of offences, as those terms are defined in the *Ontario Human Rights Code* (if applicable), subject to the *Ontario Human Rights Code* provisions related to *bona fide* occupational qualification.

For the University



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For the Union



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## Sexual Violence and Sexual Harassment

- 3:02 Sexual harassment shall be considered discrimination under Article 3:01 of this Agreement.
- 3:03 The University will provide an environment where employees are not subjected to sexual violence and sexual harassment. Employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the *Ontario Human Rights Code*, the *Occupational Health and Safety Act* and the University's Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

For clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual violence" as meaning: "any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes Sexual Assault, Sexual Harassment, stalking, indecent exposure, voyeurism, and sexual exploitation."

For clarity, the current *Ontario Human Rights Code* provides that "[e]very person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee." For further clarity, the current *Ontario Human Rights Code* defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". For further clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual harassment" as including: "any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."

- 3:04 Employees making a **Report** under the University's Policy on Sexual Violence and Sexual Harassment shall **be advised they** have the right to be accompanied by a Union Representative at any stage of the process.
- 3:05 ~~The time limit for making a A Report~~ under the University's Policy on Sexual Violence and Sexual Harassment ~~or filing a grievance~~ alleging sexual harassment ~~under this Collective Agreement~~ **may be filed at any time in accordance with the Policy on Sexual Violence and Sexual Harassment. For**

~~clarity, there is no time limit for filing a Report under the Policy. shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the report/grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee's control prevented the employee from grieving within the time limit.~~

~~A grievance alleging sexual violence or sexual harassment shall be filed at Step 3. The Vice-President, Human Resources & Equity (or designate) will give a written decision to the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 11 of this Collective Agreement.~~

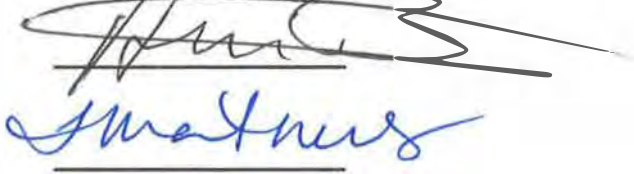
An employee may file a grievance alleging sexual harassment or sexual violence if, after the University has exhausted available steps through the Policy, the employee is dissatisfied with the outcome; or if after sixty (60) working days from the date the written Report was finalized, signed by the employee,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

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

- 3:06 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 3:07 An employee who makes a report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
- 3:08 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.
- 3:09 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are USW members, both the Complainant and the Respondent shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent

making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

For the University

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For the Union

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## Racial Discrimination

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

An employee may file a grievance alleging that they have been discriminated against on the basis of race if, after the University has exhausted available steps under the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment, the employee is dissatisfied with the outcome; or if sixty (60) working days have elapsed from the date the written report was finalized, signed by the employee, and submitted to the University, and the University has not provided the employee with a response to the complaint; or if the employee did not file a complaint under the Guidelines.

For the University


For the Union


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## Workplace Harassment

3:12 The University will provide an environment where employees are not subjected to workplace harassment. Employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the *Occupational Health and Safety Act* and the University's Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct, and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. For clarity, the current *Occupational Health and Safety Act* defines "workplace harassment" as: "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome."

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


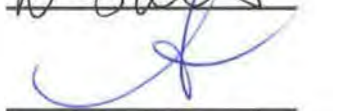
An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after 45 days have elapsed from the date the written complaint was brought to the attention of the University, identifying the conduct alleged to constitute workplace harassment, the University has not provided the employee with a response to the complaint. Such grievance will be filed at Step 3 of the grievance procedure. If not resolved at Step 3, the parties may agree to mediation or facilitation before an agreed-upon mediator or facilitator before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

During any internal steps taken to resolve the situation, employees **shall be advised they** have the right to be accompanied by a Union Representative.

For the University


For the Union

## No Reprisal

3:13 The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

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

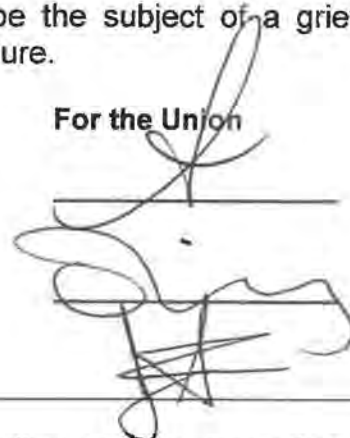
**Furthermore, every employee may raise questions, issues and/or concerns in respect of their own workload without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge.**

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

For the University



For the Union



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### Information – New Hires

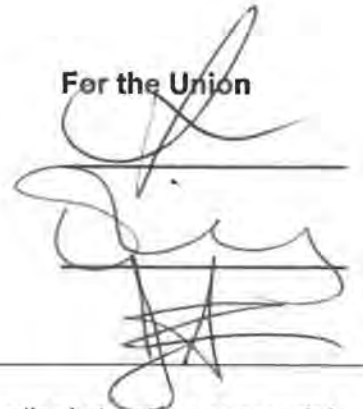
3:14 On the date of hire, the University shall advise each new employee that a Union Agreement is in effect, provide them with information on union orientation and contact information for the Union. New members shall be allowed to meet with the Union for two and one half (2 ½) regular working hours with no loss of pay, at the beginning or end of the workday. This two and one half (2 ½) hours referred to will also include travel time, if any, involved in attending such meeting. These meetings shall be arranged in the following manner:

- (1) The Union shall provide the University with a schedule of monthly meetings on a quarterly basis.
- (2) The University shall notify any new employee of the dates of the next scheduled meetings.
- (3) ~~If requested by the new employee, t~~The University shall allow the employee to attend the meeting within the first ~~four (4)~~ six (6) months from the date of employment.

For the University



For the Union



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- 7:05 Union Stewards, Chief Stewards, and civility co-investigators have regular duties to perform on behalf of the University; therefore, they will not leave their duties for the purpose of handling grievances and/or complaints under the Workplace Harassment Program, **or attending disciplinary and other meetings as required by the University, and any other proceedings** where there is a right to Union representation under this Collective Agreement, without obtaining the permission of their supervisor. Such permission shall not be unreasonably withheld.
- 7:06 The University agrees that Chairpersons, Stewards, members of the Grievance Committee, and civility co-investigators shall not suffer any loss of regular straight-time pay for time necessarily spent in the handling of grievances and/or complaints under the Workplace Harassment Program, **or attending disciplinary and other meetings as required by the University, and any other proceedings** where there is a right to Union representation under this Collective Agreement.

For the University



For the Union



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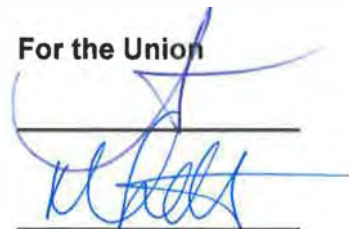
- 7:07 The University will grant leave with pay to three (3) non-probationary employees, who have been elected or appointed by the Union in order that they may conduct business on behalf of the Local Union, one of which ~~shall~~ may be the Local President.

The employee will return to their position at the end of the leave if the position still exists. Any training deemed required by the University, to fulfill the duties of the position on such return, will be provided by the University. If the position is eliminated during the leave the employee will be subject to, and eligible for, the provisions of Articles 12:05 to 12:11.

For the University

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For the Union

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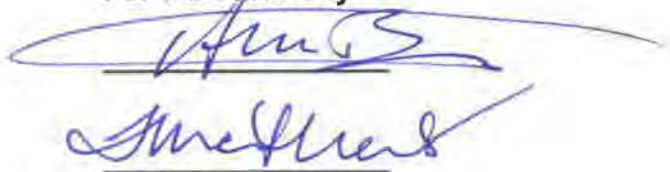
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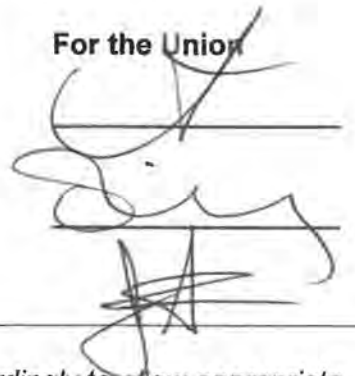
## ARTICLE 8: NEGOTIATING COMMITTEE

8:01 The University agrees to recognize and deal with a Negotiating Committee of not more than twelve (12) bargaining unit employees, who have completed their probationary period, along with **the Staff-Appointed Unit President**, the Local Union President and the International Union Representatives: ten (10) candidates to be selected by the employees working at the St. George campus; one (1) candidate to be selected by the employees working at the Mississauga campus; and one (1) candidate to be selected by the employees working at the Scarborough campus.

For the University



For the Union



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## ARTICLE 9: GRIEVANCE PROCEDURE

### Informal Step

9:01 It is the mutual desire of the parties that complaints with respect to the application, interpretation, administration or alleged violation of this Agreement be addressed as quickly as possible and it is understood that an employee or group of employees shall first give the immediate supervisor an opportunity to adjust a complaint before any grievance may be filed. **For clarity, this informal step precedes and applies to any individual grievance contemplated in Article 9:01 and to a group grievance, excluding group grievances that start at Step Two or Step Three as per Article 9:04. This informal step must be initiated within 15 working days after the employee became aware or ought reasonably to have become aware of the circumstances giving rise to the complaint.** This step may also be satisfied by the Union raising the complaint with the immediate supervisor on behalf of the employee or group of employees, in which case the appropriate Human Resources **Officer representative** or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the appropriate Human Resources **Officer representative**. The parties will attempt to resolve the complaint **without undue delay within five (5) working days from the date it was brought to the attention of the immediate supervisor, or the Human Resources Officer.** Failing a satisfactory settlement **within the five (5) working day period, then within a further five (5) working days** the complaint may be taken up as a grievance in the following manner:

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

The University shall not be required to consider any grievance which was not filed within **25 a total of thirty (30) working days, including the informal step,** after the grievor, became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.

### Step One

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

## Step Two

If the decision at Step One is not satisfactory, the written grievance may be advanced by notifying the local Human Resources representative within ten (10) working days after receiving the Step One decision in writing. The local Human Resources representative shall forward a copy to the Principal, Dean, Division Head, Senior Executive Director, Labour Relations or designate, or alternatively directly to Step Three (3). The Principal, Dean, Division Head, Senior Executive Director, Labour Relations or designate shall, within ten (10) working days, meet with the Union Grievance Committee (not to exceed two (2) in number) in a further attempt to resolve the grievance. The Principal, Dean, Division Head, Senior Executive Director, Labour Relations or designate shall, within a further ten (10) working days, give their decision in writing to the Union.

## Step Three

If the grievance remains unsettled at the conclusion of Step Two, the written grievance may be advanced by notifying the local Human Resources representative who shall forward a copy to the Vice-President People Strategy, Equity & Culture or designate within ten (10) working days after receiving the Step Two decision in writing. The Vice-President People Strategy, Equity & Culture or designate shall, within fifteen (15) working days, hold a meeting with the Union Grievance Committee (not to exceed two (2) in number), the Local Union President, and a staff representative of the Union, or designate, in a further attempt to resolve the grievance. The Vice-President People Strategy, Equity & Culture or designate shall, within a further ten (10) working days, give their decision, in writing, to the Union.

Notwithstanding Article 11:04, if the parties have not mutually agreed to an extension of the Step Three meeting timelines pursuant to Article 9:06, the Union may advance the grievance directly to arbitration pursuant to Article 11. For clarity, the mandatory time period for referring a grievance to arbitration shall continue to apply in accordance with Article 9:03. If the parties have not mutually agreed to an extension of the Step Three meeting timelines as set out above, then the mandatory time period to advance a grievance to arbitration under Article 9:03 shall commence on the date immediately following the expiry of the fifteen (15) working days provided above for holding the Step Three meeting.

- 9:02 At each step of the grievance process the University representative may have with them, at any grievance meeting, an equal number of University representatives to the number of Union Representatives. Unless agreed upon in advance by the Union and the University, there shall be no more than three (3) representatives of the Union and no more than three (3) representatives of the University, not including the grievor and the person hearing the grievance.
- 9:03 If settlement of the grievance is not reached at Step Three, then the grievance may be referred in writing by either party to arbitration as provided in Article 11:

Arbitration, at any time within thirty (30) working days after the decision is received under Step Three. If no written request for arbitration is received within this time period, the grievance shall be deemed to have been withdrawn and not eligible for arbitration.

- 9:04 When two (2) or more employees with the same Department Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step One of the grievance procedure. When two (2) or more employees with different Department Heads but with the same Principal/Dean/Division Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step Two of the grievance procedure. In any other case where two (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 the University at Step Three of the grievance procedure.
- 9:05 A grievance arising directly between the University and the Union (which could not be grieved by an individual employee) shall be initiated at Step Two. Any grievance by the University or the Union as provided herein shall be commenced within ten (10) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.
- 9:06 The time limits provided in this Article may be extended by mutual agreement between the parties in writing.
- 9:07 Any step of the grievance process may be waived by mutual agreement of the parties.
- 9:08 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.

**Where the University is unavailable for a grievance meeting within the time limit specified in the grievance procedure (or any extension thereof), the Union may advance the grievance to the next step of the grievance procedure.**

- 9:09 Individual grievances alleging a violation of Article 12:04 (Job Posting) shall be submitted in accordance with the grievance procedure to the department of the posted position.

- 9:10 Individual grievances alleging a violation of Article 12:05 (Organizational Change – Elimination of Positions or Involuntary Reduction in Appointment) or Article 12:06 (Organizational Change for Externally Funded Research Grant/Contract Positions) shall be initiated at Step Two of the grievance procedure.

A grievance arising directly between the University and the Union (which could not be grieved by an individual employee) alleging a violation of Article 12:05 (Organizational Change – Elimination of Positions or Involuntary Reduction in Appointment) or Article 12:06 (Organizational Change for Externally Funded Research Grant/Contract Positions) shall be initiated at Step Three. Any grievance by the University or the Union as provided herein shall be commenced within five (5) 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.

For the University



For the Union



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

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## **ARTICLE 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 Step One of the grievance procedure within fifteen (15) working days after the employee receives notice of the discharge or suspension.

10:02 (a) 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 University will send for a Union Steward without undue delay and without further discussion of the matter with the employee concerned. If requested, the Union shall send a Steward or other authorized Union Representative immediately and without undue delay.

(b) Where an employee is required by their manager to participate in an interview a meeting to investigate a matter which will likely lead to disciplinary action that will be recorded in the employee's personnel file the employee will be notified of their right to have a Union Steward attend such a meeting. If the employee requests representation by a Union Steward, the University will send for a Union Steward without undue delay and without further discussion of the matter with the employee concerned. If requested, the Union shall send a Steward or other authorized Union Representative immediately and without undue delay. The University will inform the employee of the day, time, location, and general purpose of the meeting.

The University will provide information to the employee on accessing the Employee and Family Assistance Program.

