



UNIVERSITY OF
TORONTO

COLLECTIVE AGREEMENT

For the “CASUAL” Bargaining Unit

-BETWEEN-

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

-AND-

THE UNITED STEELWORKERS



Term of Agreement: July 1, 2023 to June 30, 2026

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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.

COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of February 16, 2024.

- between -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

(hereinafter called "the University")

- and -

THE UNITED STEELWORKERS

(hereinafter called "the Union")

ARTICLE 1: PURPOSE OF AGREEMENT

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

1:02 In addition to the terms and conditions set out in this Collective Agreement, the terms and conditions of employment for bargaining unit employees will be subject to and in accordance with the relevant provisions of the *Employment Standards Act of Ontario* and any other applicable legislation.

ARTICLE 2: RECOGNITION AND SCOPE

2:01 The University recognizes the Union as the sole and exclusive bargaining agent for all non-staff appointed employees of the University save and except the following:

(1) Persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations.

(2) A. Academic staff including but not limited to:

(i) members of faculty at all professorial ranks;

(ii) academic administrators as defined on the date of application for certification in the 1995 "Policies for Academic Staff and Librarians" under the Policy on Appointment of Academic Administrators at code number 3.01.01;

(iii) librarians;

(iv) status only appointments;

(v) visiting academic appointments;

(vi) senior tutors;

- (vii) tutors;
- (viii) lecturers;
- (ix) special lecturers;
- (x) instructors save and except casual ESL instructors employed at the School of Continuing Studies English Language Program who are represented by the Union by virtue of the certificate issued by the Ontario Labour Relations Board on October 2, 2008;
- (xi) scholars and fellows;
- (xii) sessional appointments;
- (xiii) persons hired to teach on stipend;
- (xiv) clinicians.

(2) B. Research associates

(2) C. Athletic instructors and coaches

- (3) Engineers, doctors, dentists, architects or lawyers entitled to practice in Ontario and who are employed in a professional capacity.
- (4) Students employed as part of an educational co-operative training program or in the University's Work Study Program.
- (5) Persons for whom any other trade union held bargaining rights under the *Ontario Labour Relations Act* as of May 29, 1998.

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.

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, 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 (36 $\frac{1}{4}$) hours.

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 (14 $\frac{1}{2}$) 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).

ARTICLE 3: RELATIONSHIP

No Discrimination

3:01

- a) The University and the Union are committed to equal opportunity in employment for women, Indigenous Peoples, people with disabilities, and people who because of their race, colour, sexual orientation or gender identity and expression have been historically, and continue to be, disadvantaged in Canada.

The University and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns.

- b) The University and the Union agree to uphold the *Ontario Human Rights Code* and will not under any circumstances permit employment practices and procedures in contravention of it. The University and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, gender orientation, gender identity, gender expression, religious belief, colour, ethnic origin, mother tongue, marital status, family status, political affiliation or belief, citizenship, sexual orientation, disability, age or record of offences, as those terms are defined in the *Ontario Human Rights Code* (if applicable), subject to the *Ontario Human Rights Code* provisions related to *bona fide* occupational qualification.

Sexual Violence and Sexual Harassment

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

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

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

- 3:04 Employees making a report under the University’s Policy on Sexual Violence and Sexual Harassment shall be advised they have the right to be accompanied by a Union Representative at any stage of the process.
- 3:05 A report under the University’s Policy on Sexual Violence and Sexual Harassment alleging sexual harassment may be filed at any time in accordance with the Policy on Sexual Harassment. For clarity, there is no time limit for filing a Report under the Policy.

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

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

- 3:06 No information relating to the grievor’s personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 3:07 An employee who makes a report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

3:08 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

3:09 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are USW members, both the Complainant and the Respondent shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

Racial Discrimination

3:10 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.

General Harassment

3:11 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

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.

No Reprisal

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

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

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

Labour/Management Committee

3:14 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 five (5) representatives from the University and 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.

ARTICLE 4: MANAGEMENT RIGHTS

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

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

4:02 The University shall exercise its rights in the manner that is reasonable, in good faith and consistent with the terms of this Collective Agreement.

