

## U of T Casual Unit

# Contract 2023-2026



## TENTATIVE AGREEMENT HIGHLIGHTS



**John Ankenman**  
USW Local 1998 President

### **PRESIDENT'S MESSAGE**

Dear Colleagues,

**Your negotiating team is unanimously recommending ratification of the tentative agreement that was recently negotiated with the University of Toronto**

**administration.** The tentative agreement provides for a three-year contract with a start date of July 1, 2023 and an end date of June 30, 2026. If ratified, the tentative agreement will provide for a total across the board wage increase of 12.8% over the three years, with an increase of 9% in the first year (retroactive to July 1, 2023), 2% in the second year and 1.8% in the third year. The tentative agreement also includes historically high increases to the minimum wage that will see a \$20 minimum wage in the third year of the contract.

The tentative agreement provides a total of \$150,000 in new funds for the healthcare benefit, the addition of the August Civic Holiday to the list of paid holidays, one more shift added to the

paid sick shift provision and the ability to use the three sick shifts at any time of the year. There are other new provisions and improvements to existing contract provisions that address many of the priorities identified by members through their written survey submissions and their input at union town hall meetings.

The success achieved in this round of bargaining was, in large part, the result of the hard work put in by Scott Eldridge, Karen Hampson, Gary Horenkamp, Sandra Sabbagh and Colleen Burke as members of the negotiating team, and by Margaret Bucknam, Meredith Rappaport and Richard Waters in the Local's office. The union solidarity demonstrated by the Unit's members created strength that was crucial for our success. That solidarity was notable in the 90% vote in favour of a strike mandate and in the record participation in union solidarity events. All of this gives us a stronger foundation to build on for the next round of collective bargaining in 2026.

In Solidarity,

In Solidarity,  
John Ankenman  
USW Local 1998 President



**Scott Eldridge**  
U of T Casual Unit President

## UNIT PRESIDENT'S MESSAGE

The Casual Unit Bargaining Committee was elected in June 2023. Right away the committee went to work organizing virtual town halls, member surveys, and bargaining

preparation meetings. This was done so the Bargaining Committee could obtain a clear understanding of what the rank-and-file members in the Casual Unit were looking for in a new collective agreement. The Committee had their ears to the ground.

Starting in September, a weekly bargaining update was added to the Casual Unit newsletter. These updates informed the Casual Unit members on how their Bargaining Committee was progressing with bargaining. Another highlight of the bargaining updates was the listing of dates and times for pop up events that had occurred or were being planned. The Casual Unit pop up events were held on three of the University of Toronto campuses.

During this round of bargaining, there has been an incredible rise in the Casual Unit in terms of engagement and outreach. I am very proud to say that one of the reasons for this increase has been the weekly Casual Unit bargaining updates.

When the time came for the strike mandate vote to support the Committee's position in bargaining, an incredible and unprecedented 90% of the vote was in favor of a strike mandate. This vote created huge momentum for the committee as they moved forward into the final round of bargaining. The outcome of the strike mandate vote really did make a difference in bargaining with University of Toronto.

I would like to thank and acknowledge the following groups who contributed a herculean effort to make this paradigm shift in bargaining for the Casual Unit:

- 1) The USW LOCAL 1998 office staff not only assisted in planning, organizing, and preparing the very successful pop up events, but also the Casual Unit bargaining updates. The staff's support went even further with their valuable comments and suggestions on how to increase engagement in the unit.
- 2) The Communication Action Team (CAT) members who went the extra mile to connect with the members at the various engagement events. Their work was a critical step in the communication link between members and the Bargaining Committee. This partnership worked incredibly well!
- 3) Finally, I want to thank the Casual Unit Bargaining Committee members, Karen Hampson, Sandra Sabbagh and Gary Horenkamp. These individuals worked incredibly hard over a very long period during bargaining. They also made sacrifices in both their personal and work lives for the greater good of the unit. Throughout all their commitment in representing the Casual Unit in bargaining, they acted professionally, politely and respectfully. I know that the members would be proud of them for this.

This has been a watershed moment for the Casual Unit in bargaining. It sets the standard for all future bargaining in the years ahead.

In Solidarity,

A handwritten signature of Scott Eldridge in black ink, enclosed within an oval shape.

**Scott Eldridge**  
U of T Casual Unit President

Note: The bracketed page numbers found throughout the highlights package refer to the page of the tentative agreement memorandum of agreement on which specific changes to the collective agreement can be found.

## **TERM OF AGREEMENT**

Three years: July 1, 2023 – June 30, 2026 (p. 37)

## **WAGE INCREASES - MORE MONEY IN YOUR POCKET (p. 2 -3)**

Your bargaining Committee's priority was to ensure that all members of the Casual Unit got a pay increase.

1. For members who are paid the hourly minimum wage rate

The minimum wage rate is increased from \$16.55 as follows:

- to \$18 effective July 1, 2023
- to \$19 effective July 1, 2024
- to \$20 effective July 1, 2025.

The first-year increase to \$18 is retroactive to July 1, 2023 for a member who is actively employed with the University on the date of ratification. Members who, after June 30, 2023, received a wage increase (for reasons other than a material change in duties) to an amount that is less than \$18 will receive retroactive pay based on a wage top up to \$18.

2. For members whose job is not linked to a Staff Appointed position and is not paid the hiring wage of a pay band on the Staff Appointed wage grid):

- 9% wage increase effective July 1, 2023
- 2% wage increase effective to July 1, 2024
- 1.8% wage increase effective July 1, 2025.

The first-year 9% wage increase is retroactive to July 1, 2023 for a member who is actively employed with the University on the date of ratification. Members who, after June 30, 2023, received a wage increase (for reasons other than a material change in duties) to an amount that represents less than a 9% increase will receive retroactive pay based on a wage top up equal to a 9% increase.

The wage increases noted for July 1, 2024 and July 1, 2025 will be implemented so that a member who receives a wage increase after June 30 of the previous year for reasons other than a material change in duties will receive a top up wage increase such that the total of the wage increase is equal to the applicable wage increase for that period of time.

3. Members who are doing a significant portion of the duties of a Staff Appointed position and are receiving the hiring (minimum) rate of the appropriate pay band on the Staff Appointed salary grid should have already been receiving:

- 9% wage increase effective at the time of Staff-Appointed wage increases when that contract was ratified Sept 15, 2023

And will receive further increases:

- 2% wage increase effective to July 1, 2024
- 1.8% wage increase effective July 1, 2025.

## **AN ADDITIONAL PAID HOLIDAY**

Casual members will now be paid for the Civic Holiday in August. (p. 35)

## **BENEFITS**

- An Improvement to the Casual Benefit Fund (p. 4)

In the past few years, the Local has been able to create a dental benefit for Casual members with funds bargained with the University.

In this round of negotiations, we have negotiated a total of \$150,000 in more money for the fund. We will be working with the administrators of the USW Benefit Plan over the next several months to revamp this benefit so it is more accessible and effective for our members.

- Continuation of Access to the Employee Family Assistance Plan (p.31)

We bargained this improvement in the last round of negotiations, but it was not included in the text of the collective agreement. Now it is explicitly referred to in article 10 of our contract. More information on the counseling, coaching and support is available here:

<https://people.utoronto.ca/employees/efap/>

## **SICK SHIFTS**

There will be an increase from 2 to 3 paid sick shifts. Also, paid sick shifts will be available throughout the year. The current restriction of having 1 paid sick shift available in the first six months of the year and one available in the second half of the year has been removed. (p. 9)