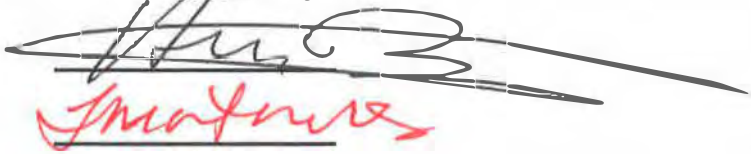
10:03 Any notice of disciplinary action which is intended to form a part of an employee's employment record shall be given in writing with a copy to the Union. All such notices or records shall be permanently removed from the employee's file when twenty-four (24) months have elapsed since the date of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

10:04 The University will inform the Union when an employee is placed on administrative leave.

University of Toronto  
February 16, 2022

WITHOUT PREJUDICE

**For the University**

A black ink signature is written over a horizontal line. Below the line, the name "Matthew" is written in red ink.

**For the Union**

A blue ink signature is written over a horizontal line. Below the line, the name "K. Smith" is written in black ink.

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## **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.

**The parties will make best efforts to schedule a mediation within six (6) months of the Union advancing the grievance.**

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

Rob Herman  
Louisa Davie  
Kevin Burkett  
Laura Trachuk

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

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

- 11:04 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
- 11:05 The Arbitrator shall hear and determine the grievance as filed and their decision shall be final and binding on the parties hereto and the employees.
- 11:06 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.

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

~~11:08 The parties, by mutual agreement, may agree to establish a Board of Arbitration in respect of any grievance submitted for arbitration. In such a case the parties shall each appoint a nominee to the Board of Arbitration and the Chairperson of the Board of Arbitration will be one of the arbitrators set out in Article 11:03 above or such other Chairperson as the two (2) nominees appointed by the parties otherwise agree. The provisions of Articles 11:04, 11:05 and 11:06 apply to a Board of Arbitration. Further, the parties will jointly bear the fees and expenses of the Chairperson on an equal basis. The parties will otherwise bear their own expenses with respect to the arbitration proceedings, including the fees and expenses of the nominee appointed by them.~~

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

11:09 The Employer agrees that the Steward and the grievor involved in the processing of the grievance shall not suffer any loss of regular wages during their attendance at arbitration or mediation hearings. It is understood no payment for time lost shall be made for attendance at such hearings to Union witnesses.

For the University


For the Union


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## Probationary Period

12:03

- a) An employee shall have no seniority and shall be considered as a probationary employee until they have completed six (6) months of active employment (i.e., days actually at work at the University in a staff-appointed position). For clarity, active employment does not include the University closure in December and January, unless the employee is required to work during that period.
- b) 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.
- c) 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.
- d) An employee must successfully complete their probationary period before they are eligible to apply and be considered for another position.
- e) The Union will be copied on letters of probationary termination.

For the University



For the Union



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## Posting

12:04

- (a) Where the University decides to fill a vacancy of more than six (6) months in the bargaining unit it will post a notice in this regard, including a posting on a web site. The notice will include the core duties, responsibilities, qualifications, classification, position number, salary range, department and person to whom an application should be submitted, and a statement that a job description is available upon request. ~~The notice will specify that the posting is restricted to employees in the bargaining unit.~~ Notices will remain posted for a minimum of seven (7) working days.

Employee applicants must submit a written application, including an up-to-date resume, within the period indicated on the posting and receive acknowledgement of the receipt of their application. Employee applicants shall have the option of including will not be required to provide the name of their current manager at the time of application. The University shall provide applicants upon request copies of the job description.

In the event that a posting is cancelled after any applications have been received from internal candidates, the internal candidates shall be notified of such cancellation in writing within five (5) working days, and the University shall advise the Union in writing of the reason(s) for such a cancellation.

Human Resources will receive and review all job applications for job postings prior to forwarding them to the hiring Department.

Employees on the accommodation list shall receive first consideration for any appropriate job postings.

If the position is not filled by an accommodation list candidate, Human Resources will forward applications from qualified redeployment pool applicants, pursuant to Article 12:10(b), to the hiring Department for consideration before any other applicants are considered.

If the position is not filled by a qualified redeployment pool candidate, pursuant to Article 12:10(b), up to five (5) of the most qualified internal applicants ~~from among those internal applicants~~ who meet the minimum qualifications, ~~if any,~~ will be interviewed and granted time off work ~~with~~ without loss of regular pay to participate in the interview. Selected internal applicants will be scheduled for an interview prior to external applicants where practicable, subject to the internal applicants' availability. ~~However, after completing any internal interviews the~~

The hiring Department retains the discretion to post externally and consider and interview 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.

The University will endeavour to interview qualified candidates without undue delay and as expeditiously as practicable. Internal applicants who are not selected to be interviewed will be informed in writing why they were not selected. Internal applicants who apply to positions posted externally shall have the same status as non-USW applicants. For clarity, such internal applicants will not be covered by any provision of the Collective Agreement in respect of job competitions for external postings, including but not limited to Article 9: Grievance Procedure.

The University 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, including University experience relevant to the position, as demonstrated in all aspects of the University's selection process. The University agrees that the onus lies with the Employer to demonstrate that the successful candidate was the most qualified. Where these factors are relatively equal as between two (2) or more candidates, the candidate with more seniority will be selected.

Candidates who are members of Indigenous, Black, racialized and 2SLGBTQ+ communities, persons with disabilities, and other equity deserving groups are encouraged to apply, and their lived experience shall be taken into consideration as applicable to the posted position.

The University shall provide applicants upon request copies of the job description. The University shall notify all internal applicants of the outcome of the search prior to the successful candidate being publicly announced or starting in the position, and in any event no more than seven (7) five (5) working days after the successful applicant has accepted the position. The University 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. Further, in addition to the name of the successful candidate, the University will indicate to the Union whether the successful candidate was selected from the accommodation list and/or redeployment pool and whether they are internal or external.

When requested by the Union, the University will further indicate the names of all internal applicants to the posted position, including their accommodation list or redeployment pool status, if any, and how

University of Toronto  
February 19, 2022

WITHOUT PREJUDICE

**many internal applicants received an interview. The University will also provide the number of external applicants for the posted position.**

For the University

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For the Union

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

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**NEW – add to end of Article 12:04(a):**

**Notwithstanding the provisions of this Article, in the case of an employee who is being converted pursuant to Article 2:02 of this Collective Agreement, the position into which they convert shall not be subject to the posting provisions in this Article upon their conversion.**

For the University

For the Union

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## Posting

12:04

- (c) An employee selected by the University for a posted vacancy who feels dissatisfied with the job may, within two (2) months of starting in the job, decide to return to the job the employee left to accept the position. The University may, within two (2) months 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.

**Where the University returns an employee to the job the employee left to accept the position, the Union shall be copied on the written notification to the employee.**

On an annual basis the University will provide the Union with the percentage of successful internal and external candidates.

For the University

A handwritten signature in blue ink, appearing to be "A. B.", written over a horizontal line. Below the line, the name "Imuthers" is written in a cursive script.

For the Union

A handwritten signature in blue ink, appearing to be "D. S.", written over a horizontal line. Below the line, there is a large, stylized "H" or similar symbol.

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## **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 results 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 University shall meet with the Union to provide preliminary information in respect of the organizational change that will affect five (5) or more employees when in the University's view sufficient information is known and available regarding the general reasons, nature, anticipated organizational impact and approximate timing of the change. This meeting will be held a minimum of two (2) weeks prior to the meeting in 12:05 (b).
- (b) A minimum of six (6) weeks notice will be given to all affected employees in the Department, prior to the implementation of the organizational change. Management representative(s) will meet with each affected employee and, where deemed appropriate, a Human Resources representative will be present. The University will provide information to the affected employee(s) on the Employee and Family Assistance Program. 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 six (6) week notice of organizational change notice period. A copy of such notice shall be provided to the employee and the Union at the same time.

At least ~~one (1)~~ two (2) weeks prior to the affected employee(s) being notified, the University shall provide the Union with a list of all employee(s) affected by the organizational change. At that time, the University will meet with the Union to outline the rationale for its decision, as well as provide organizational charts, up-to-date job descriptions, and the core duties, responsibilities, and qualifications of the positions being eliminated and the new positions being created, if any. The University will also provide information on current USW casual staffing in the department. The University will advise the Union of the time and place that the notice will be given to the affected employee(s) with as much notice as practicable but at minimum two (2) working days' advance notice when known. The employee(s) will be provided with an opportunity to meet privately with a Union Representative following the issuance of the notice and will be provided with space to do so, if available.

- (c) The Department Head or designate 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 the process, pursuant to (a) and/or (b) above.
- (d) Where a position(s) to be eliminated or involuntarily reduced in the Department is one of a number of similar positions in a multi-incumbent job classification performing similar duties in the Department, the employee(s) in the position with the least seniority will be laid off.
- (e) 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 the Department, will first be available in the following manner to eligible employee(s) in the Department who apply for the position(s). The employee(s) will be informed in writing of the deadline, which shall be a minimum of five (5) seven (7) working days, to apply for the newly created position(s) and will be provided with the job description, organizational chart, core duties, responsibilities, and qualifications required for the position(s).
  - (i) Preference shall be given to employees in the department who are facing layoff for posted positions at the same or lower classification where the employees make application and are qualified. Preference will also be given to these employees for any subsequent vacancies in the Department created as a result of this organizational change that are at the same or lower classification. From among such applicants the University will select the qualified applicant. In circumstances where there is more than one qualified applicant for a position, the employee with the most seniority will be selected. Where none of the applicants is qualified, the position will be posted to the department and the selection process will be conducted per paragraph (ii) below.
  - (ii) All employees in the department shall be eligible to apply for any new positions in the Department that are not filled per paragraph (i) above and any subsequent vacancies in the Department created by the filling of new positions by an employee of the Department, or where paragraph (i) above is not applicable. From among such applicants the University 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.

- (iii) If there are no applicants or no applicants are selected, the position(s) will be posted in accordance with Article 12:04.
- (iv) The employees who will be facing layoff will have redeployment pool status from the time they receive notice of organizational change. For clarity, this is in addition to the redeployment pool entitlement set out in Article 12:10 (b).
- (f) For up to eighteen (18) weeks from the time notice is given under Article 12:05 (b), affected employees shall be entitled to utilise the University's career transition services. Affected employees who elect the redeployment pool shall be entitled to an additional six (6) weeks of the University's career transition services. The services available include career counselling, computer skills, training support, resume preparation and external job search support. In addition, Human Resources will facilitate a skills assessment for an affected employee upon request.
- (g) Employees laid off as a result of organizational change shall be subject to the lay-off provisions. During the layoff notice period, employees shall be permitted to take up to seven (7) 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 manager. In the event the manager is unable to approve the paid time off prior to the end of the notice period, then the employee shall receive pay in lieu of any such unapproved time up to a maximum of seven (7) days.
- (h) Notwithstanding (b) 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 the Department as per (e) above. If the affected employee accepts the reduced appointment, they shall not be eligible for the layoff provisions.

#### **Organizational Change for Externally Funded Research Grant/Contract Positions**

12:06 Organizational change as defined in Article 12:05 above does not apply in the case where there is a reduction or elimination of research funding that results in the reduced or eliminated core duties no longer being done by any member of the bargaining unit in the Principal Investigator's research program.

In cases where organizational change does apply, the following will occur:

- (a) The University shall meet with the Union to provide preliminary information in respect of the organizational change that will affect five (5) or more employees when in the University's view sufficient information is known and available regarding the general reasons, nature, anticipated organizational impact and approximate timing of the change. This meeting

will be held a minimum of two (2) weeks prior to the meeting in 12:06 (b).

- (b) A minimum of six (6) weeks' notice will be given to all affected employees in the research program, prior to the implementation of the organizational change. Management representative(s) will meet with each affected employee and, where deemed appropriate, a Human Resources representative will be present. The University will provide information to the affected employee(s) on the Employee and Family Assistance Program. 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 six (6) week notice of organizational change notice period. A copy of such notice shall be provided to the employee and the Union at the same time.

At least ~~one (1)~~ two (2) weeks prior to the affected employee(s) being notified, the University shall provide the Union with a list of all employee(s) affected by the organizational change. At that time, the University will meet with the Union to outline the rationale for its decision, as well as provide organizational charts, up-to-date job descriptions, and the core duties, responsibilities, and qualifications of the positions being eliminated and the new positions being created, if any. The University will also provide information on current USW casual staffing in the department. The University will advise the Union of the time and place that the notice will be given to the affected employee(s) with as much notice as practicable but at minimum two (2) working days' advance notice when known. The employee(s) will be provided with an opportunity to meet privately with a Union Representative following the issuance of the notice and will be provided with space to do so, if available.

- (c) The Principal Investigator or designate will explain to the employees in the affected research program the reasons for and nature of the organizational change.
- (d) Where a position(s) to be eliminated or involuntarily reduced in the research program is one of a number of similar positions in a multi-incumbent job classification performing substantially similar day-to-day functions in the same research program, the employee(s) in the position with the least seniority will be laid off, unless the University establishes that this will impede the progress or be detrimental to the quality and integrity of the research.
- (e) Where one (1) or more employees is facing layoff and a new position(s) is established as a result of organizational change in the research program, before being posted under Article 12:04 the new position(s) and any

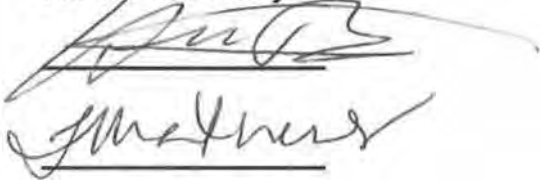
subsequent vacancies created as a result of the filling of the position by an employee in the research program, will first be available in the following manner to eligible employee(s) in the research program who apply for the position(s). The employee(s) will be informed in writing of the deadline, which shall be a minimum of five ~~(5)~~ seven (7) working days, to apply for the newly created position(s) and will be provided with the job description, organizational chart, core duties, responsibilities, and qualifications required for the position(s).

- (i) Preference shall be given to employees in the research program who are facing layoff for posted positions at the same or lower classification where the employees make application and are qualified. Preference will also be given to these employees for any subsequent vacancies in the research program created as a result of this organizational change that are at the same or lower classification. From among such applicants the University will select the qualified applicant. In circumstances where there is more than one qualified applicant for a position, the employee with the most seniority will be selected. Where none of the applicants is qualified, the position will be posted to the research program and the selection process will be conducted per paragraph (ii) below.
- (ii) All employees in the research program shall be eligible to apply for any new positions in the research program that are not filled per paragraph (i) above and any subsequent vacancies in the research program created by the filling of new positions by an employee of the research program, or where paragraph (i) above is not applicable. From among such applicants the University 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.
- (iii) If there are no applicants or no applicants are selected, the position(s) will be posted in accordance with Article 12:04.
- (iv) The employees who will be facing lay off will have redeployment pool status from the time they receive notice of organizational change. For clarity, this is in addition to the redeployment pool entitlement set out in Article 12:10 (b).
- (f) For up to eighteen (18) weeks from the time notice is given under Article 12:06 (b), affected employees shall be entitled to utilise the University's career transition services. Affected employees who elect the redeployment pool shall be entitled to an additional six (6) weeks of the University's career transition services. The services available include career counselling,

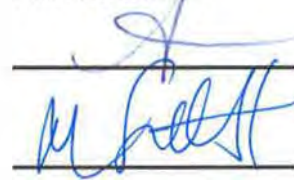
computer skills, training support, resume preparation and external job search support. In addition, Human Resources will facilitate a skills assessment for an affected employee upon request.