ARTICLE 5: NO STRIKE OR LOCKOUT

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

ARTICLE 6: UNION SECURITY

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

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

6:03 The monthly remittance shall be accompanied by a statement listing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. The monthly remittance will also include the Union's "Summary of Union Dues" form.

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

6:05 The University agrees to record total Union dues deductions paid by each employee on their T4 Income Tax Receipt.

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 ten (10) Union Stewards, 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.

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

- 7:03 Union Stewards, the Chief Steward and the Unit President have regular duties to perform on behalf of the University; therefore, they will not leave their duties for the purpose of handling grievances without obtaining the permission of their supervisor. Such permission shall not be unreasonably withheld.
- 7:04 The University agrees that Stewards, the Chief Steward and the Unit President shall not suffer any loss of regular straight-time pay for time necessarily spent in the handling of grievances.
- 7:05 The University agrees to recognize and deal with a Union Grievance Committee made up of a Unit President, Chief Steward and a Steward for a committee of three (3).
- 7:06 If an authorized representative of the Union wants to speak to a member of the bargaining unit about a grievance or other official business, they shall advise the Supervisor, or designated representative, who shall then call the member to an appropriate place where they may confer privately. The Union Representative will make every effort to have any such meeting during the employee's non-working hours. The representative of the Union will provide the Supervisor with as much notice as possible. The Supervisor may deny the request if it unduly interferes with operations.
- 7:07 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.

ARTICLE 8: NEGOTIATING COMMITTEE

- 8:01 The University agrees to recognize and deal with a Negotiating Committee of not more than five (5) bargaining unit employees, one of which shall be the Unit President, along with the International Union Representatives and Local Union President.
- 8:02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

- 8:03 Bargaining unit employees on the Negotiating Committee will suffer no loss of regular straight-time pay for time spent in negotiations with the University when they would otherwise have been at work. These hours spent in negotiations during which the bargaining unit employees would otherwise have been at work shall count as hours worked for the purposes of the Collective Agreement.
- 8:04 Up to four (4) members of the Negotiating Committee shall each be granted as preparation time two days off with pay at eight (8) hours' regular straight-time pay. All this preparation time off work shall be scheduled at a mutually agreeable time and not more than thirty (30) days prior to the expiry of the Collective Agreement.

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 step may also be satisfied by the Union raising the complaint with the immediate supervisor on behalf of the employee or group of employees, in which case the appropriate Human Resources representative or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the appropriate Human Resources representative. The parties will attempt to resolve the complaint without undue delay. Failing a satisfactory settlement 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 representative within ten (10) working days after receiving the Step One decision in writing. The local Human Resources representative shall forward a copy to the Principal, Dean, Division Head, Senior Executive Director, Labour Relations or designate, or alternatively directly to Step Three. The Principal, Dean, Division Head, Senior Executive Director, Labour Relations or designate, shall, within ten (10) working days, meet with the Union Grievance Committee (not to exceed two (2) in number) in a further attempt to resolve the grievance. The Principal, Dean, Division Head, Senior Executive Director, Labour Relations or designate shall, within a further ten (10) working days, give their decision in writing to the Union.

Step Three

If the grievance remains unsettled at the conclusion of Step Two, the written grievance may be advanced by notifying the local Human Resources representative who shall forward a copy to the Vice-President, People Strategy, Equity & Culture or designate within ten (10) working days after receiving the Step Two decision in writing. The Vice-President, People Strategy, Equity & Culture or designate shall, within fifteen (15) working days, hold a meeting with the Union Grievance Committee (not to exceed three (3) in number), the Local Union President, and a staff representative of the Union, or designate, in a further attempt to resolve the grievance. The Vice-President, People Strategy, Equity & Culture or designate shall, within a further ten (10) working days, give their decision, in writing, to the Union.

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

9:02 At each step of the grievance process the University representative may have with them, at any grievance meeting, an equal number of University representatives to

the number of Union Representative. 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.

ARTICLE 10: DISCHARGE AND DISCIPLINARY ACTION

10:01 Subject to paragraph a), employees in the bargaining unit may be terminated at any time at the sole discretion of the University. The parties agree that an arbitrator has no jurisdiction to relieve against the discharge or substitute or provide any other remedy in the case of discharge, unless the discharge was discriminatory contrary to Article 3:01 of this Agreement.