## **MORE RIGHTS FOR CASUAL WORKERS**

- Currently, when a member whose job is linked to a Staff Appointed position converts to Staff Appointed status, they continue to be paid at the Staff Appointed hiring rate until they have had Staff Appointed status for one year. With ratification of the tentative agreement, such a member would have the time they spent in the job as a Casual recognized for the purpose of calculating when they should be moved up the steps of the grid. (p. 7)
- At the bargaining table, the University confirmed that it considers Article 20:01 to include situations in which a casual employee's shift is not fully cancelled but just shortened with less than twenty-four hours of notice. That interpretation of the Article 20:01 provides for better compensation for shortened shifts compared to Article 20:02, which has been deleted. Now someone will be paid for their full shift if it is shortened, rather than getting a maximum of three hours pay. (p. 36)
- If a position in the Casual Unit becomes Staff Appointed under the provisions of Article 2:03 and there is not a Casual incumbent who qualifies to convert to Staff Appointed status, the position will be posted externally and members of the Casual Unit will be eligible to apply for it. (p. 19)
- There is new language that strengthens members' rights in situations in which they are dealing with racial discrimination (p. 21) and workplace harassment . (pp. 53 - 58)
- New language allows a member to have a union representative present in a fact-finding meeting that could lead to discipline. (p. 31)
- New Article 17:07 provides paid time for a Casual employee to participate as a member of a Joint Health & Safety Committee and to participate in health & safety certification training. (p. 10)
- A new article has been negotiated that requires managers to direct their casual employees to submit accurate information on their timesheets instead of directing them to submit timesheets with inaccurate information in order to circumvent various rules. (p. 40)
- Another new article provides members with the right to review their personnel file. (p. 39)
- There is new language in the tentative agreement that codifies the right of casual employees who are leaving a position to request an exit interview and raise workplace concerns. (p.41)
- A new Letter of Intent provides the opportunity for the Union and the University to meet to explore opportunities for crisis identification and referral training for front-line staff who interact with students and/or the general public. (p. 16)
- There is a provision that expands union orientation sessions for new members to all departments. (pp. 13 & 47)
- There are improvements to the language of the Letter of Understanding: Domestic Violence that expand the University's obligation to consider providing support to members who are experiencing domestic violence. (p. 49)
- There are new provisions that provide a path forward for the Union to address its concerns about decisions made by the University to exclude jobs from the Casual Unit. (pp. 42 & 51)

## **IMPROVEMENTS IN UNION PROCESSES INCLUDING:**

- An expanded Labour/Management Committee to meet regularly about Casual Unit issues (p. 20)
- More union Stewards and Chief Stewards (p. 23)
- A bigger union negotiating committee (p. 26)
- Updated language in the grievance process to bring it in line with the Staff-Appointed Unit's contract. (pp. 27 - 30)

## **FIGHTING CONCESSIONS**

Bargaining is not always about gains that are won. Sometimes it is also about keeping the rights members already have. In this round of negotiations, we successfully fought off significant concessions the University tabled that would have greatly reduced the opportunity for casual English Language Instructors to convert to Staff Appointed status.



Your Negotiating Team - Left to Right: Karen Hampson, Sandra Sabbagh, Colleen Burke (USW Staff Representative), Scott Eldridge (U of T Casual Unit President), Gary Horenkamp, John Ankenman (Local President).

**Your Bargaining Committee unanimously recommends acceptance of this tentative collective agreement**

## THE ELECTRONIC RATIFICATION BALLOT WILL READ:

I vote to **ACCEPT** the tentative agreement as recommended by the Bargaining Committee.

I vote to **REJECT** the tentative agreement and authorize the Bargaining Committee to implement a strike if necessary.

The electronic vote will be conducted  
from Friday, February 23 at 10:00 am  
until Tuesday, February 27 at 11:59 pm.

*You will receive your unique electronic ballot by email on Friday, February 23 at 10:00 am.*

***United We Bargain,  
Together We Win!***



①

FRIDAY, FEBRUARY 16<sup>TH</sup> @ 2:00AM

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

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


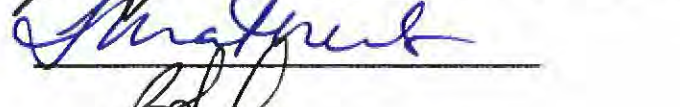
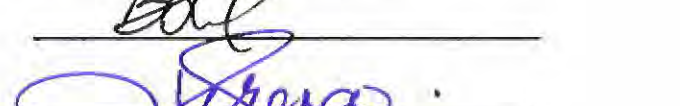
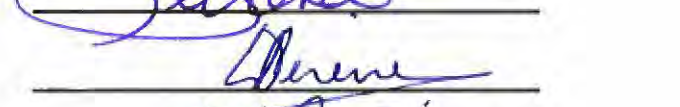

-and-

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






**MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT**

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.
2. The term of the renewal collective agreement shall be from July 1, 2023 to June 30, 2026.
3. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto.
4. The provisions of the collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, save and except where retroactivity is expressly provided for.
5. All attached items numbered 1 to \_\_\_\_\_ are incorporated.

**FOR THE UNIVERSITY**

**FOR THE UNION**

DATED AT TORONTO THIS 16 DAY OF FEBRUARY 2024



**University of Toronto Economic Proposal – February 16, 2024 @ 2:00AM**

**1. Increase to Minimum Rate of Pay**

- Effective **July 1, 2023** increase the minimum rate of pay in accordance with Article 21: Wages to **\$18.00** per hour, which shall be retroactive for employees actively employed in the bargaining unit on the date of ratification, provided the employee's wage rate has not increased for ANY reason other than a material change in duties during the period from July 1, 2023 to the date of ratification and subject to ii) below
- Effective **July 1, 2024** increase the minimum rate of pay in accordance with Article 21: Wages to **\$19.00** per hour.
- **Effective July 1, 2025 increase the minimum rate of pay in accordance with Article 21: Wages to \$20.00 per hour.**

**Employees who are eligible to receive any of the above increases in the minimum rate of pay shall NOT be eligible for any of the other increases set out below.**

**2. Wage Increases for Employees who are NOT paid in accordance with Article 21: Wages i.e., for those who are NOT at the minimum rate of pay AND who are NOT paid in accordance with the salary grid for Staff-Appointed positions**

On the date of ratification, employees actively employed in the bargaining unit who are not paid in accordance with **the minimum rate of pay and not in accordance with** the salary grid for Staff-Appointed positions shall be eligible to receive up to a 9.0% wage increase retroactive to July 1, 2023, provided the employee's wage rate has not increased for ANY reason other than a material change in duties during the period from July 1, 2023 to the date of ratification and subject to ii) below.

Further, employees actively employed in the bargaining unit on July 1, 2024 who are not paid in accordance with **the minimum rate of pay and not in accordance with** the salary grid for Staff-Appointed positions shall receive up to a 2.0% wage increase effective on July 1, 2024 subject to i) and ii) below.

Further, employees actively employed in the bargaining unit on July 1, 2025 who are not paid in accordance with **the minimum rate of pay and not in accordance with** the salary grid for Staff-Appointed positions shall receive up to a 1.8% wage increase effective on July 1, 2025 subject to i) and ii) below.

- i) The employee's wage rate has not increased for ANY reason other than as a result of a material change in duties during the



twelve (12) month period immediately preceding each of the July 1, 2024, and July 1, 2025 wage increase dates set out above, as applicable,






- ii) For clarity, an employee who received a wage increase for ANY reason other than as a result of a material change in duties during ANY of the three periods set out above (i.e., July 1, 2023 to the date of ratification, July 1, 2023 to June 30, 2024, and July 1, 2024 to June 30, 2025) which is less than the applicable salary increase for that period shall receive a top-up wage increase such that the total of the wage increases is equal to the applicable wage increase for that period.

3. Wage increases for employees paid in accordance with the salary grid for Staff-Appointed positions shall be administered as per the Letter of Intent: Wage Increases Where Rates for Casuals are Linked to Staff-Appointed Rates.
4. Employees actively employed in the bargaining unit shall be entitled to participate in the University's Employee and Family Assistance Program (EFAP).