- (g) Employees laid off as a result of organizational change shall be subject to the lay-off provisions. During the layoff notice period, employees shall be permitted to take up to seven (7) 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. In the event the supervisor is unable to approve the paid time off prior to the end of the notice period, then the employee shall receive pay in lieu of any such unapproved time up to a maximum of seven (7) days.
- (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 the research program as per (e) above. If the affected employee accepts the reduced appointment, they shall not be eligible for the layoff provisions.

For the University



For the Union



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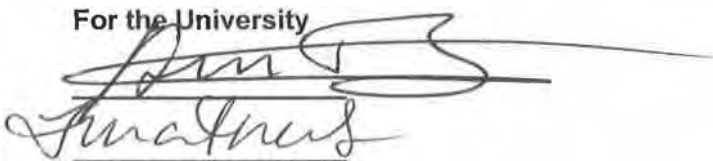
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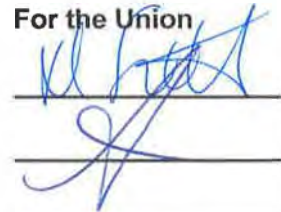
12:10 Employees who are indefinitely laid off will have the following options:

- (a) Cease employment with the University and elect enhanced severance pay effective the date of lay-off as per the severance pay schedule attached as Schedule "I" hereto.
- (b) Enter and remain in a "re-deployment pool" for up to twenty-four (24) months from the date of notice of lay off. Employees in the re-deployment pool may apply for job vacancies as per Article 12:04. Employees in the re-deployment pool who apply for job vacancies at the same or lower job classification than the employee's pre-layoff position have preference over other applicants. Employees in the re-deployment pool who apply to positions at a higher job classification than the employee's pre-layoff position do not have preference over other applicants. In all cases where employees in the re-deployment pool apply for job vacancies at the same or lower classification they are required to note, as part of their application for the position, their re-deployment pool status. Human Resources will receive and review all applications and will forward qualified pool applicants to the hiring Department for first consideration. A representative from Human Resources will be present at any interviews the hiring Department conducts with any applicants having redeployment pool status for the vacancy in question. Upon request of the redeployment pool applicant, the Human Resources representative present at the interview will provide feedback to the applicant following the interview. Applications from other applicants will only be forwarded to the hiring Department once it is established that there are no qualified pool applicants. From among such pool applicants the University will select the qualified candidate, if any, with the most seniority, taking into account factors such as qualifications, skill, ability, previous relevant experience, and provided that, with a ~~one (1)~~ **two (2)** month training and familiarization period, the employee can perform the duties of the job. Where these factors are relatively equal as between two (2) candidates, preference will be given to the candidate with more seniority. The University agrees to provide to the Union the names of any successful applicants from the redeployment pool, no later than ten (10) working days after the position has been filled.

For the University

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

For the Union

A handwritten signature in blue ink, appearing to be "J. Smith", written over a horizontal line.

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

12:12 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:

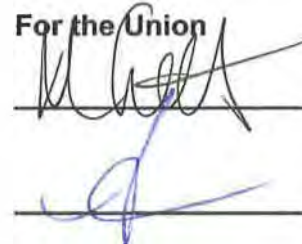
- (a) Quits;
- (b) Is laid off for a period of more than twenty-four (24) months **for employees with five (5) or more years of continuous service or for a period of more than eighteen (18) months for other employees;**
- (c) Is absent from work for three (3) consecutive working days without notifying the University 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 the University, unless the failure to return to work is due to circumstances beyond the employee's control;
- (e) Is in the re-deployment pool and declines a position offered in accordance with Article 12:10(b), following an application for the position;
- (f) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

For the University



A handwritten signature in blue ink, appearing to be 'Smart', is written over a horizontal line.

For the Union



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

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

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12:13 The University will provide the Union on a monthly basis (with a compatible electronic copy) a list that identifies employees' name, personnel number, gender, pronouns (if available), status (full-time, part-time, sessional, term), job classification, date first entered classification, faculty/division, home department, current rate of pay, email address, home address and latest campus mail address, new hires, quits, layoffs and those in the redeployment pool.

The monthly files will be provided by the fifth (5<sup>th</sup>) working day of each month.

The University will provide the Union on a semi-annual basis (with a compatible electronic copy) a list of all employees who retired during the previous six (6) months. The list will include the retired employee's name, home address and telephone number on record as at their last date of employment with the University.

For the University



For the Union



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On a monthly basis, the University shall inform the Union of all employee leaves expected to last six (6) months or longer.


For the University

[Signature]

Smathers

For the Union





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## Leave of Absence Without Pay

13:02

- (a) The University 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)~~ **twelve (12)** additional calendar months if there is a good reason for the extension and the University 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.

For clarity, a good reason for a leave of absence without pay as set out above shall not include taking up alternate employment, including self-employment, outside the University. Therefore, a leave of absence without pay will not normally be approved for such reasons. However, on an exceptional without prejudice and without precedent basis, such requests may be considered where the University determines in its sole discretion that the alternate employment is demonstrably beneficial to the University, as well as the employee's professional development, and the employee's return to the University can be assured to the University's satisfaction.

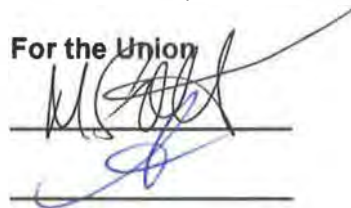
- (b) The President of the Union will be notified of all leaves granted under this Article.

13:03 Where an employee has been granted leave of absence without pay in accordance with the above Articles, the University will discontinue its share of contributions to the Pension Plan; Group Life and Survivor Income 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 programmes the employee was enrolled in prior to the leave of absence being granted for up to eighteen (18) consecutive months in total, starting from the commencement of the leave of absence and including any extension(s) by making direct payment in advance to the supervisor of the monthly payroll. All premiums must be paid monthly in advance in accordance with the rules established by the Human Resources Department.

For the University

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For the Union

A handwritten signature in blue ink, appearing to read "M. G. A.", is written over a horizontal line.

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

## Union Leave

13:05

- a) Provided the leave will not unduly interfere with operations, the University 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 ~~ten (10)~~ fourteen (14) employees from the bargaining unit at any time. For leaves to assume an official position within the International Union or Local Union, the University 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 the University, but the Union shall reimburse the University 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 the University to fulfil the duties of the position on such return will be provided by the University. If the position is eliminated during the leave the employee will be subject to, and eligible for the provisions of, Articles 12:05 to 12:11.

- b) Where the University decides to post a term vacancy to replace the position of an employee while on Union Leave, should the Union Leave be in excess of twelve (12) months, the term vacancy may be extended up to the end of the Union Leave.

For the University

For the Union

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## Parental Leave

13:07

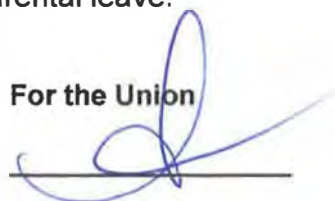
- (a) An employee who is a parent of a child and who has been employed with the University for thirteen (13) weeks is entitled to a parental leave following the birth of the child or the coming of the child into a parent's custody, care, and control for the first time. Both parents will be eligible to take a parental leave as follows:
  - (i) up to thirty-five (35) weeks of parental leave for employees who take pregnancy leave;
  - (ii) up to thirty-seven (37) weeks of parental leave for all other new parents or;
  - (iii) 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 the employee's pregnancy leave ends or when the baby first comes into custody, care, and control of the birth parent. For all other new 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.
- (c) For employees with one (1) year of service or more who provide the University with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following:
  - (i) For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
  - (ii) For an employee who takes parental leave for which a one (1) week waiting period has already been served in respect of the same child, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
  - (iii) For an employee who takes parental leave and is required to serve a one (1) week waiting period, ninety-five (95) percent of salary during the one (1) week waiting period, and the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for eight (8) weeks;

- (iv) 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*.
- (d) An employee who is entitled to a parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If the employee does not specify when the leave will end, it will be assumed that the employee wishes to take the maximum leave in accordance with Article 13:07(a) (i) or (ii), as applicable.
- 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.
- (e) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of their intent to take the parental leave.
- (f) If an employee on parental leave wishes to change the date of their return to work to an earlier date, the employee must give the University four (4) weeks' written notice of the date on which they intend to return.
- (g) 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 the University four (4) weeks' written notice before the date the leave was to end.
- (h) Seniority, vacation, benefits, and pensionable service continue during an employee's parental 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 parental leave.

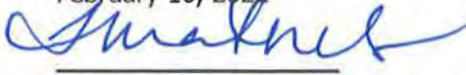
For the University



For the Union



University of Toronto  
February 10, 2022



WITHOUT PREJUDICE



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## Personal Leave

~~Such leaves shall not be used to extend vacation or long weekends.~~

13:12 An employee may request in advance up to ~~four (4)~~ five (5) days or up to ~~eight (8)~~ ten (10) half-days of paid personal leave in any year. Such requests 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. Examples of personal leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, stepping-in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave, writing examinations, volunteer activities, and attending to emergency situations.

Such leaves shall not be used for the sole purpose of extending vacation or long weekends.

13:13 In arranging these leaves, both the best interests of the University 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.

For the University



For the Union



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### Compassionate Care Leave

13:15 The University will grant compassionate care leave to employees who take a leave of absence under the Family Medical Leave and/or Family Caregiver Leave provisions of the *Employment Standards Act*. For employees with one (1) year of service or more the University will pay up to the equivalent of the maximum possible weekly Employment Insurance benefit for which the employee is qualified during the one (1) week waiting period provided that the employee applies for and receives Employment Insurance benefits.

For the University


For the Union


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## ARTICLE 20: HEALTH AND SAFETY

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

The University requires that health and safety be a primary objective in every area of its operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.

The University shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. 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. In the event the University produces a report respecting occupational health and safety in the workplace, within the meaning of the *Occupational Health and Safety Act*, the University will provide the results of the report to the Union and those employees who are directly affected by the findings.

The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work 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*.

20:02

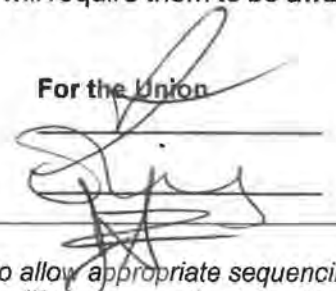
- (a) The Union shall elect or appoint at least one (1) bargaining unit employee as a worker member to the Main Joint Health and Safety Committees (which committees have the responsibilities of Joint Health and Safety Committees under the *Occupational Health and Safety Act*) covering buildings where bargaining unit members are employed, or such further joint health and safety committees if established in the future.
- (b) The University will continue to respect the functions and guidelines established for the Main Joint Health and Safety Committees and Local Safety Committees in accordance with terms of reference for the Multi-workplace Joint Health and Safety Committee agreement. The University will ensure that copies of minutes of Main Joint Health & Safety Committee meetings from all campuses will be forwarded to the Union office via electronic mail at least one (1) week prior to the next meeting.
- (c) The number of members appointed by the University to any of the above-noted Joint Health and Safety Committees shall not exceed the number of worker members on the committees.

- (d) One worker member appointed or elected by the Union to each of the above-noted Main Joint Health and Safety Committees and Local Safety Committees may become a certified worker representative on the Committee if requested by the Union. The University agrees to pay the costs for the **basic level - core Part 1 and 2 JHSC** certification programme and certification refresher course every three (3) years.
- (e) The University and the Union will also establish a Central Health and Safety Committee made up of six (6) members, three (3) appointed by the Union and three (3) appointed by the University. Each party shall select from among its three (3) representatives a co-chair for the central committee. The role of the Central committee will be to monitor, assist and provide direction to the Main Joint Health and Safety Committees and, where necessary, the Local Safety Committees. The Central Health and Safety Committee will meet at least twice per year.
- (f) The Central Committee and the Union shall receive copies of all committee reports, and investigations reports from all the committees. The University shall ensure that these materials are provided within thirty (30) days of receipt of the report by the University. The University shall notify the Union of workplace testing conducted for the purpose of occupational health and safety of which the JHSC has been notified pursuant to OHSA. Further, the University will provide the Union with the results of a report respecting health and safety that has been provided to the JHSC pursuant to OHSA.  
  
The University will inform the Union of all Ministry of Labour visits (prior to or upon arrival where the Ministry of Labour requests the presence of a JHSC worker member) to any work site where any bargaining unit employees are regularly employed.
- (g) The University will provide the Union with copies of all Workplace Safety and Insurance Board (WSIB) Form 7 Employers' Report of Injury/Illness for members injured on the job within the timeframe specified in the applicable legislation for filing a report with the WSIB.
- (h) Bargaining unit employees on both the Health and Safety Committees and Central Committee 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 Committees and Central 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.

For the University



For the Union



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### **Accommodation/Return to Work**

20:06 The University recognizes its duty to accommodate the disabilities of the bargaining unit members under the *Ontario Human Rights Code*.

- (a) The University agrees to recognize and, to the extent outlined in this article, to ~~deal~~ **engage** with the Union Accommodation Committee consisting of up to three (3) members. The University will pay for the members of this committee 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 the University.
- (b) Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, the Union may assign a member of the Union Accommodation Committee to represent the employee. The University or the Union may ~~also~~ request a meeting with that the Union appoint a member of the Union Accommodation Committee to discuss an ongoing accommodation case in a collaborative and cooperative manner ~~participate in discussions regarding a particular case~~ before a dispute arises. The University shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to Union representation.
- (c) With the written consent of the employee, the member of the Accommodation Committee shall have access to any relevant medical information related to the accommodation and/or return to work of the employee.

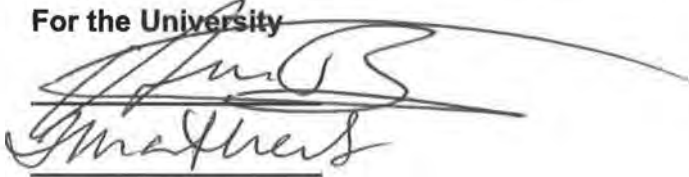
Where the University proposes a particular measure of accommodation, or does not adopt a proposal by an employee / Union of a particular measure of accommodation, the University shall provide the member of the Accommodation Committee with the reasons for the proposal or denial at the Union's request.

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

- (f) The employee will be reimbursed for all medical reports related to accommodation that the University may request subsequent to the initially completed University of Toronto Return to Work Form. Reimbursement will be up to the amount as outlined in the Ontario Medical Association's Guidelines.

For the University

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For the Union

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22:05 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 the Department or Division Head. Employees may carry forward a further five (5) days for a total of ten (10) days with the written approval of the Department or Division Head. "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 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."

**Effective January 1, 2025, the above paragraph will be replaced with the following:**

**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 vacation days with the written approval of the Department or Division Head. 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 vacation days from a previous vacation year for a total of twenty (20) vacation days with written approval. In exceptional circumstances, as part of an approved vacation balance management plan, employees may be permitted to carry forward up to five (5) additional vacation days towards a planned leave. 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.**

For the University



For the Union



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22:09 Upon termination of employment, unused vacation credits will be paid out to an employee.