- a) Notwithstanding the above, employees who have worked in the same casual position with an appointment of at least sixty percent (60%) for more than six (6) months of active employment may file a grievance alleging that they have been discharged without cause if a written statement of such grievance is lodged at Step One of the grievance procedure within fifteen (15) working days after the employee received notice of discharge.
- b) For clarity, it is understood and agreed that paragraph a) does not apply to the ending of a casual employee's employment for any of the following reasons:
 - The end of the term for which the casual employee was engaged, whether this was a term that was for a specific time period or a term necessitated by another employee being on a leave of absence of uncertain duration;
 - The completion of the task for which the casual employee was hired;
 - Reduction or elimination of funding; or
 - Any other reasons related to operational or budgetary conditions.

10:02

- (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 University will send for a Union Steward without undue delay and without further discussion of the matter with the employee concerned. If requested, the Union shall send a Steward or other authorized Union Representative immediately and without undue delay.
- (b) Where an employee is required by their manager to participate in 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.

- 10:03 Any notice of disciplinary action which is intended to form a part of an employee's employment record shall be given in writing with a copy to the Union. All such notices or records shall be permanently removed from the employee's file when twenty-four (24) months have elapsed since the date of issue, provided there has been no recurrence of a similar infraction.
- 10:04 An employee whose shifts are cancelled due to or pending an investigation and/or fact finding will be notified in writing with a copy to the Union.

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:

Rob Herman
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 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.

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 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, 439 University Avenue, 22nd Floor, Toronto, Ontario, M5G 1Y8, and the Staff Representative (Toronto) or designate, United Steelworkers, 25 Cecil Street, Toronto, Ontario, M5T 1N1.

ARTICLE 13: LEAVES OF ABSENCE

- 13:01 Unless explicitly stated otherwise, in this Article "year" shall mean a July to June year.

Union Leave

13:02 Employees who are elected as Union Stewards, Chief Steward or Unit President shall be granted a union leave of absence without pay by the University provided the leave will not unduly interfere with operations. The Union will provide as much notice as possible for the leave, but in no event shall less than fourteen (14) calendar days' written notice of the names of employees in respect of whom leave is being requested be given. The written notice shall be sent to the Senior Executive Director, Labour Relations or designate who shall notify the appropriate supervisors. Such leaves shall not exceed five (5) days per year in total per employee.

An employee will be responsible to trade shifts with another employee for the date(s) of a union leave. Where the employee can demonstrate that this is not possible, the University will continue to pay the employee and the Union will be required to reimburse the University for regularly scheduled hours not worked by the employee as a result of the union leave.

Time spent on union leave of absence in accordance with this Article during which the bargaining unit employee would otherwise have been at work shall count as hours worked for the purposes of the Collective Agreement.

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 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.

ESA Leaves of Absence

13:04 An employee is entitled to take the paid and/or unpaid leaves of absence set out in the Employment Standards Act, 2000, subject to any applicable provisions of that Act in respect of those leaves, including but not limited to, any eligibility criteria or evidentiary requirements.

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 three (3) scheduled shifts 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.

ARTICLE 15: PAYMENT FOR INJURED EMPLOYEES

15:01 In the event an employee is injured in the performance of their duties such that the employee is required to stop work and receive medical treatment the employee will receive their regular pay for that work day. If the injury is such that transportation immediately following the injury is required, the University will provide, or arrange for, suitable transportation to a hospital, the employee's home or other appropriate location.

ARTICLE 16: BEREAVEMENT LEAVE

16:01 The University will grant up to five (5) consecutive days of leave with no loss of pay for scheduled shifts at the time of death of an employee's spouse or same-sex partner, children (including step-children), grandchildren, parents, parents-in-law,

sibling (including step-brother, step-sister), brother-in-law, sister-in-law, and grandparents, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend).

If shift(s) for the employee have not yet been scheduled at the time the need for the bereavement leave arises, but would have been scheduled in the absence of the bereavement leave, then the employee will be paid for any shift(s) that would have been scheduled if the employee were not on bereavement leave during the five (5) consecutive day leave period.

For clarity, scheduling in all circumstances is determined at the sole discretion of the employee's supervisor.