For the University


For the Union

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

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## **LETTER OF INTENT: HEALTH CARE BENEFITS**

### **DATE**

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

**Dear Ms. Burke,**

**The University agrees to provide to the USW Benefit Plan during the term of the 2023 - 2026 Collective Agreement the total amount of \$150,000, which shall be paid in three (3) equal installments of \$50,000 according to the following schedule:**

**The first installment of \$50,000 shall be paid by no later than July 1, 2024. The second installment of \$50,000 shall be paid on or about January 1, 2025. The third installment of \$50,000 shall be paid on or about January 1, 2026.**

**The purpose of providing these payments is to enable the Union to administer a health care benefit plan for eligible bargaining unit employees. In order to become eligible, an employee must have worked with an appointment of twenty (20) percent or more, or regularly work the equivalent or more in hours each week (i.e., seven and one quarter (7.25) hours each week) for four (4) consecutive months, or where employed on an irregular or intermittent basis has worked at least five (5) shifts per month for any four (4) months in the past twelve (12) months.**

**Employees in the bargaining unit who are University of Toronto students eligible for coverage under the University's student union health care plan(s), and any employees in the bargaining unit who are eligible for any type of health care benefits (including but not limited to Health Care Spending Account(s)) through employment within another employee group at the University of Toronto, or through the retiree benefit plan(s) at the University of Toronto, shall not be eligible.**

**The University will provide the Union with the necessary data on a quarterly basis to determine employee eligibility, beginning within sixty (60) days following the date of ratification of the 2023-2026 Collective Agreement. The Union will provide the University with employee enrollment and benefit coverage data on an annual basis for each year of the 2023-2026 Collective Agreement.**

**It is understood and agreed that any additional funds that may be required to maintain and/or continue any benefit coverage(s) shall be the sole and exclusive responsibility of the USW and/or the USW Benefit Plan and that the University shall bear no responsibility whatsoever for any shortfall in funds required to maintain**

**and/or continue any benefit coverage(s). For clarity, no new or additional funds shall be provided by the University in any circumstances.**

**Yours truly,**

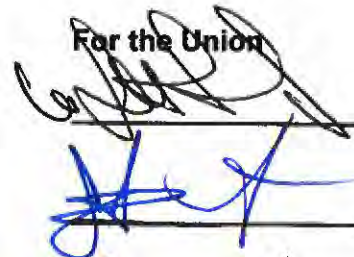
**Alex Brat**

**Senior Executive Director, Labour Relations**

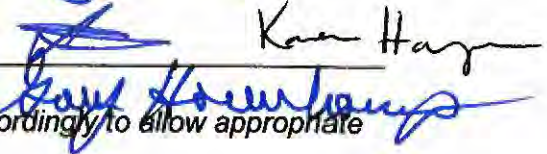
For the University

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

For the Union

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

Karen Haygen

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

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

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## Conversion to Staff-Appointed Status

2:02

(a) 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, be deemed to be non-probationary staff appointed employees covered by the terms and conditions of the staff-appointed 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 the staff-appointed 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 the staff-appointed 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, summer hours or other University closings shall be deemed hours regularly worked.

- (b) Seniority and vacation accrual under the staff-appointed Collective Agreement for a non-staff appointed employee converted to staff-appointed status as per Article 2:02(a) will be calculated based on the date the employee commenced casual employment qualifying under Article 2:02 (i.e., normally after eighteen (18) or twenty-four (24) months prior to conversion). Placement on the staff-appointed wage grid will be based on the date the employee commenced casual employment qualifying under Article 2:02 (e.g., an employee who converts after eighteen (18) months will be placed on Step 1 of the wage grid for six (6) months and then will move to Step 2 of the wage grid, and an employee who converts after twenty-four (24) months will be placed at Step 2 of the wage grid). For clarity, this shall not have any retroactive effect.

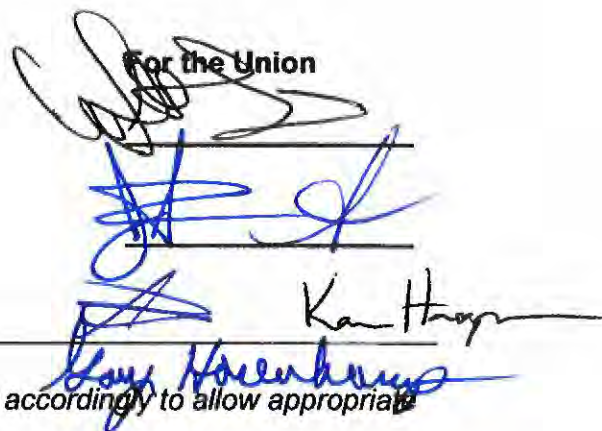
For clarity, if a UTEMP employee's contract is extended in the same position, in the same department with the same reporting relationship so as to convert under the provisions of Article 2:02, then the hours worked under the UTEMP contract will count towards conversion.

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.

For the University



For the Union



Kan Hoang  
Ray Hoenhans

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## ARTICLE 12: GENERAL

12:01 The University will continue to provide the Union, on a monthly basis (with a compatible electronic copy) a list that includes: employee name, gender, number of hours worked on a monthly basis, gross pay in the pay period, student status, e-mail address where available, latest campus mail address, and will indicate employees new to the bargaining unit. Casual employees ~~hired for a term of more than one (1) month~~ will be provided with an email address and it will be included in this list.

On a quarterly basis, the University will provide the Union with a list of employees who have converted to staff-appointed status.

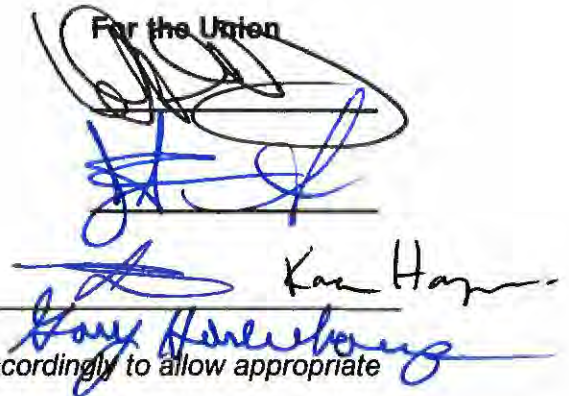
On a quarterly basis the University will also provide a list of employees' home addresses. In addition, the University will provide a list of the employees' Divisions, current Department, personnel numbers, hours worked, student status where applicable, UTEMP status where applicable, staff-appointed rate where applicable, and leave replacement status (including the position number of the staff-appointed position being replaced) where applicable.

12:02 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Senior Executive Director, Labour Relations or designate, University of Toronto, ~~215 Huron Street, 8<sup>th</sup> floor, 439 University Avenue, 22<sup>nd</sup> Floor,~~ Toronto, Ontario ~~M5S 1A2~~ M5G 1Y8, and the Staff Representative (Toronto) or designate, United Steelworkers, 25 Cecil Street, Toronto, Ontario, M5T 1N1.

For the University



For the Union



Kan Hays  
Gary Hershberg

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## ARTICLE 14: SICK TIME

14:01 Sick time is defined as absence because of an employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable.

14:02 An employee shall be entitled to paid sick time as set out below:

(a) The paid sick time entitlement shall be for ~~one (1)~~ **three (3)** scheduled shifts ~~between January 1st and June 30th inclusive, and one (1) scheduled shift between July 1st and December 31st inclusive~~, in each year of the Collective Agreement. Unused paid sick time shall not be accrued or banked.

(b) The paid sick time will equal the wages that would have been payable for the scheduled shift, less deductions required by law.

14:03 Any sick time other than the paid sick time set out in Article 14:02, above, shall be without pay.

14:04 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work

14:05 An employee may, with prior warning from their manager, be required to provide a doctor's certificate certifying that the employee is unable to carry out their normal duties due to illness.

For the University

  
  
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For the Union

  
  
  
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NEW

**Article 17:07**

**(a) The Union may elect or appoint 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) Bargaining unit members on Joint Health and Safety Committees shall be remunerated according to their hourly rate for time required to carry out their duties in accordance with the Occupational Health and Safety Act.**


**(c) Bargaining unit employees on the Joint Health and Safety Committees 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.**

**(d) The Union may appoint a member within the Bargaining Unit to become a Certified Worker Representative. The cost of the certification training programme (Part I, Part II and refresher as required to maintain certification) for the appointed employee shall be borne by the Employer and the time spent in such certification training shall be treated as work time.**

For the University



For the Union



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

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## ARTICLE 21: WAGES

21:01 Effective ~~on July 1, 2023, the minimum rate of pay shall be the date of ratification of the 2020-2023 2023-2026 renewal Collective Agreement,~~ bargaining unit employees will be paid no less than fifteen dollars and fifteen cents ~~(\$15.15)~~ eighteen dollars (\$18.00) per hour. ~~or, where the employee is assigned by the University to perform a significant portion of the duties of a staff appointed position, the minimum rate on the salary grid for that position.~~

Effective ~~July 1, 2022~~ July 1, 2024, the minimum rate of pay shall be bargaining unit employees will be paid no less than fifteen dollars and thirty cents ~~(\$15.30)~~ nineteen dollars (\$19.00) per hour. ~~or, where the employee is assigned by the University to perform a significant portion of the duties of a staff appointed position, the minimum rate on the salary grid for that position.~~

Effective July 1, 2025, the minimum rate of pay shall be twenty dollars (\$20.00) per hour.