Effective July 1, 2015, the University will reduce the payment that is provided to employees who, when they cease employment, have accumulated (that is, earned but not taken) approved vacation. The reduction will be as follows:

- for those with 3 weeks annual vacation entitlement, a reduction in the payment upon cessation of employment of 4 days;
- for those with 4 weeks annual vacation entitlement, a reduction of 5 days; and,
- for those with 5 weeks annual vacation entitlement, a reduction of 6 days.

This does not preclude employees taking their outstanding vacation as time off work before they leave the University. This provision shall only apply to vacation payouts to employees leaving the University.

**22:10 Effective January 1, 2025 in all instances where accumulated vacation credits are paid out in accordance with this Article, vacation credits shall be paid out at the rate of pay at which they were earned. In the event that any vacation credits accumulated as of December 31, 2024 are being paid out then they shall be paid out at the rate of pay in effect on December 31, 2024.**

For the University

For the Union


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## Temporary Transfers

23:02 An employee who is temporarily transferred to another job to meet the University's 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.

Where an employee believes there are significant special circumstances, the employee may submit a written request to their manager not to be temporarily transferred, setting out the reasons for the request, and the University agrees to give due consideration to such request.

Temporary transfers of six (6) months or less shall not be required to be posted. All others shall be posted.

**Temporary transfers may be extended by up to six (6) additional months by mutual agreement between the University and the Union.**

Employees not covered by this Collective Agreement will not be temporarily transferred into the bargaining unit under this provision unless otherwise agreed by the parties.

For the University

For the Union

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24:05 Employees may submit requests for alternative work arrangements under the University's guidelines for alternative work arrangements as they may exist and change from time to time. Such requests may include flexible hours, a compressed work week, remote work setting, hybrid-remote work setting, or altered work hours (e.g., earlier or later start). It is understood that such arrangements, in and of themselves, do not trigger overtime or a reduction in FTE.

The ~~Division or Department head's~~ decision to grant or deny a request for alternative work arrangements shall be based on reasons of departmental operational efficiency, service effectiveness, and the University's guidelines for alternative work arrangements, including but not limited to the individual duties, tasks, and overall functions of the work. 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 University discretion. It is further understood that such arrangements shall be approved or denied in a manner that is not arbitrary, discriminatory or in bad faith.

The ~~Division or Department head shall respond~~ response to requests for alternative work arrangements shall be provided within ~~twenty (20)~~ fifteen (15) working days. Such requests shall be approved, approved as adjusted, or denied in a written response to the employee. Responses to requests that have been approved as adjusted or denied will include the rationale for the decision.

Alternative work arrangements will normally be approved for a minimum of four (4) months, and not more than twelve (12) months. Alternative work arrangements will be reviewed in accordance with the University's guidelines for alternative work arrangements.

If the University alters the ongoing terms of, or ends, the alternative work arrangement(s) prior to the planned end date, then a minimum of six (6) weeks notice will be provided to the employee(s), except in emergencies, unforeseen circumstances, and situations beyond the University's control.

In the event of an employer-initiated requirement for an alternative work arrangement, ~~the Division or Department head shall provide as much advanced notice to the employee as practicable in the circumstances,~~ a minimum of six (6) weeks notice will be provided to the employee(s), except in emergencies, unforeseen circumstances, and

situations beyond the University's control. For clarity, renewals of existing employer-initiated alternative work arrangements will not require a minimum of six (6) weeks notice, however as much advance notice as practicable will be provided.

~~Division or Department heads will utilize t~~The University's guidelines for alternative work arrangements as they may exist and change from time to time will be utilized in the implementation and administration of alternative work arrangements.

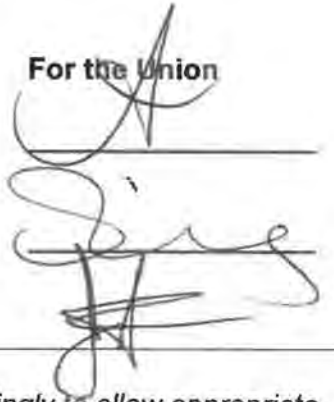
Other than for operational reasons, an employee whose alternative work arrangement includes days worked remotely will not be required to work onsite on a day that the employee ordinarily works remotely in exchange for a day that the employee ordinarily works onsite but did not work due to holidays, Presidential Days, or leaves approved in advance. For clarity, an employee will not be required to work onsite on an ordinarily remote day solely for the purpose of making up for an onsite day missed for one of the aforementioned reasons.

The University agrees to notify the Union in advance of the implementation of any modifications to the University's guidelines for alternative work arrangements.

For the University

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For the Union

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## Overtime

24:06 Overtime must be authorized in writing in advance by an employee's immediate supervisor. Wherever practical, all overtime shall be offered on a voluntary basis and as equitably as possible to the employees who normally perform the work.

Further, each Department 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.

**Departments shall inform all new hires of the process and communicate the process to all employees in the Department on an annual basis or when any changes to the process are implemented.**

For the University

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For the Union

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### Part-Time Status for Family Care

24:11 Full-time employees who have continuous responsibilities for the care of their family may submit a written 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 department or division head, 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~~ six (6) weeks prior to the commencement of the requested change in status, except in unforeseen circumstances. Salary and benefits will be appropriately pro-rated according to the percentage time worked.

The Division or Department Head shall respond to such requests within fifteen (15) working days from the date the written request is received. Such requests shall be approved or denied in a written response to the employee.

For the University



For the Union



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## ARTICLE 26: PENSION AND BENEFITS

26:01 Employees are eligible to participate in the ~~Pension Plan~~; Long Term Disability Plan; Group Life and Survivor Income 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~~" "C" to "H" attached hereto.

### SCHEDULE B: PENSION PLAN

~~Eligible employees can participate in the University of Toronto Pension Plan or, if applicable, the University of Toronto Pension Plan for OISE/UT Employees. The University will administer the Plans in accordance with the terms and conditions of the Plans.~~

For the University

For the Union


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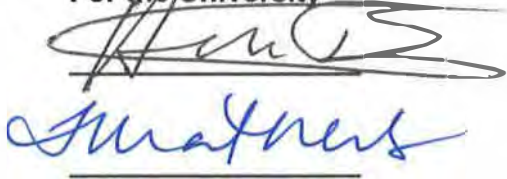
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## ARTICLE 27: SICK LEAVE

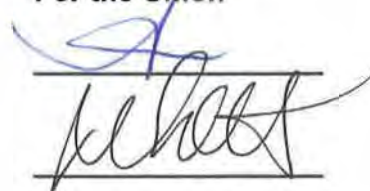
- 27:01 Sick leave is defined as absence because of an employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* 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.
- 27:02 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. Employees shall be eligible for up to three (3) days of sick leave during the probationary period.
- 27:03 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. **For clarity, an employee shall not be required to perform work where the employee is unable to report to work due to sickness or injury.**
- 27:04 An employee may, with prior warning, be required by the University to provide a doctor's certificate certifying that the employee is unable to carry out their normal duties due to illness.
- 27:05 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.

For the University



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For the Union



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## ARTICLE 33: PROFESSIONAL DEVELOPMENT

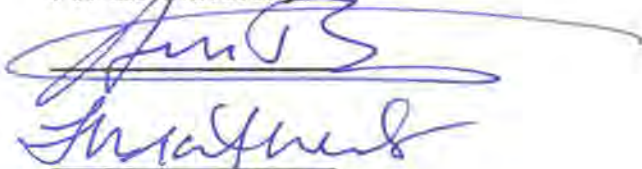
33:01 The University recognizes the important role that administrative staff have in contributing to the achievement of the University's teaching, learning and research mission. Therefore, the University is committed to creating an environment that facilitates and enhances the skills training and career development of administrative staff and fosters promotional opportunities.

To further this objective the University offers both internal staff development opportunities and an educational assistance programme.

Staff development activities should take place within the framework of a jointly agreed upon career development plan between the employee and their supervisor. **Further, such activities should be directly relevant related to the employee's current position and/or to another closely related position at the University.**

The University will grant, upon request by the employee a minimum of four (4) days professional development per year **directly relevant** related to the employee's **current position and/or to another closely related position at the University 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, cost, and the availability of **Organizational Development and Centre for Learning, Leadership & Culture Centre** programmes, **and other directly relevant related activities that may include training, workshops, and conferences.** Responses to such requests will be provided **in writing** within fifteen (15) working days. Such requests shall not be unreasonably withheld.

For the University



For the Union



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## ARTICLE 34: COACHING LETTERS

34:01 The University and the Union recognize that coaching letters are a non-disciplinary method of addressing concerns with an employee. For clarity, coaching letters shall not form a step in the progressive discipline process and shall not be relied upon to increase the severity of discipline imposed.

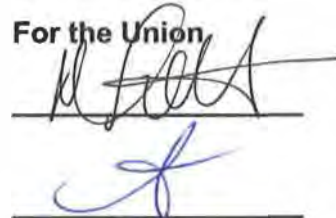
Coaching letters shall be removed from the employee's file when either twelve (12) months of active employment (i.e., days actually at work at the University in a staff-appointed position) have elapsed since the date of issue or when the employee's manager deems the concern to be resolved, whichever is earlier. For clarity, a new coaching letter may be issued at any time.

All coaching letters shall be clearly identified as such in the subject line of the letter.

For the University

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For the Union

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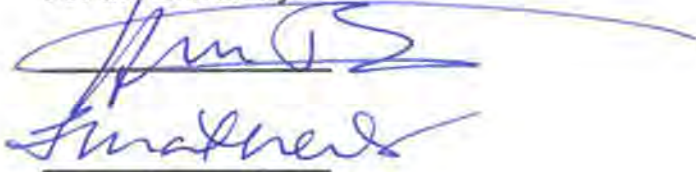
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## ARTICLE 35: TERMINATION

35:01 This Agreement shall be effective from July 1, ~~2024~~ 2023 and shall continue in effect up to and including the 30<sup>th</sup> day of June, ~~2023~~ 2026, 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.

For the University



For the Union



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**University of Toronto Economic Proposal - CONFIDENTIAL – September 8, 2023 @ 6:00PM**

1) Across-the-Board (ATB) increases and adjustments to Schedule A: Salary Grid

July 1, 2023	<b><u>9.00%</u></b> ATB increase to be applied to June 30, 2023 base salary
July 1, 2024	2.00% ATB increase to be applied to June 30, 2024 base salary
July 1, 2025	<b><u>1.80%</u></b> ATB increase to be applied to June 30, 2025 base salary

- The July 1, 2023 increase will be retroactive only for those employees who are actively employed in the bargaining unit on the date of ratification.

2) Amend Article 13:12 to include one (1) additional paid Personal Leave day (for a total of five (5) days).

3) The University agrees to renew the provisions of the Early Retirement Bridge Benefit Outside of the Pension Plan for the following effective dates:

- For retirements on or after **November 30, 2023** up to and including **May 31, 2026**

The Early Retirement Bridge Benefit Outside of the Pension Plan shall not apply to any Pension Plan member receiving a voluntary retirement or exit/severance incentive under any other program.

4) Amend Letter of Intent: Educational Assistance to increase University of Toronto graduate programs in paragraph 1. (a) by **two** hundred dollars (**\$200**) to up to a maximum of three thousand **two** hundred dollars (**\$3,200**) per academic year, and non-degree credit work-related courses in paragraph 1. (e) by fifty dollars (\$50) to up to a maximum of eight hundred dollars (\$800) per course.

5) Amend Article 13:15 to add "Family Caregiver Leave".

6) Amend Letter of Intent: Residence Life – Working Group (**as attached**).

7) **The value of eligible claims under the Child Care Benefit plan shall be increased from \$1,000,000 to \$1,100,000**

8) **Amend Letter of Intent: Uniforms, Faculty of Dentistry (as attached) to include reimbursement for licensing fees where required as a condition of their employment at the University.**

## Benefits

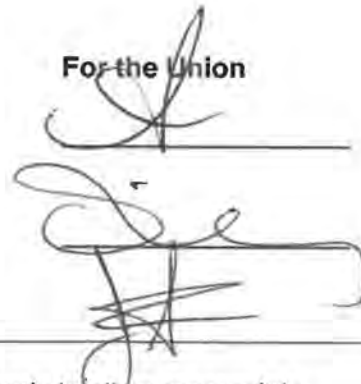
Effective November 1, 2023:

- Increase the combined maximum for Massage, Physiotherapy, Chiropractic, Naturopath, Osteopath, Acupuncturist, Homeopath & Occupational Therapist from \$1,100 to **\$1,300** per benefit year
- **Remove the overall maximum for hearing care and provide separate maximums for hearing aids and cochlear implants as follows:**
  - Increase the maximum for hearing aids from \$500 to \$800 per ear every 36 months
  - **Reimburse cochlear implants subject to reasonable and customary charges as determined by the benefits carrier every 36 months**
- Increase the maximum for prescription eyeglasses or contact lenses from \$600 to \$650 every 24 months
- Increase the combined maximum for Psychological, Master of Social Work or Psychotherapist from \$2,700 to **\$2,900** in year 1, **\$3,000** in year 2, **\$3,100** in year 3
- Increase the dispensing fee for prescription drugs from up to \$6.50 to up to \$7.50
- **Increase Dental Major Services from \$2,250 to \$2,350**
- **Include anesthesia for basic dental services for dependent children under the age of 21, in accordance with the terms of the benefit plan**

For the University



For the Union



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

## TERM OF AGREEMENT

Three years: July 1, 2023 – June 30, 2026

## WAGES – Front-loaded to get more money in your pocket sooner!

- July 1, 2023 9.0% Across the Board (ATB) increase
- July 1, 2024 2.0% Across the Board (ATB) increase
- July 1, 2025 1.8% Across the Board (ATB) increase

The July 1, 2023, increase will be retroactive only for those employees who are actively employed in the bargaining unit on the date of ratification. Step increases will continue as usual.