ARTICLE 17: HEALTH AND SAFETY

17:01 The University is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe conditions on its premises. The University endeavours to provide a hazard free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programmes and procedures.

17:02 The University requires that health and safety be a primary objective in every area of its operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.

The University shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment.

17:03 Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community.

17:04 The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work in accordance with the *Occupational Health & Safety Act of Ontario* where there is an immediate danger to their health and safety or health and safety of others.

17:05 Employees will wear, and the University will supply, protective clothing and other devices which the University requires employees to use to protect employees from injuries arising from their employment.

17:06 The University will provide the Union with copies of all Workplace Safety and Insurance Board (WSIB) Form 7 Employers' Report of Injury/Illness for members injured on the job.

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 the 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 Work 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.

Pregnancy

17:08 In assessing the health and safety of work, the University shall consider the special risks that may apply during pregnancy. Pregnant employees may request a workplace assessment by the Office of Environmental Health and Safety. The employee will have the right to have a Union Representative in attendance during the assessment. Where risks or hazards are identified by EH&S through such an assessment the University will arrange reasonable accommodation where appropriate.

Whistleblower Protection

17:09 The University is responsible for notifying the appropriate authorities in accordance with the appropriate federal, provincial, and municipal environmental legislation if there is a release of a hazardous substance to the air, earth or water system.

Employees first have a duty to report such releases to the immediate supervisor or designate in accordance with the *Occupational Health and Safety Act of Ontario*. In response, the supervisor has a responsibility to ensure the appropriate investigation reporting and remedial actions are taken without delay, in conjunction with the Joint Health and Safety Committee.

All provisions within the *Occupational Health and Safety Act of Ontario* must first be exhausted.

No employee shall be discharged, penalized or disciplined in the event of good faith reporting to the appropriate regulatory authority of a release of a hazardous substance.

Accommodation / Return to Work

17:10 The University recognizes its duty to accommodate the disabilities of the bargaining unit members under the *Ontario Human Rights Code*.

- (a) The University agrees to recognize and, to the extent outlined in this article, to deal with one (1) of the three (3) members of the Union Accommodation Committee as determined under Article 20:06(a) of the USW Staff-Appointed Collective Agreement. This representative may deal with accommodation issues involving those employed under this Collective Agreement. The University further agrees that the Unit President for the USW Casual bargaining unit may also be involved in dealing with accommodation issues involving those employed under this Collective Agreement.
- (b) Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, the Union may assign a member of the Accommodation Committee to represent the employee. The University may also request that the Union appoint a member of the Accommodation Committee to participate in discussions regarding a particular case before a dispute arises. The University shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to representation.
- (c) With the written consent of the employee, the member of the Accommodation Committee shall have access to any relevant medical information related to the accommodation and/or return to work of the employee.

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

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

ARTICLE 18: PUBLIC 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.

ARTICLE 19: VACATION PAY

19:01 Employees shall be entitled to vacation pay in accordance with the *Employment Standards Act, 2000*.

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.

ARTICLE 21: WAGES

21:01 Effective July 1, 2023, the minimum rate of pay shall be eighteen dollars (\$18.00) per hour.

Effective July 1, 2024, the minimum rate of pay shall be nineteen dollars (\$19.00) per hour.

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.

ARTICLE 22: TERMINATION

22:01 This Agreement shall be effective from July 1, 2023 by both parties and shall continue in effect up to and including the 30th day of June, 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.

ARTICLE 23: BULLETIN BOARDS

23:01 The University will make available bulletin boards in areas accessible to employees in the workplace for the purpose of posting notices of Union meetings and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. The University shall notify the Union of the location of all such bulletin boards and shall provide the Union with keys for any locked bulletin boards. It is understood and agreed that these bulletin boards are the same as those made available under Article 16 of the USW Staff-Appointed Collective Agreement and will be utilized on a shared basis.

ARTICLE 24: HIRING

24:01 Casual employees 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.

ARTICLE 25: HOURS OF WORK

25:01 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.

25:02 An employee is entitled to take the hours free from work, eating periods and breaks as set out in the *Employment Standards Act, 2000*.