Where the employee is assigned by the University to perform a significant portion of the duties of a staff-appointed position, they will be paid the "hire rate" on the USW Staff-Appointed salary grid for that position, as set out in Schedule 'A' attached hereto.

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

For the University


For the Union

  
  
Kantham  
Guy Koenhans

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

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USW Salary Grid  
July 1, 2023

PSG	HIRE RATE
1	40474
2	42977
3	45635
4	48455
5	51452
6	54635
7	58012
8	61600
9	65407
10	69455
11	73748
12	78308
13	83150
14	88290
15	93752
16	99548
17	105706
18	112241
19	119184
20	126554

July 1, 2024

PSG	HIRE RATE
1	41283
2	43837
3	46548
4	49424
5	52481
6	55728
7	59172
8	62832
9	66715
10	70844
11	75223
12	79874
13	84813
14	90056
15	95627
16	101539
17	107820
18	114486
19	121568
20	129085

July 1, 2025

PSG	HIRE RATE
1	42026
2	44626
3	47386
4	50314
5	53426
6	56731
7	60237
8	63963
9	67916
10	72119
11	76577
12	81312
13	86340
14	91677
15	97348
16	103367
17	109761
18	116547
19	123756
20	131409

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*Kathy*  
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## ARTICLE 24: HIRING

24:01 Casual employees ~~hired for a term of more than (1) month~~ will be provided with a letter of offer signed by the manager including the following information:

- Date of offer
- End date of term (if known)
- **Brief general overview of the main duties and/or responsibilities**
- Rate of pay, and whether the rate is determined by the department in relation to the Staff-Appointed salary grid
- **Position title where the rate of pay is determined by the department in relation to the Staff-Appointed salary grid**
- **Broad general indication of the expected hours of work and/or scheduling (if known)**
- **If the duties are known at the time of hire to be other than in person**
- The name of the employee's direct supervisor at the University
- The name of the Business Officer or payroll contact

The employee will be asked to sign the letter **and will be given a copy.**

**Any letter extending a casual contract shall contain the information listed in Article 24:01 and Article 24:02.**

### Information to Employees

24:02 The Employer agrees to inform all new employees that a Union Agreement is in effect.

The hiring Department shall provide to all employees a one-page (letter-size, single or double-sided) statement about the Union, prepared by the Union, provided that the statement is first forwarded to the Senior Executive Director, Labour Relations (or designate) for information and approval as to its factual accuracy. If the Senior Executive Director, Labour Relations (or designate) does not provide notification of errors or inaccuracies to the Union within two (2) weeks of receiving the statement, the information shall be presumed to be acceptable. The statement shall be provided at or prior to the start of duties.

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

**24:03 Employees newly hired into the bargaining unit shall be allowed to meet with the Union for one (1) regular working hour with no loss of pay, at the beginning or the end of the workday, provided the employee notifies their manager and it does not unduly interfere with operations. The University**

**shall allow the employee to attend the meeting within the first six (6) months from the date first employed in the bargaining unit.**

For the University

A blue ink signature, likely of a University representative, written over a horizontal line.

For the Union

Two blue ink signatures, likely of Union representatives, written over horizontal lines. The signature on the right is identified as "Ken Hay" in the adjacent block.

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

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## LETTER OF INTENT: ~~MEETING~~ REGARDING THE DETERMINATION OF PAY RATES FOR CASUAL EMPLOYEES

~~November 15, 2021~~

~~Mary Lou Scott~~ Colleen Burke

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

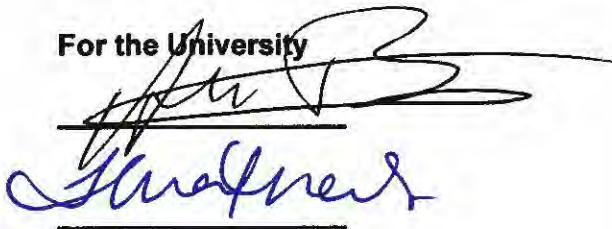
Dear Ms. ~~Scott~~ Burke,

The University agreed to meet with the Union during the term of the ~~2017—2020~~ 2023 – 2026 renewal Collective Agreement to ~~explain~~ discuss its guidelines for determining the pay rates of Casual employees who perform a significant portion of the duties of a Staff-Appointed position in accordance with Article 21: Wages of the ~~2017—2020~~ 2023 – 2026 renewal Collective Agreement.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

For the University



For the Union



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

**DATE**

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

**Dear Ms. Burke,**

**During the term of the renewal Collective Agreement, the University and the Union agree to meet to explore 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. This training shall be provided with no loss of regular pay.**



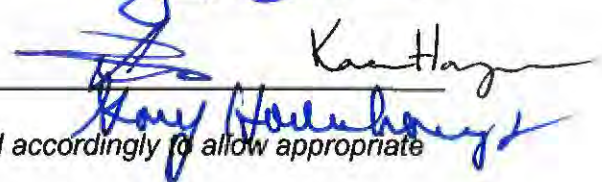
**Yours truly,**

**Alex Brat**  
**Senior Executive Director, Labour Relations**

**For the University**


**For the Union**

  
  
  
Kaitlyn

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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 Intent: Wage Increases Where Rates for Casuals are Linked to Staff-Appointed Rates (p.25) – **RENEW**
- Letter of Intent: Casual Bargaining Unit Data (p.26) – **RENEW**
- Letter of Understanding: E-Mail Addresses (p.27) – **RENEW**
- Letter of Intent: Orientation for New Employees in Hart House, Division of University Advancement and the Faculty of Kinesiology & Physical Education – Pilot Project (p.27) – **AMEND**
- Letter of Intent: Use of Temporary Office Staffing Agencies (p.29) – **RENEW**
- Letter of Intent: Posting for University of Toronto Student Casual Positions (p.30) – **AMEND**
- Letter of Intent: Definition of Casual Worker – Non-University of Toronto Students (p.31) – **RENEW**
- Letter of Intent Re: Biometrics (p.32) – **RENEW**
- Letter of Intent: Meeting Regarding the Determination of Pay Rates for Casual Employees (p.33) – **AMEND**
- Letter of Intent: Conversion to Staff-Appointed Status (p.34) - **RENEW**
- Letter of Intent: Access to Timesheet Information (p.35) – **RENEW**
- Letter of Understanding: Domestic Violence (p.36) – **AMEND**
- Letter of Intent: Departmental Data Regarding Employment of Casual Employees (p.37) – **AMEND**
- Letter of Intent: Casual Job Notices Board (p.38) – **AMEND**
- Letter of Intent: Employment Equity (p.39) – **AMEND**
- Letter of Intent: Standardized Patient Program (p.40) – **AMEND**
- Letter of Intent: Professional Development (p.41) – **RENEW**
- Letter of Intent: Casual Employees Working in Research Assistant Related Roles (p.42) – **AMEND**
- Letter of Intent: U of T Employees Sign-In Portal on JOBS.UTORONTO.CA (p.43) - **RENEW**
- Appendix X - Letter of Intent: Orientation (p.46) – **RENEW**
- Appendix X - Letter of Intent: Physical Space and Tools (p.46) - **RENEW**

For the University



For the Union



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**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.**

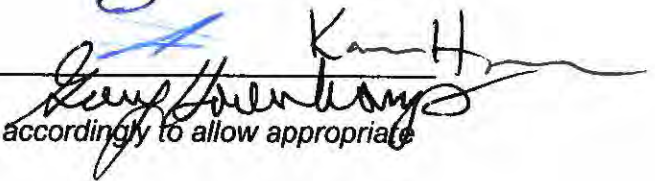
For the University

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For the Union

A blue ink signature, likely of a Union representative, written over a horizontal line.