### DRAFT USW Salary Grids

July 1, 2023 - Wages increased by 9.0%

PSG	HIRERATE	STEP01	STEP02	STEP03	STEP04	STEP05	STEP06	STEP07	STEP08
1	40474	42093	43777	45528	46893	48301	49747	50744	51758
2	42977	44697	46482	48344	49792	51288	52826	53881	54959
3	45635	47461	49355	51331	52873	54460	56091	57214	58361
4	48455	50397	52410	54507	56143	57825	59560	60751	61968
5	51452	53510	55652	57878	59614	61402	63244	64507	65799
6	54635	56821	59092	61456	63300	65198	67154	68499	69868
7	58012	60335	62745	65255	67216	69231	71306	72732	74189
8	61600	64064	66625	69292	71369	73513	75715	77232	78775
9	65407	68025	70744	73574	75784	78056	80396	82005	83646
10	69455	72232	75122	78128	80469	82883	85370	87077	88819
11	73748	76700	79766	82957	85445	88009	90648	92463	94310
12	78308	81439	84698	88085	90731	93451	96256	98178	100144
13	83150	86478	89938	93533	96340	99230	102206	104253	106336
14	88290	91825	95496	99314	102294	105364	108527	110697	112911
15	93752	97504	101402	105459	108622	111879	115237	117541	119892
16	99548	103531	107671	111979	115338	118799	122363	124808	127305
17	105706	109935	114332	118904	122471	126145	129930	132528	135179
18	112241	116730	121400	126258	130045	133947	137962	140722	143537
19	119184	123950	128908	134065	138086	142229	146495	149425	152410
20	126554	131614	136879	142355	146625	151023	155554	158667	161836

# HIGHLIGHTS

TERMS OF THE AGREEMENT - 3 YEARS  
July 1, 2023 - June 30, 2026

July 1, 2024 - Wages increased by 2.0%

PSG	HIRERATE	STEP01	STEP02	STEP03	STEP04	STEP05	STEP06	STEP07	STEP08
1	41283	42935	44653	46439	47831	49267	50742	51759	52793
2	43837	45591	47412	49311	50788	52314	53883	54959	56058
3	46548	48410	50342	52358	53930	55549	57213	58358	59528
4	49424	51405	53458	55597	57266	58982	60751	61966	63207
5	52481	54580	56765	59036	60806	62630	64509	65797	67115
6	55728	57957	60274	62685	64566	66502	68497	69869	71265
7	59172	61542	64000	66560	68560	70616	72732	74187	75673
8	62832	65345	67958	70678	72796	74983	77229	78777	80351
9	66715	69386	72159	75045	77300	79617	82004	83645	85319
10	70844	73677	76624	79691	82078	84541	87077	88819	90595
11	75223	78234	81361	84616	87154	89769	92461	94312	96196
12	79874	83068	86392	89847	92546	95320	98181	100142	102147
13	84813	88208	91737	95404	98267	101215	104250	106338	108463
14	90056	93662	97406	101300	104340	107471	110698	112911	115169
15	95627	99454	103430	107568	110794	114117	117542	119892	122290
16	101539	105602	109824	114219	117645	121175	124810	127304	129851
17	107820	112134	116619	121282	124920	128668	132529	135179	137883
18	114486	119065	123828	128783	132646	136626	140721	143536	146408
19	121568	126429	131486	136746	140848	145074	149425	152414	155458
20	129085	134246	139617	145202	149558	154043	158665	161840	165073

July 1, 2025 - Wages increased by 1.8%

PSG	HIRERATE	STEP01	STEP02	STEP03	STEP04	STEP05	STEP06	STEP07	STEP08
1	42026	43708	45457	47275	48692	50154	51655	52691	53743
2	44626	46412	48265	50199	51702	53256	54853	55948	57067
3	47386	49281	51248	53300	54901	56549	58243	59408	60600
4	50314	52330	54420	56598	58297	60044	61845	63081	64345
5	53426	55562	57787	60099	61901	63757	65670	66981	68323
6	56731	59000	61359	63813	65728	67699	69730	71127	72548
7	60237	62650	65152	67758	69794	71887	74041	75522	77035
8	63963	66521	69181	71950	74106	76333	78619	80195	81797
9	67916	70635	73458	76396	78691	81050	83480	85151	86855
10	72119	75003	78003	81125	83555	86063	88644	90418	92226
11	76577	79642	82825	86139	88723	91385	94125	96010	97928
12	81312	84563	87947	91464	94212	97036	99948	101945	103986
13	86340	89796	93388	97121	100036	103037	106127	108252	110415
14	91677	95348	99159	103123	106218	109405	112691	114943	117242
15	97348	101244	105292	109504	112788	116171	119658	122050	124491
16	103367	107503	111801	116275	119763	123356	127057	129595	132188
17	109761	114152	118718	123465	127169	130984	134915	137612	140365
18	116547	121208	126057	131101	135034	139085	143254	146120	149043
19	123756	128705	133853	139207	143383	147685	152115	155157	158256
20	131409	136662	142130	147816	152250	156816	161521	164753	168044

## SCHEDULE I: SEVERANCE PAY

### Severance Schedule

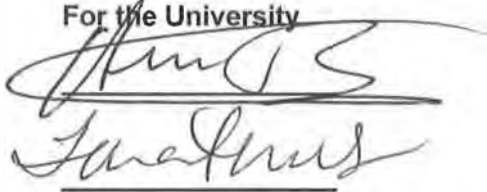
Continuous Years of Service at Date of Layoff*	Enhanced Severance Pay	leaving the re-deployment pool early, as follows:		
	Effective Date of Layoff	0 - 6 months	6-12 months	12+ months
(years)	(weeks)	(weeks)	(weeks)	(weeks)
0	0	0	0	0
1	2	0	0	0
2	4	0	0	0
3	6	1	1	1
4	8	3	2	2
5	11	7	6	6
6	13	9	7	7
7	15	11	8	8
8	18	13	9	9
9	20	15	12	10
10	26	17	13	11
11	28	19	14	12
12	30	21	16	13
13	32	23	18	15
14	34	25	20	17
15	38	27	22	19
16	42	29	24	21
17	46	31	26	23
18	48	33	28	25
19	50	35	30	27
20	53	37	32	29
21	56	39	34	31
22	57	41	36	33
23	58	43	38	35
24	59	45	40	37
25	60	46	42	39
26	61	47	43	41
27	62	48	44	43
28	63	49	45	45
29	64	50	47	47
30+	65	52	52	52

**\*Note: For the purpose of calculating continuous years of service in accordance with this Schedule, only continuous service in this Staff-Appointed bargaining unit shall be**

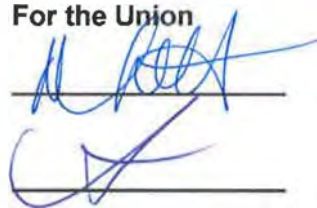
counted. Notwithstanding the foregoing, continuous service in the USW Local 1998 Casual bargaining unit shall be counted where the employee has worked continuously in the same position with an appointment of forty (40) percent or more, or regularly worked the equivalent or more in hours each week (i.e. fourteen and one-half (14.5) hours each week in the same position) immediately preceding (without a break) the service in this Staff-Appointed bargaining unit.

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For the University

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For the Union

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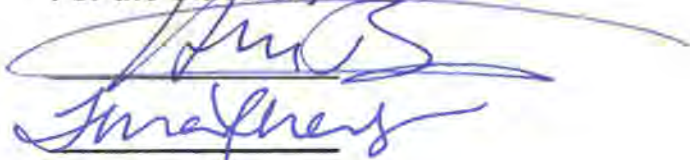
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The University and the Union agree to RENEW, AMEND or DELETE as specified below the following Letters of Agreement/Understanding/Intent for the term of the renewal Collective Agreement:

- Letter of Agreement – RENEW
- Letter of Understanding: Schedule A (Salary) – RENEW
- Letter of Understanding: E-Mail Addresses – RENEW
- Letter of Understanding: Participation in University Committees and Other Collegial Activities – RENEW
- Letter of Understanding: Union Meetings – RENEW
- Letter of Understanding: Employment Equity - **AMEND**
- Letter of Understanding: Meeting Space at UTM and UTSC – RENEW
- Letter of Intent: Tuition Waiver for Dependants – RENEW
- Letter of Intent: Educational Assistance – **AMEND**
- Letter of Intent: OISE and Former Group “C” Vacation Entitlement – RENEW
- Letter of Intent: Sessional Layoffs Faculty of Dentistry – RENEW
- Letter of Intent: Employment of Students in Casual Positions – RENEW
- Letter of Intent: Trades and Utilities Health & Safety Committee – RENEW
- Letter of Intent: Uniforms, Faculty of Dentistry – **RENEW AMEND**
- Letter of Intent: Flag Protocol & International Day of Mourning – RENEW
- Letter of Intent: Health and Safety Release Time – RENEW
- Letter of Intent: Public Transit Subsidy – **RENEW AMEND**
- Letter of Intent: Self-Funded Leave Plan – RENEW
- Letter of Intent: Campus Mail – Communications – RENEW
- Letter of Intent: Use of Temporary Office Staffing Agencies – RENEW
- Letter of Intent: Re: Biometrics – RENEW
- Letter of Intent: Career Development & Talent Retention – RENEW
- Letter of Intent: Complaints Based Upon Alleged Breach of Civility Guidelines, and/or Guidelines on Discrimination and Discriminatory Harassment – RENEW
- Letter of Intent: Multi-Site Joint Health and Safety Committee Structure – **AMEND**
- Letter of Intent: Workers’ Health and Safety Centre – **AMEND**
- Letter of Intent: Non-Conforming Hours of Work – RENEW
- Letter of Intent: Internship Positions – RENEW
- Letter of Intent: Sustainability Committee – RENEW
- Letter of Understanding – Domestic Violence – RENEW
- Letter of Agreement: Impact of Employment Insurance Legislative Changes – RENEW
- Letter of Intent: Gender Identity & Gender Expression - RENEW
- Letter of Intent: Residence Life – Working Group - **AMEND**
- Letter of Intent: Vacation Payout at Cessation of Employment - **AMEND**
- Letter of Intent: Disconnecting from Work - **AMEND**
- Letter of Intent: Employee Accommodation - RENEW

- Letter of Intent: Workplace Investigations – Shared Values, Preventative Efforts and Workplace Restoration – Civility Guideline and Discrimination Guideline - RENEW
- Letter of Intent: Crisis Identification and Referral Training – **AMEND RENEW**
- Letter of Understanding: Union Meetings (Appendix X) – RENEW
- Letter of Intent: Teaching Assignments and Schedules for ESL Instructors in ELP/SCS (Appendix X) – RENEW
- Letter of Intent: Health and Safety Release Time (Appendix X) – RENEW
- Letter of Understanding: Leave of Absence Without Pay (Appendix X) – RENEW
- Letter of Understanding: Reduction to Partial Workload (Appendix X) – RENEW

For the University

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For the Union

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## LETTER OF UNDERSTANDING: EMPLOYMENT EQUITY

### DATE

**Mary Lou Scott Colleen Burke**

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

Dear Ms. **Scott Burke**,

To act on its commitment to employment equity under the University's Employment Equity Policy the University agrees to continue the joint Employment Equity Advisory Committee with the Union. The Committee will meet within sixty (60) days of the date of ratification of this Collective Agreement, and quarterly thereafter. The Committee is composed of four (4) representatives each of the Union and the University. The Committee's mandate shall be to make recommendations to the Vice President, People Strategy, Equity & Culture regarding the continuing achievement of employment equity within the bargaining unit. Such recommendations may include changes to policies and/or practices or the implementation of special programs **and/or any other recommendations that the Committee agrees to bring forward within its mandate of helping to advance Employment Equity.**

In support of the Committee's commitment to Employment Equity, the Committee will engage in meaningful discussions in respect of the Employment Equity Survey, including feedback on survey content and structure, review and analysis of report(s) of employment equity data, and strategies for fostering greater participation in the Survey.

Discussions of the Committee will include identification of employment equity barriers and potential avenues to address such barriers, including the possibility of creating training and mentoring opportunities.

Data and information will be made available to the Committee at an aggregate level such that identification of any individual employee is not possible. The University will provide the same data for the USW Staff-Appointed bargaining unit as contained in the Employment Equity Annual Report, subject to the availability of the data and all applicable confidentiality restrictions. Updated data will be extracted annually, and provided to the Committee.

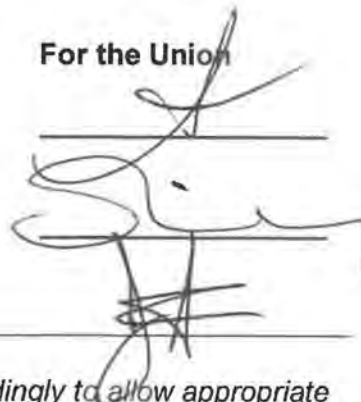
Yours truly,

Kelly Hannah-Moffat  
Vice-President, People Strategy, Equity & Culture  
University of Toronto

For the University

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For the Union

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## LETTER OF INTENT: EDUCATIONAL ASSISTANCE

### DATE

**Mary Lou Scott Colleen Burke**

Staff Representative

United Steelworkers

25 Cecil Street

Toronto, Ontario M5T 1N1

Dear Ms. **Scott Burke**,

The University agrees that employees in the bargaining unit shall be entitled to the benefits of the Educational Assistance Policy attached hereto.

Yours truly,

Kelly Hannah-Moffat

Vice-President, People Strategy, Equity & Culture

University of Toronto

## INTRODUCTION

In keeping with its policy objective to provide staff members with opportunities for personal development and establish a working environment that will encourage them to develop their abilities, the University has designed this practice on Educational Assistance. Its provisions define the extent to which the University 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 University service (described under ELIGIBILITY) and have academic acceptability by the Faculty, School, Centre, etc., from whom the course is to be taken and the approval of the Department Head before beginning the course as described **under PROCEDURES below**.

## 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.

## PROVISIONS

1. One hundred (100) percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking:

- a) A University of Toronto degree course, up to and including flex-time PhD Programs and part-time Doctoral studies. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee. For Master's level programmes, flex-time PhD Programs and part-time Doctoral studies the tuition waiver shall be limited to a maximum of three thousand **two hundred (\$3,000) (\$3,200)** dollars per academic year. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or three thousand **two hundred (\$3,000) (\$3,200)** dollars per year, so long as the employee has already received a tuition waiver under this policy; or
- b) a University of Toronto course taken as part of the "academic bridging" programme; or
- c) a University of Toronto course taken as a "special student"; or

- d) a diploma or certificate programme offered through Woodsworth College or other University of Toronto academic divisions, for which students are registered as University of Toronto students and receive diploma at Convocation in accordance with the University Policy on Diploma and Certificate Programmes. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee.
- e) non-degree credit courses offered by the School of Continuing Studies and other University of Toronto divisions, that are work or job related, up to a maximum of ~~seven hundred and fifty (\$750)~~ eight hundred (\$800) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of three hundred and fifty (\$350) dollars per course, with a combined maximum four (4) courses per academic year.

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 Department Head is obtained and alternative work arrangements are made.

## 2. Fifty (50) percent Tuition Reimbursed

Fifty (50) percent of tuition fees will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution (other than those in 1. above), up to a maximum of seven hundred and fifty (\$750) dollars per course and a combined maximum of four (4) courses per academic year. Such courses should be taken on the staff member's own time, after normal working hours and must be either:

- a) ~~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.
- b) ~~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 programmes.

For the University



For the Union



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## LETTER OF INTENT: EMPLOYMENT OF STUDENTS IN CASUAL POSITIONS

**August 11, 2020 DATE**

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

Dear Ms. Scott,

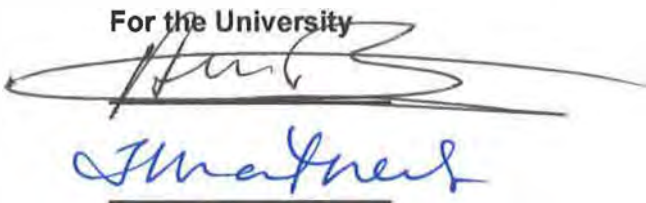
In excluding full-time students employed in casual positions from eligibility for transition to the staff-appointed bargaining unit under Article 2 of the staff-appointed agreement, the University does not intend to and will not increase the share of students in casual positions or the share of casual employees in total employment at the University within the combined scope of the two (2) bargaining units.