ARTICLE 26: UNION MEETINGS

26:01 Employees 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 their manager in advance of the meeting. Attendance at such meetings will be without pay.

ARTICLE 27: PERSONNEL FILE

27:01 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.

ARTICLE 28: CESSATION OF EMPLOYMENT

28:01 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.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on February 16, 2024.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:



Kelly Hanmer Moppet
Vice-President, People, Strategy, Equity & Culture



S. I. Drummond
Secretary of Governing Council

AND

UNITED STEELWORKERS



Colleen Burke



Scott Eldridge



John Ankenman

**SCHEDULE A – USW STAFF APPOINTED SALARY GRID “HIRE RATES”
APPLICABLE TO ARTICLE 21: WAGES**

July 1, 2023

July 1, 2024

July 1, 2025

PSG	HIRERATE
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

PSG	HIRERATE
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

PSG	HIRERATE
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

LETTER OF INTENT: WAGE INCREASES WHERE RATES FOR CASUALS ARE LINKED TO STAFF-APPOINTED RATES

November 15, 2021

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

Dear Ms. Burke,

The University acknowledges that some Casual employees are paid at rates that are determined by the department in relation to the Staff-Appointed rate for positions with similar duties. The University also acknowledges that some of these Casual employees may not have received standardized increases in their rate of pay, corresponding to the ATB increase provided to the linked Staff-Appointed rate.

The University will advise departments that where Casual rates of pay are assigned in this manner, Casual employees should receive an increase in their rate of pay when the casual is employed by the University at the time of Staff-Appointed wage increases. This will be monitored over the life of this Collective Agreement.

This letter will not provide retroactive increases to anyone in the bargaining unit.

Where a Casual employee ceases to be paid at a rate determined by the department in relation to a Staff-Appointed rate, the Casual employee will be issued a new letter of offer in accordance with Article 24.

The University, where requested by the Union, will meet to discuss concerns that may arise regarding the application of this Letter of Intent to a specific individual or individuals.

The University shall provide information reasonably requested by the Union related to specific individuals and whether the terms of this Letter of Intent apply to said individuals.

Yours truly,



Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT: CASUAL BARGAINING UNIT DATA

November 15, 2021

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

Dear Ms. Burke,

Over the life of the Collective Agreement, the University will, at the request of the Union, discuss the possibility of providing additional data under Article 12:01 with respect to members of the Casual bargaining unit.

Yours truly,



Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING: E-MAIL ADDRESSES

November 15, 2021

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

Dear Ms. Burke,

The Governing Council of the University of Toronto and the United Steelworkers agree that during the life of the Collective Agreement the University may require USW members to have active University of Toronto e-mail addresses that are compatible with Employee Self Serve. It is not the University's intention to rely on e-mail as the sole means of communication with the employees during the term of this Collective Agreement. The University recognizes that at this time not all employees either own or have access to equipment that would allow them to utilize e-mail addresses.

Yours truly,



Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT: SCHEDULED DEPARTMENTAL ORIENTATION SESSIONS FOR NEW EMPLOYEES

November 15, 2021

Last Revised: February 16, 2024

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

Dear Ms. Burke,

The University will endeavour to notify the Union in writing not later than five (5) calendar days prior to scheduled departmental orientation sessions 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.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT: USE OF TEMPORARY OFFICE STAFFING AGENCIES

November 15, 2021

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

Dear Ms. Burke,

Where the University intends to utilize the services of a temporary office staffing agency, the University's in-house staffing service "UTemp" will be contacted first and only be utilized to provide the temporary staff. External agencies will be used only in situations where UTemp is not able to provide the required staff within the required time frame.

Yours truly,



Alex Brat
Senior Executive Director, Labour Relations

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

November 15, 2021

Last Revised: February 16, 2024

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

Dear Ms. 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 Labour Management Committee, and added to this letter upon mutual agreement of both parties.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

**LETTER OF INTENT: DEFINITION OF CASUAL – WORKER – NON
UNIVERSITY OF TORONTO STUDENTS**

November 15, 2021

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

Dear Ms. Burke,

The University and the Union acknowledge that the items set out in this letter of intent do not apply to full-time students of the University of Toronto who are registered in a degree program.