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

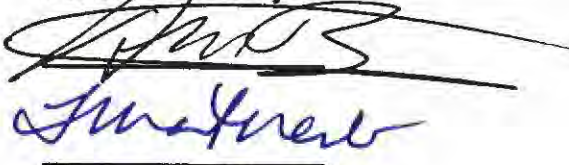
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2:03

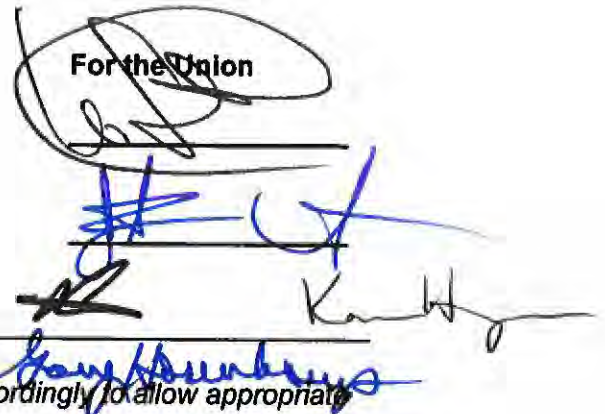
- (a) In the event a USW Local 1998 Casual bargaining unit position with regularly scheduled hours of work of at least fourteen and one-half (14½) hours or more per week exceeds twenty-four (24) consecutive months' duration, the position will become a staff-appointed position covered by the staff-appointed Collective Agreement and shall be posted to employees in the Staff-Appointed bargaining unit in accordance with the terms of that Agreement, as well as to external candidates, unless the incumbent qualifies for staff-appointed status as per Article 2:02(a)(1) and (2).

For the University



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

For the Union



Three handwritten signatures in blue ink, written over horizontal lines. The first signature is circled in blue. The second signature is also in blue ink. The third signature is in black ink and appears to be "K. Smith".

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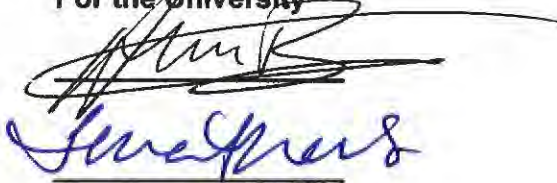
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## NEW Article 3:XX

### Labour/Management Committee

3:XX The Union and the University acknowledge the mutual benefit of open two-way communication. Therefore, the parties agree that there will be a joint labour/management committee consisting of ~~four (4)~~ five (5) representatives from the University and ~~four (4)~~ five (5) representatives selected by the Union, one (1) of which shall be the Local Union President and one (1) of which shall be the Casual Unit President. The Staff Representative of the Union may also attend such meetings. Meetings will be held on a quarterly basis and each party shall submit to the other a written agenda, fourteen (14) calendar days before the upcoming meeting. The University will discuss the agenda items with senior University representatives, as appropriate, and may invite such representatives to the meeting in order to address specific items on the agenda. Such items may include any known issue(s) that will potentially impact the bargaining unit and/or its members. Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify or amend any part of the Collective Agreement. A representative of each party shall be designated Co-Chairperson, and the two (2) persons so designated shall alternate presiding over meetings.

For the University



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 the employee so chooses. 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

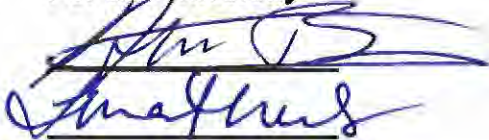
3:12 The University will provide an environment where employees are not subjected to workplace harassment. Employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the *Occupational Health and Safety Act* 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.

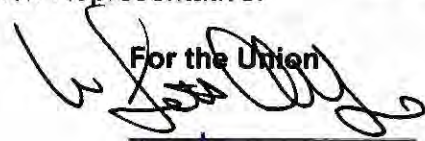
An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after forty-five (45) days have elapsed from the date 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



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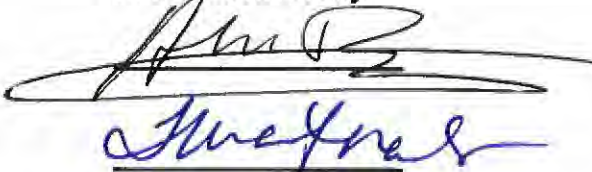
## ARTICLE 7: UNION REPRESENTATION

7:01 The University acknowledges the right of the Union to appoint or otherwise select, from among the members of the bargaining unit, up to ~~eight (8)~~ ten (10) Union Stewards, ~~a Unit Griever~~ three (3) Chief Stewards, one (1) at each of St. George, UTM and UTSC campuses, and a Unit President for the purpose of representing employees in the handling of grievances.

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

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

For the University



For the Union



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7:05 The University agrees to recognize and deal with a Union Grievance Committee made up of a Unit President, ~~or Unit Griever~~ Chief Steward and a Steward for a committee of ~~two (2)~~ three (3).

For the University

For the Union

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**NEW Article**

**7:XX Where there is a right to Union representation, and where the employee exercises that right, the University will provide the Union with as much advance notice as is practicable and will indicate the nature of the meeting at the time of the request. The Union will keep the nature of the meeting confidential and will not disclose it to the employee in advance of the meeting.**

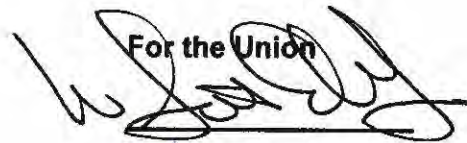
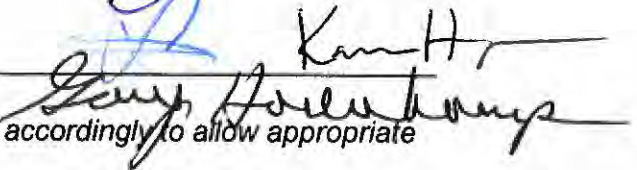
**Where there is a right to Union representation, the employee will be notified and may exercise their right to Union representation.**

**The Union recognizes that there may be situations where a representative is requested after the commencement of a meeting and that advance notice will not always be practicable or possible. In such a case, the University shall notify the Union without delay that a representative is needed.**

For the University

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For the Union

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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 ~~four (4)~~ five (5) bargaining unit employees, one of which shall be the Unit President, along with the International Union Representatives and Local Union President.

For the University

  
Senaturs

For the Union

  
  
  
  
Ray Hounkang

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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 thirty (30) working days after the employee became aware or ought reasonably to have become aware of the circumstance giving rise to the complaint. This step may also be satisfied by the Union raising the complaint with the immediate supervisor on behalf of the employee or group of employees, in which case the appropriate Human Resource ~~Officer~~ Officer representative or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the appropriate Human Resource ~~Officer~~ 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 forty (40) 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.

In the case of complaints related to conversion or unpaid (or improperly paid) wages, this informal step must be initiated within sixty (60) working days after the employee became aware or ought reasonably to have become aware of the circumstance giving rise to the complaint.

### Step One

The grievance shall be submitted, in writing, to the Labour Relations Department, along with the name of the immediate supervisor, Department and Faculty, by the employee(s) or the Union. The nature of the grievance, the relevant provisions of the agreement, a general statement of relevant facts and the remedy sought shall be set out in the grievance. Within five (5) working days the Department Head or designate shall meet with the Union Grievance Committee (not to exceed two (2)



in number) in an attempt to resolve the grievance. The Department Head may determine that the immediate Supervisor shall also attend this meeting. The Department Head or designate shall, within a further five (5) working days, give 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 ~~person~~ **representative within ten (10) working days after receiving the Step One decision in writing. The local Human Resources representative, who** shall forward a copy to the Principal, Dean, Division Head, Senior Executive Director, Labour Relations or designate, or alternatively directly to Step Three ~~within ten (10) working days after receiving the Step One decision in writing.~~ The Principal, Dean, Division Head, 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 ~~Department Head~~ **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 ~~person~~ **representative** who shall forward a copy to the Vice-President, **Human Resources and Equity People Strategy, Equity & Culture** or designate within ~~five (5) ten (10)~~ working days after receiving the Step Two decision in writing. The Vice-President, ~~Human Resources and Equity People Strategy, Equity & Culture~~ or designate shall, within ~~seven (7) fifteen (15)~~ working days, hold a meeting with the Union Grievance Committee (not to exceed ~~two (2) three (3)~~ in number), the Local Union President, and a staff representative of the Union, or ~~his/her~~ designate, in a further attempt to resolve the grievance. The Vice-President, ~~Human Resources and Equity People Strategy, Equity & Culture~~ or designate shall, within a further ~~seven (7) 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 ~~him/her~~ **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/Mediation, at any time within sixty (60) 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 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 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 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 fifteen (15) 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.