The University agrees that this matter may be reviewed at the Labour Management Committee. The University further agrees to give the Union access to data on request, a quarterly basis, including by department, to the extent that the data is available, to enable it to evaluate employment practices in relation to this Letter.

Yours truly,

Kelly Hannah-Moffat  
Vice-President, ~~Human Resources & Equity~~ People Strategy, Equity & Culture  
University of Toronto

For the University



A handwritten signature in blue ink, appearing to read 'K. Hannah-Moffat', is written over a horizontal line.

For the Union



A handwritten signature in blue ink, appearing to read 'KL Scott', is written over a horizontal line.

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**LETTER OF INTENT: UNIFORMS, FACULTY OF DENTISTRY – UNIFORMS  
AND ONTARIO DENTAL ASSISTANT ASSOCIATION FEES**

**DATE**

**Mary Lou Scott Colleen Burke**

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

Dear Ms. **Scott Burke**,

The parties agree that this letter of intent shall apply to clinical employees at the Faculty of Dentistry who are required to wear uniforms as part of their employment, **and those who are required to pay annual Ontario Dental Assistants Association fees as a condition of their employment at the University. Effective April 1, 2022** The Faculty of Dentistry shall reimburse clinical employees up to \$400 per academic year, upon production of original receipts to cover the cost of uniforms and shoes, that are consistent with the Faculty of Dentistry dress code and infection control policy, **and/or the cost of the annual Ontario Dental Assistants Association fees where required as a condition of their employment at the University.**

Yours truly,

Kelly Hannah-Moffat  
Vice-President, **Human Resources & Equity People Strategy, Equity & Culture**  
University of Toronto

For the University



For the Union



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## LETTER OF INTENT: PUBLIC TRANSIT SUBSIDY

### DATE

**Mary Lou Scott Colleen Burke**

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

Dear Ms. **Scott Burke**,

~~The University will continue to administer volume discounts on TTC passes as long as the TTC continues to provide the University of Toronto with volume discounts in the purchase of transit passes for the employees in the bargaining unit. The University and the Union agree to jointly approach the Mississauga Transit and Go Transit to discuss volume discounts in the purchase of transit passes for employees in the Bargaining Unit.~~

During the term of the 2023-2026 Collective Agreement the University will explore programs, opportunities, and partnerships with public transit agencies serving the Greater Toronto Area (GTA).

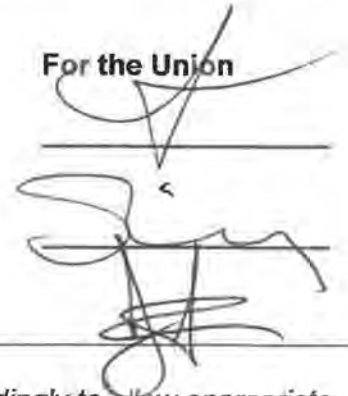
Yours truly,

Kelly Hannah-Moffat  
Vice-President, **Human Resources & Equity People Strategy, Equity & Culture**  
University of Toronto

For the University



For the Union



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## LETTER OF INTENT: CAREER DEVELOPMENT & TALENT RETENTION

August 11, 2020 DATE

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

Dear Ms. Scott,

The University and the Union are committed to supporting the career development of the employees in this bargaining unit. In this regard, the parties agree to ~~form a~~ **continue the** Career Development & Talent Retention Working Group comprised of four (4) representatives from the University and four (4) representatives from the Union. The parties agree that the Working Group will **continue to** meet on a quarterly basis.

The Working Group will discuss ways to further increase the success rate of internal applicants in job competitions. **In support of this, the University will establish a 'Career Development Fund' in the amount of \$250,000 annually. This Fund will be dedicated to supporting various training and career development needs of employees. The Fund will be administered by the University based on recommendations from the Working Group. The Working Group will be provided with data on utilization of the Fund in advance of the quarterly meetings to enable meaningful discussions.** The Working Group will be provided with the relevant statistics quarterly.

Part of the Working Group's mandate will be to focus specifically on the success rate of redeployment pool candidates in job competitions. In support of this, the University will ~~establish~~ **maintain** a 'Pathways to Employment Fund' in the amount of \$250,000 annually. This Fund will be dedicated to supporting various training and development needs of redeployment pool candidates. The Fund will be administered by the University based on recommendations from the Working Group. The Working Group will be provided with data on utilization of the Fund in advance of the quarterly meetings to enable meaningful discussions.

**For clarity, neither the 'Career Development Fund' nor the 'Pathways to Employment Fund' are intended to be used for any purpose related to increases or improvements in the compensation of any employee or group of employees.**

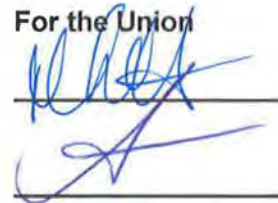
Yours truly,

Kelly Hannah-Moffat  
Vice-President, ~~Human Resources & Equity~~ **People Strategy, Equity & Culture**  
University of Toronto

For the University



For the Union



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**LETTER OF INTENT: COMPLAINTS BASED UPON ALLEGED BREACH OF  
CIVILITY GUIDELINES, AND/OR GUIDELINES ON DISCRIMINATION AND  
DISCRIMINATORY HARASSMENT**

**~~August 11, 2020~~ DATE**

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

Dear Ms. Scott,

The University wishes to maintain a collegial work environment in which all employees behave in a civil manner and treat each other with respect and civility regardless of position or status in the organization. In view of the goals of the Guidelines, both parties are committed to informal resolution wherever practicable that involves consultation with relevant individuals including (where there is a USW/USW complaint) with the Union as set out below.

The parties value open communications regarding the process of addressing workplace complaints. To that end, the University will endeavour to keep the Complainant, the Respondent, and the Union if it is involved in the matter, updated as to the status of the complaint and in particular will endeavour to advise the foregoing of any material delays that may take place during the process of dealing with the complaint.

**USW/USW Investigations - Civility Guidelines Only**

In situations of a formal complaint that in the University's view requires investigation under the Civility Guidelines and where both the Complainant and the Respondent are USW members, and where no members of any other employee group is either a Complainant or a Respondent (a USW/USW investigation), the investigation will be jointly conducted by the Union and the University to the extent set out below:

- Within 20 working days of receiving a formal written complaint identifying conduct alleged to constitute a breach of the Civility Guidelines, the University will develop the mandate for an investigation and provide it to the Union.
- The Union\* and the University will each appoint an investigator as soon as they receive the mandate, and notify each other of the name of the investigator.

- The Union and University investigators will meet as soon as practicable after being given the mandate and will agree on an investigation process. If there is no agreement, the University process shall be followed with due regard for USW input.
- The Union and University investigators will jointly meet with and interview the Complainant, the Respondent, and any witnesses who are USW members.
- Either party may assign one other individual to attend interviews with its investigator, which in the case of the Union may be another Union Representative if representation is requested by the employee.
- The University investigator will meet with and interview non-USW member witnesses, and will provide the Union investigator with a summary of the material evidence provided by the non-USW member witnesses.
- The Union and University investigators will meet when the investigation is complete and attempt to reach a joint conclusion on the allegations.
- If the mandate for the investigation included the production of a written report, the University investigator will write the report within 20 working days, which will be reviewed by the Union investigator. Where the investigators are not in agreement on the content of the report, the Union investigator may provide a separate report.

If, during the course of the investigation, the University and/or Union investigators discover related or unrelated allegations that are not against a USW member, the University investigator will advise the University of the allegations without delay. The University and Union investigators will continue the USW/USW investigation in accordance with the existing mandate. The other allegations will be investigated as appropriate by the University. In some cases the Union and the University may agree that the USW/USW investigation should end and those allegations become part of a broader investigation by the University.

\* The Union will be responsible for training its investigators; a representative of the University will be entitled to meet with investigators chosen by the Union as part of the Union investigators' training.

## **Civility Guidelines, Guidelines on Discrimination and Discriminatory Harassment**

### **Investigators**

The University will create a list of investigators from among Professional/Managerial employees and Academic Administrators at the University and will provide those investigators with an initial training program in conducting investigations including requirements for procedural fairness. The Union will be provided with up to one hour during the initial investigator training program to meet with investigators, including presenting any training material developed by the Union, and will be provided with an opportunity thereafter to meet with and present to any newly appointed investigator. The

University reserves the right to have a management representative present at such meetings.

The University will provide the Union with the list of trained investigators on an annual basis. The University reserves the right to amend the list from time to time and will advise the Union when changes to the list are made and will provide training as appropriate to newly appointed investigators. The University retains the right to determine when an investigator from this list will be appointed to conduct an investigation and which investigator will be appointed.

Further, the University reserves the right to engage an external investigator to conduct any investigation, including USW/USW investigations, notwithstanding the process set out above. In determining whether to engage an external investigator, as well as in selecting the external investigator, the University will give due consideration to input provided by the Union, if any. For clarity, the final decisions in respect of engaging and selecting an external investigator rest with the University. The Union will be informed and provided with an opportunity to meet with the external investigator prior to the commencement of the investigation. The University reserves the right to have a management representative present at this meeting.

### **Pre-Investigation Meeting**

In non-USW/USW investigations, one representative of the Union will be given an opportunity to meet with the investigator at the beginning of an investigation into allegations by and/or against a member of the USW bargaining unit in order for the investigator to advise the Union of the process they intend to follow, and in order for the Union to provide input into the process, including who the Union believes should be interviewed. Unless there is a reasonable explanation for not doing so, the investigator will interview witnesses identified by the Union as likely to be able to provide material evidence. The University reserves the right to have a management representative present at this meeting. The investigator will have final authority to determine the process they will follow in the investigation and will inform the parties accordingly.

### **Investigation Outcome**

At the conclusion of an investigation into a complaint by and/or against a member of the USW bargaining unit, the University shall inform any Complainant and any Respondent who are members of the USW bargaining unit ~~will be advised of the results of an investigation in writing, which shall include~~ the following: what allegations were investigated; what allegations (if any) were not investigated and the reason(s) why; names of witnesses interviewed during the investigation (unless there are specific reasons not to name one or more witnesses in a particular case); a summary of the evidence on each allegation; the investigator's finding on each allegation and the basis of the finding; and steps to prevent reoccurrence and corrective action taken (if any), in compliance with applicable legislation and University policy.

In non-USW/USW investigations, one representative of the Union will be given an opportunity to meet with the investigator at the conclusion of the investigation in order to discuss the outcome of the investigation. The University reserves the right to have a management representative present at this meeting. The parties will endeavour to meet before the outcome is provided to the Complainant and Respondent; however, the University reserves the right to convey the outcome to the Complainant and the Respondent before meeting with the Union. The Union shall be provided with an advance copy of any letters provided to USW members informing them of the outcome of the investigation.

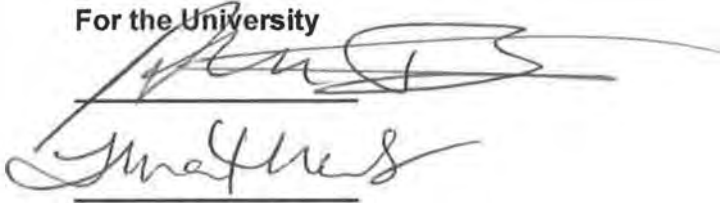
The University in all cases reserves the sole right to determine what measures will be put in place following an investigation, including but not limited to the appropriate penalty for any misconduct that is found during an investigation.

NOTE: This Letter of Intent is not applicable to allegations or complaints of Sexual Harassment under the Collective Agreement or the University's Policy on Sexual Violence and Sexual Harassment.

Yours truly,

Kelly Hannah-Moffat  
Vice-President, ~~Human Resources & Equity~~ People Strategy, Equity & Culture  
University of Toronto

For the University

Handwritten signature of Kelly Hannah-Moffat in black ink, written over a horizontal line.

For the Union

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## LETTER OF INTENT: MULTI-SITE JOINT HEALTH AND SAFETY COMMITTEE STRUCTURE

**August 11, 2020**

**Mary Lou Scott Colleen Burke**

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

Dear Ms. **Scott Burke**,

During the current collective bargaining negotiations, the parties continued their discussions regarding the necessity for, and benefits of, a multi-site Joint Health and Safety Committee (JHSC) structure at the University, given the multitude and geographic dispersion of buildings/workplaces at the University.

The parties recognize that such a structure would help ensure compliance with legislative requirements in respect of workplace inspections, JHSC meetings and other related activities in a more efficient and effective manner, while at the same time helping to foster a healthy and safe work environment across the University.

In the six (6) months immediately following the date of ratification of this Collective Agreement, the parties will ~~continue~~ **conclude** discussions ~~intended to that will~~ result in a multi-site JHSC structure and implementation plan that the parties agree will be presented to the Ministry of Labour for approval. It is understood and agreed that in view of the fact that the University's health and safety obligations apply to all University employees including those represented by other bargaining agents, such discussions may include representatives from other unions/bargaining units at the University, whose agreement will also be sought before the multi-site JHSC structure and implementation plan is presented to the Ministry of Labour for approval.

In the event that the parties' discussions have not resulted in the Union's approval of a multi-site JHSC structure and implementation plan, the parties agree to mediation by William Kaplan or Mary Ellen Cummings, subject to availability.

Yours truly,

Kelly Hannah-Moffat  
Vice-President, ~~Human Resources & Equity~~ **People Strategy, Equity & Culture**  
University of Toronto

University of Toronto  
August 23, 2023


WITHOUT PREJUDICE

36

**For the University**



**For the Union**



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**LETTER OF INTENT: WORKERS' HEALTH AND SAFETY CENTRE  
WEBPAGE**

**August 11, 2020**

**Mary-Lou Scott Colleen Burke**

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

Dear Ms. **Scott Burke**,

The parties agree that the Central Health and Safety Committee, as provided for under Article 20:02, will meet for the purpose of making recommendations to the Vice-President, **Human Resources and Equity People Strategy, Equity & Culture**, in respect of establishing a **webpage focusing on** workers' health and safety centre intended to provide workers with access to relevant health and safety legislation and information within six (6) months of ratification of this renewal Collective Agreement.

Yours truly,

Kelly Hannah-Moffat  
Vice-President, **Human Resources & Equity People Strategy, Equity & Culture**  
University of Toronto

For the University



For the Union



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**LETTER OF INTENT: A REAL VOICE ON PENSIONS**

**August 11, 2020**

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

**Dear Ms. Scott,**

~~— In view of the purpose and intent of the Pension Committee, the University remains committed to ensuring that all employee groups, including those represented by the USW, have a real voice in the work of the Committee.~~

**Yours truly,**

**Kelly Hannah-Moffat  
Vice President, Human Resources & Equity  
University of Toronto**

**For the University**

Handwritten signature of Kelly Hannah-Moffat in black ink, written over a horizontal line.

**For the Union**

Handwritten signature in blue ink, written over a horizontal line.