The University and the Union agree in principle that the following types of employees are covered by the Staff-Appointed Collective Agreement, and should not be considered casual:

- (1) Employees with no predetermined end date who hold positions that are considered by the employing unit as part of the regular staff complement of the unit, or
- (2) Employees hired on a term where the intent at the time of hiring is to have the term extend for at least six (6) months.

Employees are likely to be considered casual when hired to work on an infrequent, irregular, or intermittent basis, or if they are hired to work regularly scheduled hours for a period of less than six (6) months.

The University will advise managers that where the initial intent is to hire casual staff on a term of less than six (6) months, and where the employing unit subsequently identifies that the work is likely to extend beyond six (6) months, the employing unit should consult with Human Resources to determine if the position should be posted to the Staff-Appointed Bargaining Unit.

Yours truly,



Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT RE: BIOMETRICS

November 15, 2021

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

Dear Ms. Burke,

The University agrees that before introducing the use of biometrics for any bargaining unit members, the University will meet with the Union and discuss the rationale. This does not preclude the Union from filing a grievance.

Yours truly,



Alex Brat
Senior Executive Director, Labour Relations

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

November 15, 2021

Last Revised: February 16, 2024

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

Dear Ms. Burke,

The University agreed to meet with the Union during the term of the 2023 – 2026 renewal Collective Agreement to 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 2023 – 2026 renewal Collective Agreement.

Yours truly,



Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT: CONVERSION TO STAFF-APPOINTED STATUS

November 15, 2021

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

Dear Ms. Burke,

During the recent collective bargaining negotiations, the Union expressed concern about situations where some bargaining unit employees have met the criteria for conversion to staff-appointed status as set out in Article 2:02 yet have not been converted to staff-appointed status in accordance with that Article.

To address this concern, the University will undertake a review of all Casual employees in the bargaining on a quarterly basis each year of the Collective Agreement. The University shall determine which, if any, Casual employees meet the criteria set out in Article 2:02 and convert those Casual employees who meet the criteria to staff-appointed status in accordance with the applicable provisions of the Collective Agreement.

For clarity, the University shall undertake the first such review on or about November 1, 2021 and shall determine which, if any, Casual employees meet the criteria set out in Article 2:02 as of that date. The University shall convert those Casual employees who meet the criteria to staff-appointed status in accordance with the applicable provisions of the Collective Agreement.

Yours truly,



Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT: ACCESS TO TIMESHEET INFORMATION

November 15, 2021

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

Dear Ms. Burke,

A casual employee who, on an objective basis, has reason to believe that they are either at or beyond the point at which they may convert to staff-appointed status under Article 2:02, may, upon ten (10) working days written notice to their Divisional Human Resources office, request access to their timesheet information for the relevant time period in respect of conversion.

Yours truly,



Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE

November 15, 2021

Last Revised: February 16, 2024

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

Dear Ms. Burke,

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. 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

LETTER OF INTENT: DEPARTMENTAL DATA REGARDING EMPLOYMENT OF CASUAL EMPLOYEES

November 15, 2021

Last Revised: February 16, 2024

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

Dear Ms. Burke,

The University agrees that current employment levels in casual positions may be reviewed at the 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

LETTER OF INTENT: CASUAL JOB NOTICES BOARD

November 15, 2021

Last Revised: February 16, 2024

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

Dear Ms. Burke,

Within ninety (90) days of the ratification of this Collective Agreement, the University and the Union agree to meet at a 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

LETTER OF INTENT: EMPLOYMENT EQUITY

November 15, 2021

Last Revised: February 16, 2024

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

Dear Ms. Burke,

Within ninety (90) days of the ratification of this Collective Agreement, the University and the Union agree to meet at a 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

LETTER OF INTENT: STANDARDIZED PATIENT PROGRAM

November 15, 2021

Last Revised: February 16, 2024

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

Dear Ms. Burke,

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

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT: PROFESSIONAL DEVELOPMENT

November 15, 2021

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 will discuss the feasibility of professional development of casual employees during Staff-Appointed Career Development & Talent Retention working group meetings.

Yours truly,



Alex Brat
Senior Executive Director, Labour Relations

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

November 15, 2021

Last Revised: February 16, 2024

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 will discuss matters pertaining to casual employees working in Research Assistant related roles during Labour Management meeting(s).