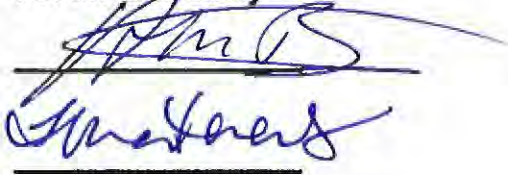
Further, any step of the grievance process may be waived by mutual agreement of the parties.



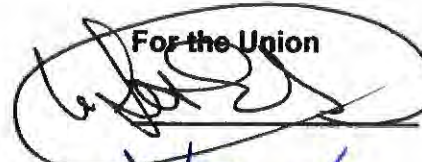
9:07 Where no response to the grievance is given within the time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.


**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.**

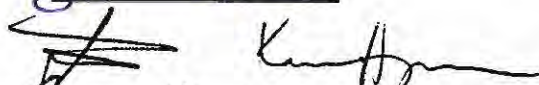
For the University

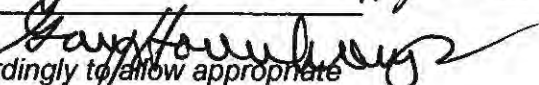
  
\_\_\_\_\_

For the Union

  
\_\_\_\_\_

  
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\_\_\_\_\_

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.*

10:02 (a) An employee who will be disciplined or discharged for cause, i.e. not terminated in accordance with the terms of the employee's contract or letter of employment, while at work, will be notified of their right to have a Union Steward attend such a meeting in which such discipline or discharge will be issued. If the employee requests representation by a Union Steward, the ~~supervisor~~ University will send for ~~their~~ 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 a meeting to investigate a matter which will likely lead to disciplinary action, 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.

For the University

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

For the Union

Two handwritten signatures in blue ink. The first is a stylized signature, and the second is "Kam Hany". They are written over horizontal lines.

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

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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 to 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~~ Jasbir Parmar  
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 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.~~

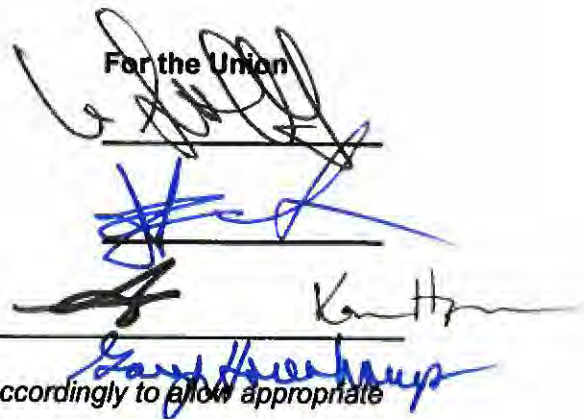
11:08 An arbitrator shall have the right to extend the time limits under Section 48(16) of the *Ontario Labour Relations Act*.

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



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

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### Relief for Union Service

13:03 Provided that it will not unduly interfere with operations, the University will allow an employee to assume an official position with the International Union or within the Local Union for up to one (1) year. The employee will be relieved of all scheduled shifts during the period of union service. A request for relief for union service will be made in writing by the Union as far in advance as possible, but in any event at least one (1) month prior to the commencement of the relief period. Relief for union service shall be limited to not more than ~~two (2)~~ three (3) employees from the bargaining unit at any time. The University will grant year to year extensions with at least one (1) months written notice prior to the end of the year.

The employee will not have any entitlement to a position in the bargaining unit at the end of the period of union service, however, the employee will be permitted to apply, as a regular applicant, to positions in the bargaining unit. Without limiting the generality of the foregoing, in the event that the period of union service ends during the term of the employee's current casual contract and the University continues to require the work covered by that contract, the employee may return to work for the remainder of that contract in accordance with its terms and conditions, except where such contract pertains to grant funded and/or research related work. For clarity, the employee is not entitled to return to grant funded and/or research related work regardless of when the period of union service ends.

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 18: PUBLIC AND ADDITIONAL HOLIDAYS

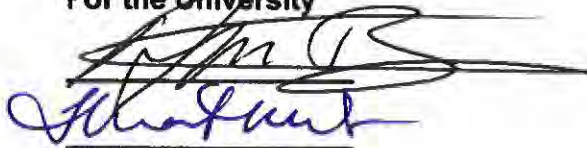
18:01 Employees in the bargaining unit shall, if they qualify, be paid holiday pay based on the holidays listed in the *Employment Standards Act of Ontario* in effect at the time of the holiday, **and any additional holiday(s) listed below.**

At the time of signing this agreement, the following holidays were considered "public holidays" under the *Employment Standards Act of Ontario*:

New Years Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
**Civic Holiday (additional holiday)**  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

18:02 Eligibility for pay or time in lieu of pay under this Article shall be determined by the provisions of the *Employment Standards Act of Ontario* in effect at the time of the holiday, **which will be replicated for the purpose of calculating holiday pay for any additional holiday(s) listed above.**

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.



## ARTICLE 20: SHIFT CANCELLATION

20:01 In the event that the University exercises its discretion to cancel an employee's shift for reasons other than emergencies, unforeseen circumstances or situations beyond the University's control, reasonable efforts will be made to notify the employee of such cancellation as far in advance as practicable. Should the University fail to notify an employee of such cancellation at least twenty-four (24) hours prior to the employee's scheduled starting time for that shift, the University shall pay the employee the employee's assigned hours of work for that shift at the employee's regular hourly rate.

~~20:02 An employee who is regularly scheduled to work three (3) or more hours in a shift, and who reports to a regularly scheduled shift but works less than three (3) hours, despite being available to work longer, shall be paid a minimum of three (3) hours wages at the employee's regular rate of pay.~~

For the University



A handwritten signature in black ink, followed by a blue ink signature that appears to read "M. Jones".

For the Union



A handwritten signature in black ink, followed by a blue ink signature that appears to read "K. Smith". Below this, there is a blue ink signature that appears to read "Gary H. [unclear]".

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

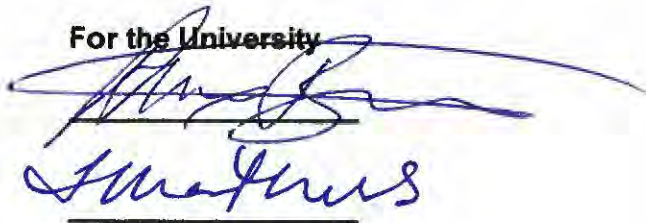
*The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including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

## ARTICLE 22: TERMINATION

22:01 This Agreement shall be effective from July 1, ~~2020~~ **2023** by both parties and shall continue in effect up to and including the 30th day of June, ~~2023~~ **2026**, and shall continue automatically thereafter for annual periods of one (1) year, unless either party notifies the other in writing within a period of ninety (90) calendar days immediately prior to the expiration date that it desires to amend the Agreement.

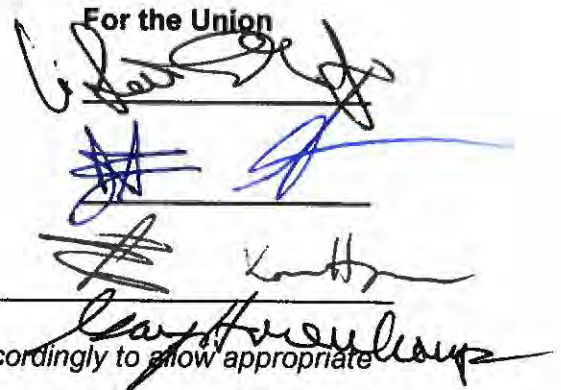
22:02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 22:01, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

For the University



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

For the Union



Two handwritten signatures in blue ink, one above the other, written over horizontal lines. The bottom signature appears to be "Ray Havelock".

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

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## ARTICLE 25 ~~26~~: UNION MEETINGS

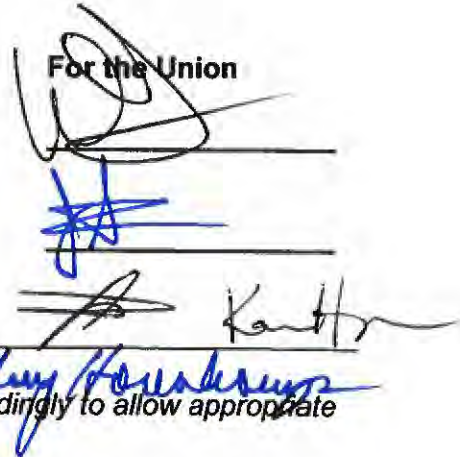
**2526:01** Employees ~~will be permitted to~~ may attend regularly scheduled General Membership Meetings during non-work hours. Employees may attend regularly scheduled General Membership Meetings during scheduled work hours, provided it does not interfere with operations and the employee obtains permission to attend from ~~his/her~~ their manager in advance of the meeting. Attendance at such meetings will be without pay.