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## LETTER OF INTENT: INTERNSHIP POSITIONS

**August 11, 2020 DATE**

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

Dear Ms. Scott,

*thirty (30)*

The University has an interest in providing opportunities to recent graduates to develop practical skills that build on their studies and improve their employability. To that end, a maximum of ~~twenty (20)~~ thirty (30) ~~fifty (50)~~ internship positions per year will be created throughout the University on the following basis:

Internship employees are recent graduates (i.e. those who have graduated within the last two (2) years), including graduates who are scheduled for convocation, from any post-secondary institution who are hired for a term of at least six (6) months but no more than twelve (12) months for the purpose of practical training and experience. These employees are not covered by Article 12:04 - Posting, and internship positions are exempt from the posting provisions. Notwithstanding the foregoing, internship candidates who are members of Indigenous, Black, racialized and LGBTQ2S+ communities, persons with disabilities, and other equity seeking groups are encouraged to apply, and their lived experience shall be taken into consideration as applicable to the internship position.

The provisions of Articles 12:05 to 12:11 inclusive do not apply to internship employees. Internship positions are not eligible for conversion to continuing status. An individual shall be eligible for only one (1) internship position.

Employees in internship positions will be paid no less than the Hiring Rate on the salary grid for Pay Band one (1) or, where the employee is assigned by the University to perform a significant portion of duties that are substantially similar to a staff appointed position, the Hiring Rate on the salary grid for that position.

In excluding internship positions from eligibility for transition to continuing status under Article 2 of this Collective Agreement, the University does not intend to and will not offset positions that would normally be categorized as continuing, sessional, or term positions in the bargaining unit.

The University agrees to provide to the Union, in writing, the details in respect of each newly created internship position, including but not limited to the name, home address and telephone number of each intern hired.

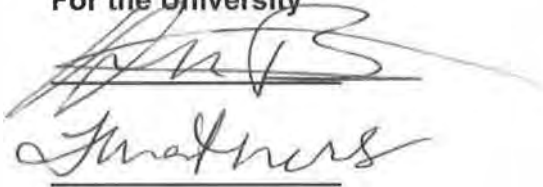
University of Toronto  
February 18, 2022

WITHOUT PREJUDICE

Yours truly,

Kelly Hannah-Moffat  
Vice-President, ~~Human Resources & Equity~~ People Strategy, Equity & Culture  
University of Toronto

For the University

A handwritten signature in black ink, appearing to read 'K. Hannah-Moffat', written over a horizontal line.

For the Union

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## LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE

**August 11, 2020** ~~Date~~

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

Dear Ms. Scott,

~~The University and the Union agree that all employees have the right to be free from domestic violence.~~ The University recognizes the importance of providing timely and flexible assistance and support to employees experiencing domestic violence. Such assistance and support must be specific to individual needs. ~~Accommodation and sSupports~~ that may be considered include but are not limited to leaves of absence under various provisions of this Collective Agreement, short-term emergency housing, assistance in finding longer-term housing, and access to campus and community support including Human Resources, Health & Well-Being Programs & Services, the Community Safety Office, the Employee Family Assistance Program (EFAP), and the Sexual Violence Prevention and Support Centre.

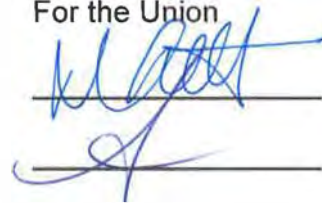
Yours truly,

Kelly Hannah-Moffat  
Vice-President, ~~Human Resources & Equity People Strategy, Equity & Culture~~  
University of Toronto

For the University



For the Union



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**LETTER OF INTENT: GENDER IDENTITY & GENDER EXPRESSION**

**DATE**

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

**Dear Ms. Scott,**

**The University and the Union recognize that an individual has the right to determine their own gender identity and gender expression. This includes the right to determine their own pronoun(s).**

**As a gender and trans-affirming organization, the University will endeavour is committed to:**

- **Supporting the employee's gender identity and gender expression.**
- **Supporting the everyday use of the employee's chosen name, regardless of their legal documents.**
- **Identifying barriers to ~~Update and/or maintain~~ updating and/or maintaining communication records that align with the employee's gender identity and chosen name and work to streamline the process.**
- **Using the pronoun(s) and honorific specified by the employee.**
- **Conducting sensitivity training and education around pronoun usage, honorifics and inclusion.**
- **Recognizing and commemorating Transgender Day of Remembrance and International Day Against Homophobia, Transphobia and Biphobia.**

**The University understands that employees may face challenges in the workplace while transitioning and will provide support to employees and their colleagues as requested.**

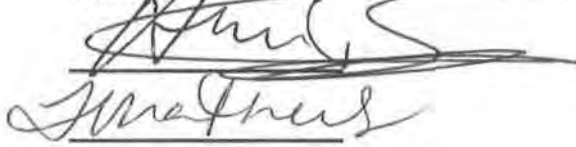
**Yours truly,**

**Kelly Hannah-Moffat**  
**Vice-President, People Strategy, Equity & Culture**  
**University of Toronto**

University of Toronto  
February 18, 2022

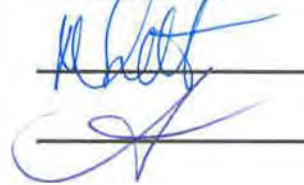
WITHOUT PREJUDICE

For the University



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For the Union



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

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**LETTER OF INTENT: RESIDENCE LIFE – WORKING GROUP**

**DATE**

**Mary-Lou Scott Colleen Burke**

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

Dear Ms. **Scott Burke**,

Within ~~sixty (60)~~ **ninety (90)** days of ratification of the ~~2021-2023~~ **2023-2026** Collective Agreement, the University and the Union agree to ~~form~~ **continue** a Working Group comprised of four (4) representatives from the University and four (4) representatives from the Union to discuss operational issues in respect of Residence Life staff who are required to live on campus.

The mandate of this Working Group will be to discuss **and negotiate a Memorandum of Agreement covering and make recommendations to the Vice-President, People Strategy, Equity & Culture regarding** operational issues associated with such concepts as the distribution of call-in/standby/on-call requirements, flexibility in hours of work and overtime, and other issues not related to the compensation of this unique group of employees.

**In the event that the Working Group does not reach agreement before June 30, 2024, or as may be extended by mutual agreement, the parties agree to mediation with Eli Gedalof, or another mediator to which both the University and the Union mutually agree.**

The Union agrees not to pursue any individual, group, or policy grievance(s) (i.e., neither existing nor new grievances) ~~during the term of the 2021-2023 Collective Agreement until June 30, 2024 or until a Memorandum of Agreement is negotiated, whichever comes first, or as may be extended by mutual agreement,~~ in respect of Article 17: Standby and Call-In Pay as it applies to Residence Life staff who are required to live on campus.

Yours truly,

Kelly Hannah-Moffat  
Vice-President, People Strategy, Equity & Culture  
University of Toronto

For the University



For the Union



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**~~LETTER OF UNDERSTANDING: SCHEDULING~~**

**~~August 11, 2020~~**

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

**~~Dear Ms. Scott,~~**

**~~For the life of this renewal Collective Agreement all staff appointed ESL Instructors shall continue to be granted two (2), one (1) week shutdown periods with no loss of pay where no contact hours are assigned.~~**

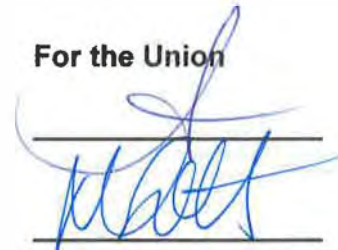
**~~Yours truly,~~**

**~~Kelly Hannah-Moffat  
Vice-President, Human Resources & Equity  
University of Toronto~~**

**For the University**

Handwritten signature of Kelly Hannah-Moffat in black ink, written over a horizontal line.

**For the Union**

Handwritten signature of Mary Lou Scott in blue ink, written over a horizontal line.

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## LETTER OF INTENT: VACATION PAYOUT AT CESSATION OF EMPLOYMENT

DATE

**Mary Lou Scott Colleen Burke**

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

Dear Ms. **Scott Burke**,

During the term of the ~~2021-2023~~ **2023-2026** Collective Agreement, the reduction of the payment for unused vacation credits at cessation of employment, as set out in Article 22:09, shall continue to apply to employees who voluntarily cease employment with the University (e.g., resignations and retirements), as well as those employees who are terminated for just cause. For clarity, those who cease employment due to involuntary layoff shall not have their unused vacation credits reduced.

Yours truly,

Kelly Hannah-Moffat  
Vice-President, People Strategy, Equity & Culture  
University of Toronto

For the University

For the Union

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## LETTER OF INTENT: DISCONNECTING FROM WORK

DATE

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

Dear Ms. Scott Burke,

Within ninety (90) days of the ratification of the renewal Collective Agreement, the University and the Union agree to meet at a Labour Management Committee meeting to discuss how the University's ~~guideline and/or policy in respect of~~ Policy on Disconnecting From Work is being implemented and communicated to pursuant to the Working for Workers Act, 2021, S.O. 2021, c.35 affects employees in the bargaining unit.

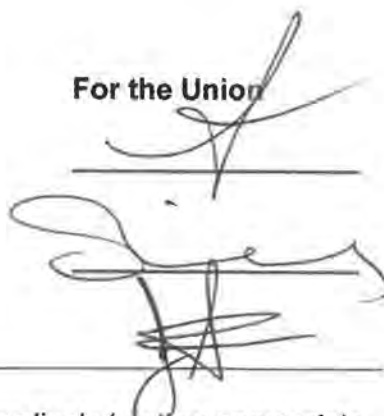
Yours truly,

Kelly Hannah-Moffat  
Vice-President, People Strategy, Equity & Culture  
University of Toronto

For the University



For the Union



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**LETTER OF INTENT: EMPLOYEE ACCOMMODATION**

**DATE**

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

**Dear Ms. Scott,**

**The University's values as expressed in its Statement of Commitment Regarding Persons with Disability include the following:**

**"It is the University's goal to create a community that is inclusive of all persons and treats all members of the community in an equitable manner. In creating such a community, the University aims to foster a climate of understanding and mutual respect for the dignity and worth of all persons."**

**In the Statement, the University makes the following commitments:**

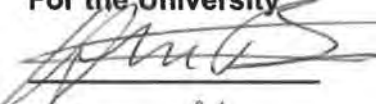
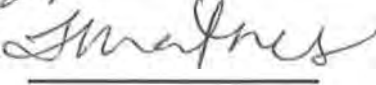
**"The University will work to eliminate or minimize the adverse effects of barriers, including physical, environmental, attitudinal, communication and technological barriers, that may prevent the full participation of individuals with disabilities in the University community. The University will meet the accessibility needs of members of the University community with disabilities in a timely manner. The University will provide the members of its community with opportunities for education and access to information regarding disability and the University's policies on disability."**

**Within sixty (60) days of ratifying the collective agreement, the University will meet with the Union to explore ways to better accomplish the above goals and ways of improving the experience of employees who require accommodation. For example, the University will examine and consider ways of minimizing undue delays in the accommodation process, and improving career support services available to employees on the accommodation list.**

**Yours truly,**

**Kelly Hannah-Moffat**  
**Vice-President, People Strategy, Equity & Culture**  
**University of Toronto**

For the University

For the Union


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**LETTER OF INTENT: WORKPLACE INVESTIGATIONS – SHARED VALUES,  
PREVENTATIVE EFFORTS AND WORKPLACE RESTORATION – CIVILITY  
GUIDELINE AND DISCRIMINATION GUIDELINE**

The University and the Union share a commitment to fostering an inclusive workplace environment where all members of our community feel they belong, are respected, and can thrive. Workplace harassment and discrimination in any form are unacceptable and unwelcome at the University.

The University understands the importance of identifying and addressing issues in a timely and transparent manner, increasing access and reducing barriers to raising concerns and complaints, and ensuring that there are no reprisals for raising a concern or a complaint. The University and the Union agree that early and/or informal resolution of concerns and complaints of workplace incivility, harassment and/or discrimination can be beneficial to the parties and may be explored by the University where appropriate in its sole discretion. The University acknowledges that respecting the wishes of complainants is a relevant factor in determining whether early and/or informal resolution is appropriate in the circumstances.

The Union and/or employees may raise general concerns regarding a department to help facilitate early identification of issues in respect of workplace incivility, harassment and/or discrimination, and explore options for early intervention where practicable and appropriate. Such options may include recommendations for education and training, mediation, facilitated discussions and/or restorative practices, exit interviews, and departmental reviews.



An employee who has been involved in an early and/or informal resolution process that was unsuccessful may file or pursue a formal complaint pursuant to applicable policies and guidelines. The University understands the importance of mental health supports for parties involved in a complaint process and makes them available as applicable.

Employees may request interim arrangements while a complaint is being addressed, which the University will consider in accordance with relevant policies and the Collective Agreement.

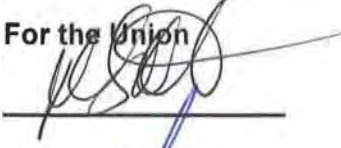

The University explores workplace restoration after an investigation has taken place, where appropriate, in order to assist the parties to an investigation and their department(s) in fostering a return to a healthy, respectful, and productive workplace.

The University and Union agree that access to Union representation can be important to employees engaged in these processes.

For the University

For the Union

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**LETTER OF INTENT: CRISIS IDENTIFICATION AND REFERRAL TRAINING**

**DATE**

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

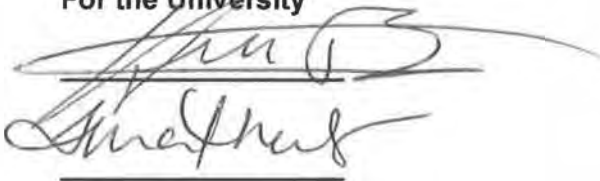
**Dear Ms. Scott,**

**During the term of the renewal Collective Agreement, the University and the Union agree to meet to explore on-line training options available to front-line staff in respect of crisis identification and referral training. For clarity, for the purpose of this training, front-line staff shall be defined as employees who regularly interface with students and/or the general public.**

**Yours truly,**

**Kelly Hannah-Moffat**  
**Vice-President, People Strategy, Equity & Culture**  
**University of Toronto**

**For the University**



**For the Union**



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## LETTER OF INTENT: RETIREMENT INFORMATION

### DATE

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

Dear Ms. Burke,

Within ninety (90) days of ratification of the renewal Collective Agreement, the University and the Union will form a joint working group comprised of three (3) representatives of the University and three (3) representatives of the Union to review existing retirement planning resources, and discuss means of communicating and promoting these resources to employees in the bargaining unit. Such resources may include on-line and/or asynchronous information modules that may include, but not be limited to, subjects such as:

- the process to retire
- income sources such as Canada Pension Plan and Old Age Security
- overview of pension options and where to access pension information

Yours truly,

Kelly Hannah-Moffat  
Vice-President, People Strategy, Equity & Culture  
University of Toronto

For the University



For the Union



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**LETTER OF INTENT: REQUESTS FOR GRADUATED RETURN TO WORK  
FROM PREGNANCY, PARENTAL, PRIMARY CAREGIVER AND/OR  
ADOPTION LEAVE**

**DATE**

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

**Dear Ms. Burke,**

**Employees who have been off work due to pregnancy, parental, primary caregiver and/or adoption leave for eight (8) months or longer may request a graduated return to work at least six (6) weeks in advance of their planned return to work date. Such requests will be considered based on operational requirements, including but not limited to the availability and feasibility of a suitable replacement employee(s). It is understood that an employee making such a request shall utilize accrued vacation if available to facilitate such graduated return.**

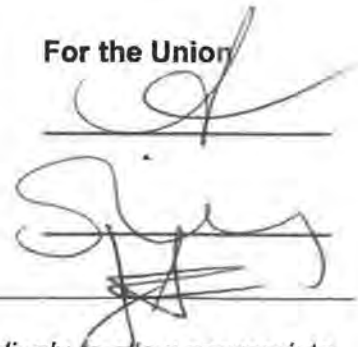
**Yours truly,**

**Kelly Hannah-Moffat**  
**Vice-President, People Strategy, Equity & Culture**  
**University of Toronto**

**For the University**



**For the Union**



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**LETTER OF INTENT: WORKLOAD DISCUSSIONS**

**DATE**

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

**Dear Ms. Burke,**

**During the 2023 round of collective bargaining, the parties discussed the process for an employee to raise a concern with their manager in respect of their workload.**

**Where an employee is concerned that they may not be able to complete their assigned tasks and/or meet their manager's expectations about their work obligations, the employee may raise such concerns with their manager in the normal course of their day-to-day employment. Managers are expected to discuss such concerns with the employee without undue delay.**

**It is understood that workload related issues may be complex to assess and resolve. However, managers may consider potential remedial measures where feasible, including but not limited to prioritization of assigned duties or tasks, adjustment of timelines, additional training, or technological and/or process improvements.**

**The discussions about workload pursuant to this Letter, or any outcomes of those discussions including any remedial measures or lack thereof, shall not be subject to the grievance procedure.**


**Yours truly,**

**Kelly Hannah-Moffat**  
**Vice-President, People Strategy, Equity & Culture**  
**University of Toronto**

**For the University**



**For the Union**



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Appendix P for inclusion  
in the CBA

**MEMORANDUM OF AGREEMENT ["MOA"]**

**BETWEEN:**

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

**- and -**

**THE UNITED STEELWORKERS, LOCAL 1998 (STAFF-APPOINTED)**  
(hereinafter referred to as the "Union")

**MEMORANDUM OF AGREEMENT REGARDING CONSENT TO  
THE CONVERSION TO THE UNIVERSITY PENSION PLAN (the "UPP")**

WHEREAS the University and the Union are parties to a collective agreement dated September 3, 2017 which shall expire on June 30, 2020 (the "Collective Agreement");

AND WHEREAS the parties have been discussing the conversion of the University of Toronto Pension Plan (the "Plan") to a new sector jointly sponsored pension plan, the UPP;

AND WHEREAS the parties wish to enter into this MOA to provide for the Union's consent pursuant to and in accordance with relevant provisions of the Pension Benefits Act for transition to the UPP and related amendments to the Collective Agreement;

NOW THEREFORE the parties agree as follows:

**1. Consent to Conversion under the Pension Benefits Act**

The terms and conditions of this MOA are conditional on the Union providing consent on behalf of all employees in the bargaining unit covered by the Collective Agreement to the conversion of the Plan to the UPP under section 80.4 of the Pension Benefits Act, including transfer of the Plan's assets and liabilities to the UPP, and will support the position of the University in its application, when made, for the approval of such conversion and transfer. For clarity, if the Union does not provide consent on behalf of all employees in the bargaining unit covered by the Collective Agreement to the conversion of the Plan to the UPP under section 80.4 of the Pension Benefit Act before March 1, 2019, then the terms and conditions of this MOA will be null and void and will not be implemented.

**2. Participation in the UPP.**

- (a) Effective January 1, 2020, or, if later, the effective date of the UPP, employees who are active members of the Plan shall become members of the UPP ("**Contingent UPP Members**"), provided that they shall not

accrue any service under the UPP until the later of the date that the Superintendent of Financial Services (or his or her successor) approves a transfer of the assets from the Plan to the UPP and July 1, 2021 (or such other date as the transfer may be approved or the parties may agree) (the **"UT Conversion Date"**).

- (b) Employees who become members of the Plan on or after January 1, 2020 but before the UT Conversion Date, will be enrolled in the UPP according to the UPP eligibility provisions as Contingent UPP Members.
- (c) Effective on the UT Conversion Date, the Contingent UPP Members shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the Plan and the Plan shall, as of the UT Conversion Date cease to exist as a separate pension plan. A Contingent UPP Member who commences accruing pensionable service under and making contributions to the UPP will be referred to in this MOS as a **"UT UPP Contributing Member"**.
- (d) Employees who are not members of the Plan as of the Conversion Date will join the UPP in accordance with its terms.
- (e) The terms of the UPP will be consistent with those terms set out in the Milestones Agreement as amended from time to time and such other terms as are provided under the definitive documentation establishing the UPP.

### **3. Member Contributions and other Changes under the Plan effective July 1, 2019**

- (a) The Plan will be amended to provide for the following changes (including such other consequential amendments as are necessary or desirable to give effect to the implementation of the changes below), effective as of July 1, 2019;
  - i. Subject to receiving a waiver from CRA in respect of contributions in excess of 9% employee contributions under the Plan shall be:
    - (1) 9.2% of Pensionable Salary up to the CPP Maximum Salary; and
    - (2) 11.5% of Pensionable Salary over the CPP Maximum Salary
  - ii. The pensionable salary cap for 2019 under the Plan applicable for purposes of member contributions is \$165,000 increased by the % increase in the Income Tax Act ("ITA") Maximum pension limit for 2019. For pension benefit calculation purposes, the highest average salary will be capped at the level at

which the ITA maximum pension is reached in the year of retirement or earlier termination;

- iii. First year indexing [Sections 7.01(a) and 7.02 of the Plan] is removed from the Plan, and for greater certainty, those retiring under the Plan effective June 30, 2019 shall not have their pensions adjusted for first year indexing on July 1, 2019, except to the extent, if any, required by law; and
- iv. Termination benefits equal to two times contributions [Sections 2.15(b), 9.02, 9.03 of the Plan] shall be removed from the Plan and for greater certainty, those terminating employment on or after July 1, 2019 will not have the option to elect this termination benefit, except to the extent, if any, required by law.

#### **4. Salary Increase**

Effective on July 1, 2019 and upon the implementation of the contribution increase referred to above a 1.5% Special One-Time-Only adjustment to June 30, 2019 base salary (not compounded with July 1, 2019 Across-The-Board increase), up to the contribution pensionable salary cap of \$165,000, for employees in the bargaining unit on July 1, 2019.

#### **5. Member/employer contributions under the UPP**

On the date that pension accrual starts under the UPP for the members of the Plan, the contributions shall be 50/50 and subject to change thereafter as determined by the Sponsors of the UPP, including under any Funding Policy developed by the Sponsors. 50/50 contributions on the date that pension accrual starts under the UPP are currently expected to be:

- i. 9.2% of Pensionable Salary up to the YMPE;
- ii. 11.5% of Pensionable Salary over the YMPE

#### **6. Amendments to the Collective Agreement**

On or before the UT Conversion Date, and effective as of the UT Conversion Date, the Collective Agreement or any renewal collective agreement between the University and the Union in effect on the "UT Conversion Date" will be deemed for all purposes to be amended in a manner and to the extent necessary to reflect all of the terms and conditions of this MOA, including, without limiting the generality of the foregoing:

- (a) Deletion of references to the Plan in Article 26.01 and any Schedules;
- (b) The incorporation of "no grievance and arbitration provisions" respecting pension matters – i.e. any and all issues related to the UPP shall not constitute a "difference" between the parties for the purposes of the Ontario Labour Relations Act or the collective agreement in effect on the UT Conversion Date and must be addressed under the provisions of the

UPP and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the University and the Union that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and

- (c) Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.

## 7. Enforcement of the MOA

This MOA shall be appended to and form part of the Collective Agreement and any renewal collective agreement in effect before the UT Conversion Date and notwithstanding the grievance and arbitration provisions of any collective agreement. William Kaplan shall be seized as mediator arbitrator of any issues related to the interpretation, application, administration or alleged violation of this MOA. If William Kaplan is unable or unwilling to serve as mediator arbitrator than Eli Gedalof shall be seized as mediator arbitrator.

## 8. Ratification

The representatives of the parties respective negotiating committees hereby agree to unanimously recommend to their principals the ratification of this MOA.

FOR THE UNIVERSITY

A large, stylized handwritten signature in black ink, likely belonging to a University representative, written over a horizontal line.A handwritten signature in black ink, likely belonging to a second University representative, written over a horizontal line.

FOR THE UNION

A handwritten signature in black ink, likely belonging to a Union representative, written over a horizontal line.A handwritten signature in blue ink, likely belonging to a second Union representative, written over a horizontal line.

DATED AT TORONTO THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2018

**All of the provisions of the Collective Agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program except for the following articles:**

**Article 2:04**

Article 12:14 Layoff

Article 17: Standby and Call-In Pay

Article 22:08 (Vacation – Sessional Employees)

Article 31: Uniforms

Letter of Agreement

Letter of Understanding: Meeting Space at UTM and UTSC

Letter of Intent: OISE and Former Group "C" Vacation Entitlement

Letter of Intent: Sessional Layoffs, Faculty of Dentistry

Letter of Intent: Employment of Students in Casual Positions

Letter of Intent: Trades and Utilities Health & Safety Committee

Letter of Intent: Uniforms, Faculty of Dentistry

Letter of Intent: Use of Temporary Office Staffing Agencies

Letter of Intent: Career Development & Talent Retention

**Letter of Intent: Residence Life – Working Group**

Appendix B: Employees From Former Group "C" With Fewer Than Ten Years' Service

**For the University**



**For the Union**



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## Appendix X

### 2:02 Conversion (replacing Articles 2:02 and 2:03)

- (a) Notwithstanding the provisions of 2:01(4), ~~the following type of~~ non-staff appointed employees covered by the USW Local 1998 Casual Collective Agreement Appendix for ESL Instructors within the English Language Program, School of Continuing Studies (Appendix X in the Casual Collective Agreement) will, if they satisfy the criteria set out in Article 2(1) of Appendix X in the Casual Collective Agreement below, be deemed (i.e., "converted") to be non-probationary staff appointed employees covered by the applicable terms and conditions of this Appendix. The parties agree that only employees ~~meeting the criteria set out in (1) below~~ will convert; positions will not convert. The parties agree that ESL Instructors within the English Language Program, School of Continuing Studies, are a closed group to which no other non-staff appointed employees could be added, other than by the express written agreement of the parties to amend this Article, and the parties do not intend that an arbitrator has the jurisdiction to expand the type of employees beyond ~~that specifically set out below those specified in Article 2(1) of Appendix X in the Casual Collective Agreement.~~

- ~~(1) Persons who have worked as an ESL Instructor carrying a full course work load in the full-time program within the English Language Program, School of Continuing Studies under the Appendix X provisions of the USW Local 1998 Casual Collective Agreement, and who have completed one hundred thirty-two (132) weeks of work within a five (5) year period will, at that time, become covered by the terms and conditions of this Appendix. Work to be included in the counting of one hundred thirty-two (132) weeks will not include work performed at less than a full course load.~~

### The Union will be copied on letters of conversion.

- (b) Seniority for a non-staff appointed employee converted to staff-appointed status as per Article 2(1) of Appendix X in the Casual Collective Agreement under paragraph (1) above will be calculated based on the date the employee commenced casual employment qualifying under ~~paragraph (1) above (i.e. one hundred thirty-two (132) weeks prior to conversion)~~ Article 2(1) of Appendix X in the Casual Collective Agreement.

### 2:03 Subject to ~~paragraphs (1) and (2)~~ Article 2:02 above there is one (1) type of staff appointed employee covered by this Appendix:

- (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) For casuals who have been employed for at least thirteen (13) weeks and who take pregnancy, primary caregiver, adoption and/or parental leaves, the leave time will not count towards their five (5) year period. At the end of their leave, the five (5) year clock will resume.~~

For the University

For the Union

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## Appendix X: School of Continuing Studies – English Language Program

### ARTICLE 35: OFFICE FACILITIES


35:01 The School of Continuing Studies shall ensure that insofar as possible, consistent with the physical facilities available to the School, employees shall continue to have access to computers (including Internet access), ~~and a telephone~~, where such access is required for the performance of assigned duties. The Employer shall ensure that employees have appropriate storage space for the storage of course materials.

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

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

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

For the University



For the Union



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

*The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.*

## Appendix X: School of Continuing Studies – English Language Program

22:04 Employees take vacation with pay in ~~three (3) or six (6)~~ full week blocks based on operational effectiveness using vacation credits earned. Employees cannot take vacation which exceeds the employees' vacation credits earned to the date of the commencement of the vacation.

~~Employees teaching in English PLUS may request vacation in a four (4) week block and may carry forward any outstanding vacation not taken to be used in the same or following vacation year, up to a maximum of ten (10) days, in accordance with the provisions of Article 22:05. Such requests will be given due consideration in accordance with Article 22:03 of the Collective Agreement.~~

For the University

For the Union

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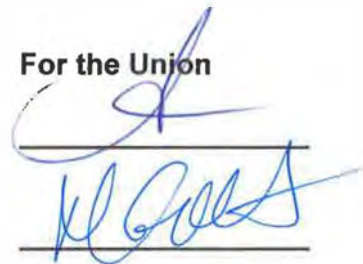
### Housekeeping Items

- Replace all instances of “Human Resources & Equity” with “People Strategy, Equity & Culture”
- Replace all instances of “Executive Director, Labour Relations” with “Senior Executive Director, Labour Relations”
- Maintain original dates on all LOIs/LOUs
- Append the MOA – Consent to Conversion to UPP to the Memorandum of Settlement and the renewal Collective Agreement
- In Appendix X, replace all instances of “non-contact hours” with “non-instructional hours”
- In Appendix X, replace all instances of “contact hours” with “instructional hours”

For the University

A handwritten signature in black ink, appearing to be 'A. B.', written over a horizontal line. Below the line is another signature, possibly 'A. B.', also in black ink.

For the Union

A handwritten signature in blue ink, appearing to be 'H. Gold', written over a horizontal line. Below the line is another signature, also in blue ink.

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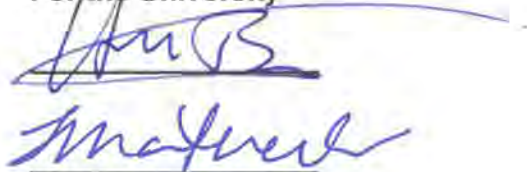
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### Housekeeping Items

- In Article 12:10, replace "Educational Assistance Provisions 1. 1), 2), 3), 4), 5) only" with "Educational Assistance Provisions 1. a), b), c), d), e) only"
- In Appendix X, replace all instances of "grandparented" with "legacied"

For the University

Two handwritten signatures in blue ink, one above the other, on a horizontal line.

For the Union

Three handwritten signatures in blue ink, one above the other, on horizontal lines.

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

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