For the University



A handwritten signature in black ink, appearing to be "John B.", is written over a horizontal line. Below this line, the name "John B." is written in blue ink.

For the Union



A handwritten signature in black ink, appearing to be "Guy", is written over a horizontal line. Below this line, the name "Guy" is written in blue ink. To the right of the signature, the name "Kant" is written in black ink.

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

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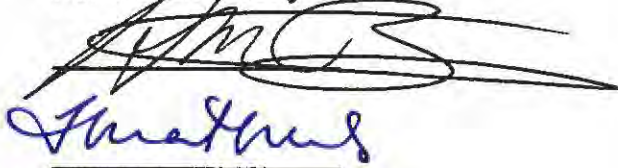
NEW

ARTICLE XX: PERSONNEL FILE

**XX:01 An employee may review their personnel file, if any, provided that two (2) working days prior notice is given to the appropriate local Human Resources Office. The employee is entitled to be accompanied by a Union Representative for up to one (1) hour to review the personnel file.**


**The employee or the Union may inquire as to the presence of any document in their personnel file and request that said document be removed. If the University and the Union agree that the document is not relevant, the University shall confirm in writing that the document has been removed.**

For the University



A handwritten signature in black ink, followed by a blue ink signature.

For the Union



Three handwritten signatures in black ink, followed by a blue ink signature.

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.



40

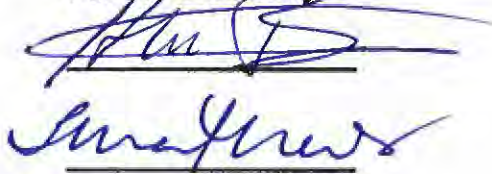
NEW

**ARTICLE XX: HOURS OF WORK**

**XX:01 Where casual employees are required to record and submit hours of work, managers will instruct such employees to record and submit hours that reflect actual hours worked.**

**XX:02 An employee is entitled to take the hours free from work, eating periods and breaks as set out in the *Employment Standards Act, 2000*.**

For the University



For the Union



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

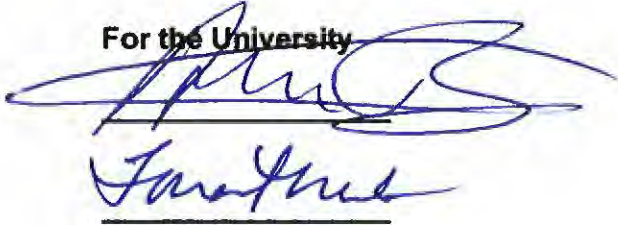
*The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including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

NEW

**ARTICLE XX: CESSATION OF EMPLOYMENT**

**XX:01 At the end of their contract, an employee may request a meeting with their manager to request advice on how to improve their work-related qualifications. Further, an employee may request an exit interview with Human Resources to raise any workplace concerns.**

For the University



A large, stylized blue ink signature, likely belonging to a University representative, written over a horizontal line.

For the Union



A blue ink signature, likely belonging to a Union representative, written over a horizontal line. The signature is partially enclosed by a hand-drawn oval.

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

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

**November 15, 2024**

**Mary Lou Scott Colleen Burke**

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

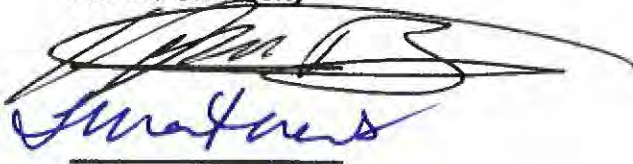
Dear Ms. **Scott Burke**,

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

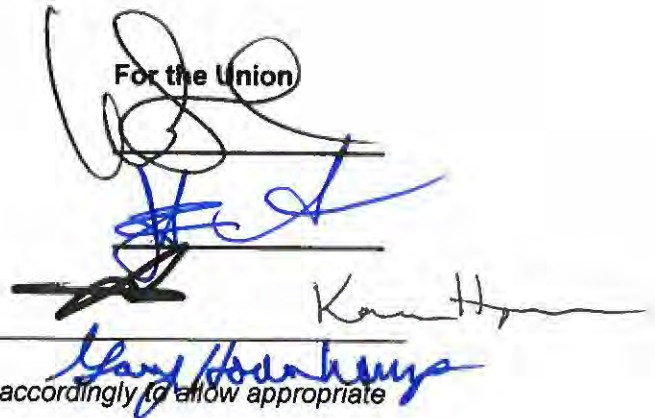
Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

**For the University**



**For the Union**



Kenneth

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

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## LETTER OF INTENT: EMPLOYMENT EQUITY

~~November 15, 2021~~

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

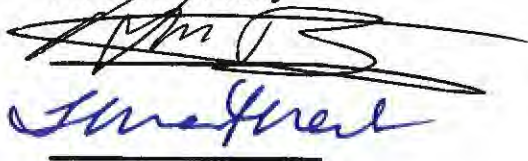
Dear Ms. **Scott Burke**,

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

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

For the University



For the Union



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

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

~~November 15, 2021~~

**Mary Lou Scott Colleen Burke**

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

Dear Ms. **Scott Burke**,

All vacancies for positions in the Faculty of Kinesiology & Physical Education, Hart House, and the Division of University Advancement Call Centre which recur from academic session to academic session, and where the vacancies are normally filled by, or reserved for, full-time students of the University, will be posted through Career Exploration & Education. This does not preclude the employing unit from using other resources to post the vacancy (or vacancies).

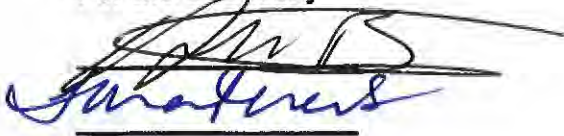
Disputes arising from the posting of a vacancy under this letter shall not be subject to the provisions of Article 9 (grievance procedure).

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

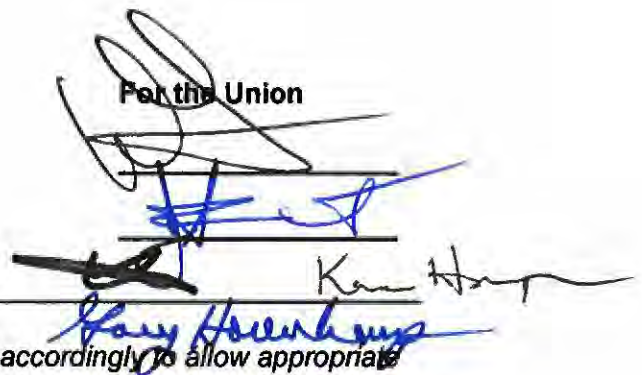
Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

For the University



For the Union



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

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## LETTER OF INTENT: CASUAL JOB NOTICES BOARD

~~November 15, 2021~~

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

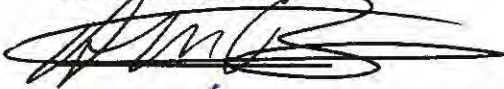
Dear Ms. **Scott Burke**,

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

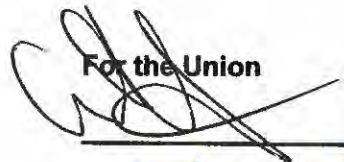

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

For the University

  
Matthews

For the Union

  
  
Karen Horn  
Gayle Hounkpa

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

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**LETTER OF INTENT: DEPARTMENTAL DATA REGARDING EMPLOYMENT  
OF CASUAL EMPLOYEES**

**November 15, 2021**

**Mary Lou Scott Colleen Burke**

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

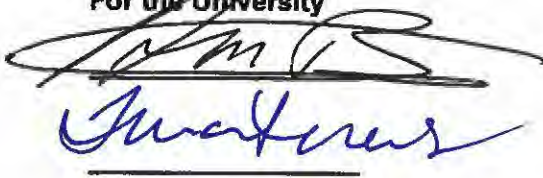
Dear Ms. **Scott Burke**,

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

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

**For the University**

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

**For the Union**

Three handwritten signatures in blue ink, written over horizontal lines. The signatures are stylized and difficult to read, but the last one appears to end in 'Kanth'.

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

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47

**LETTER OF INTENT: SCHEDULED DEPARTMENTAL ORIENTATION SESSIONS FOR NEW EMPLOYEES IN HART HOUSE, DIVISION OF UNIVERSITY ADVANCEMENT AND THE FACULTY OF KINESIOLOGY & PHYSICAL EDUCATION — PILOT PROJECT**

**November 15, 2021**

**Mary Lou Scott Colleen Burke**

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

Dear Ms. **Scott Burke**,

The University will endeavour to notify the Union in writing no later than five (5) calendar days prior to of scheduled departmental orientation sessions ~~in Hart House, the Division of University Advancement and the Faculty of Kinesiology & Physical Education~~, where there are 10 or more members of the bargaining unit in attendance. In such cases, time may be set aside either at the beginning or end of the agenda for the Union to make a presentation to their members, of up to 30 minutes in length. The portion of the agenda taken up by the Union will be made up of paid time. The Union shall reimburse the University for such paid time and will be responsible for recording attendance and remitting this information to the University to facilitate accurate payment.

~~The University, where requested by the Union, will meet during the life of the Collective Agreement to discuss the pilot project, including progress to date and possible expansion to other departments or divisions of the University.~~

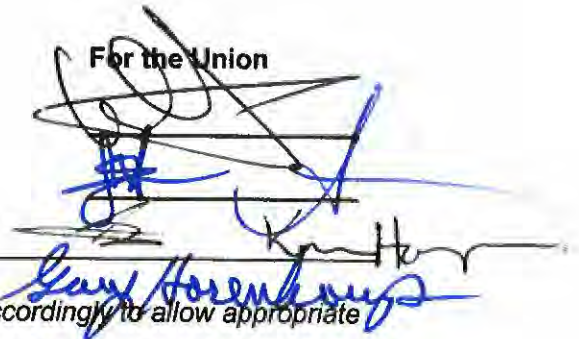
Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

For the University



For the Union



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

*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.*



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## LETTER OF INTENT: STANDARDIZED PATIENT PROGRAM

~~November 15, 2024~~

~~Mary Lou Scott~~ Colleen Burke

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

Dear Ms. ~~Scott~~ Burke,


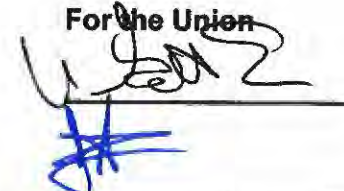
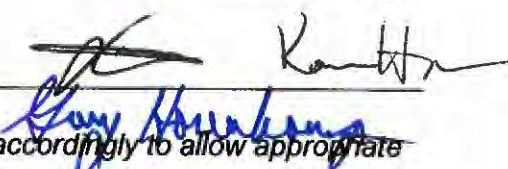
Within ninety (90) days of the ratification of this Collective Agreement, the University and the Union agree to meet at a ~~Staff-Appointed~~ Labour Management meeting to discuss matters related to the Standardized Patient Program.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

For the University

For the Union

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

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49

## LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE

~~November 15, 2021~~

~~Mary Lou Scott~~ Colleen Burke

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

Dear Ms. ~~Scott~~ Burke,

~~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~~ Supports that may be considered include but are not limited to 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.

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

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

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

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations



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For the University

  
Matthew

For the Union

  
  
  
Donna Greenhough

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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: SCOPE**

**DATE**

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

**Dear Ms. Burke,**

**During the 2023-2026 round of collective bargaining negotiations, the Union expressed concerns regarding the University's approach to determining whether or not individuals are "non-staff appointed employees" for the purposes of Article 2: Recognition and Scope of the Collective Agreement.**

**The University acknowledges the concerns that have been raised by the Union. The University also recognizes and affirms that, in making the above-noted determinations, it has an obligation to do so in a manner that is consistent with the applicable statutory and/or regulatory requirements.**

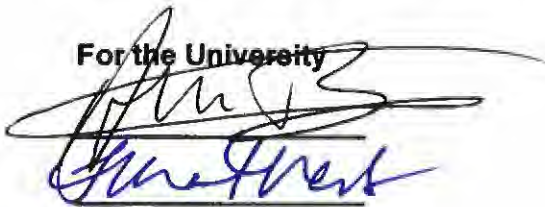
**In the event that the Union continues to have concerns in this regard, the University agrees to hear, consider and discuss such concerns at a Labour Management Committee meeting.**

**Yours truly,**

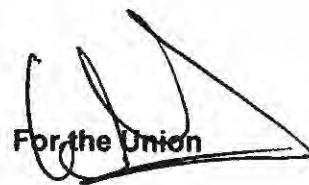
**Alex Brat**

**Senior Executive Director, Labour Relations**

**For the University**



**For the Union**



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**LETTER OF INTENT: DISCONNECTING FROM WORK**

**DATE**

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

**Dear Ms. Burke,**

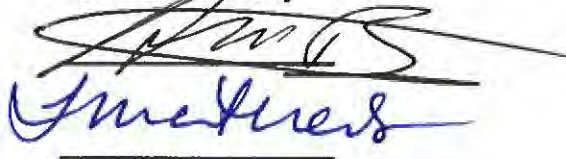
**Within ninety (90) days of the ratification of the renewal Collective Agreement, the University and the Union agree to meet at a Labour Management Committee meeting to discuss how the University's Policy on Disconnecting From Work is being implemented and communicated to employees in the bargaining unit.**

**Yours truly,**

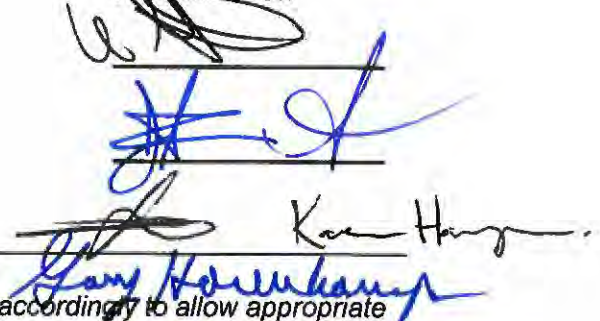
**Alex Brat**

**Senior Executive Director, Labour Relations**

**For the University**



**For the Union**



Karen Hargrave

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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.



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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**

**DATE**

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

**Dear Ms. Burke,**

**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.**



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- 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 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.

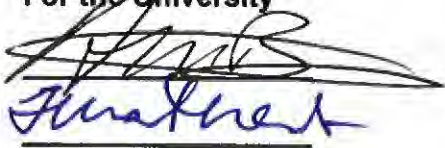
The University in all cases reserves the sole right to determine what measures will be put in place following an investigation, including but not limited to the appropriate penalty for any misconduct that is found during an investigation.

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.

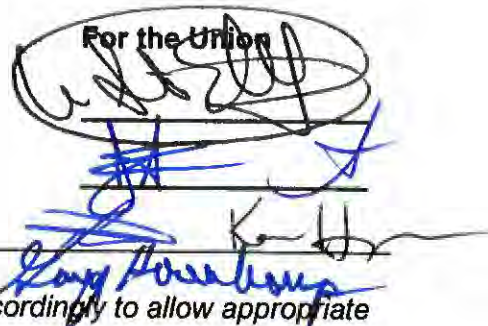
Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

For the University



For the Union



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**NEW – Appendix Y**

**LETTER OF INTENT: RESIDENCE DON MEETING SPACE**

**DATE**

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

**Dear Ms. Burke,**

**Casual summer residence dons will not be required to meet with residents in the residence don's bedroom where the residence don has another room or where the College has identified a suitable alternative meeting location.**

**Yours truly,**


**Alex Brat**

**Senior Executive Director, Labour Relations**

**For the University**



**For the Union**



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### Housekeeping Items

- Gender neutral language throughout (i.e., Article 6:05)
- Change all instances of "Unit Grievor" to "Chief Steward"
- Appendix X – add Appendix letter to articles (e.g., "Article X2")

For the University

  
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For the Union

  
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Karen Harper

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