Yours truly,



Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT: U OF T EMPLOYEES SIGN-IN PORTAL ON JOBS.UTORONTO.CA

November 15, 2021

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

Dear Ms. Burke,

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

Yours truly,



Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT: HEALTH CARE BENEFITS

February 16, 2024

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

LETTER OF INTENT: CRISIS IDENTIFICATION AND REFERRAL TRAINING

February 16, 2024

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

LETTER OF INTENT: SCOPE

February 16, 2024

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

LETTER OF INTENT: DISCONNECTING FROM WORK

February 16, 2024

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

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.

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

February 16, 2024

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.
- 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

APPENDIX X: SCHOOL OF CONTINUING STUDIES – ENGLISH LANGUAGE PROGRAM

COLLECTIVE AGREEMENT

For the “School of Continuing Studies – English Language Program” “CASUAL”
Bargaining Unit

- BETWEEN -

The Governing Council of the University of Toronto

- AND -

THE UNITED STEELWORKERS

Term of Agreement: July 01, 2017 to June 30, 2020

All of the provisions of the Casual Collective Agreement apply to the casual ESL instructors employed at the School of Continuing Studies, English Language Program except for the following articles:

- 19:01 – Wages
- Letter of Intent: Wage Increases where Rates for Casuals are Linked to Staff-Appointed Rates
- Letter of Intent: Use of Temporary Office Staffing Agencies
- Letter of Intent: Posting for University of Toronto Student Casual Positions
- Letter of Intent: Definition of Casual Worker – Non-University of Toronto Students
- Letter of Intent: Orientation for New Employees in Hart House, Division of University Advancement and the Faculty of Kinesiology & Physical Education – Pilot Project

The following articles of the Collective Agreement apply to the casual ESL instructors employed at the School of Continuing Studies, English Language Program as amended:

ARTICLE X2: CONVERSION (REPLACING ARTICLES 2:02 AND 2:03)

The following type of non-staff appointed employees covered by the USW Local 1998 Casual Collective Agreement Appendix for ESL Instructors within the English Language Program, School of Continuing Studies will, if they satisfy the criteria set out in (1) below, be deemed to be non-probationary staff appointed employees covered by the applicable terms and conditions of the staff-appointed Collective Agreement. The

parties agree that only employees meeting the criteria set out in (1) below will convert; positions will not convert. The parties agree that ESL Instructors within the English

NOTE - All of the provisions of the Casual Collective Agreement apply to the casual ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.

Language Program, School of Continuing Studies, are a closed group to which no other non-staff appointed employees could be added, other than by the express written agreement of the parties to amend this Article, and the parties do not intend that an arbitrator has the jurisdiction to expand the type of employees beyond that specifically set out below:

- (1) Persons who have worked as an ESL Instructor carrying a full work course load in the full time program within the English Language Program, School of Continuing Studies under the Appendix X provisions of the USW Local 1998 Casual Collective Agreement, and who have completed 132 weeks of work within a five (5) year period will, at that time, become covered by the terms and conditions of the staff-appointed Collective Agreement. Work to be included in the counting of 132 weeks will not include night class or weekend work in the School of Continuing Studies/English Language Program nor work performed at less than a full course load.
- (2) Seniority for a non-staff appointed employee converted to staff-appointed status as under paragraph (1) above will be calculated based on the date the employee commenced casual employment qualifying under paragraph (1) above (i.e. 132 weeks prior to conversion).
- (3) For the purposes of this article only, employees selected by the Employer to work in the Green Path Program will receive five (5) weeks towards the conversion limit, in addition to regularly worked weeks during the Program each time they work in the Program.
- (4) For casuals who have been employed for at least thirteen (13) weeks and who take pregnancy, primary caregiver, adoption and/or parental leaves, the leave time will not count towards their five (5) year period. At the end of their leave, the five (5) year clock will resume.

ARTICLE X13: LEAVES OF ABSENCE

13:01 Unless explicitly stated otherwise, in this Article “year” shall mean a July to June year. The parties agree that leaves should be scheduled so as not to disrupt contact hours.

Union Leave

13:02 Employees who are elected as Union Stewards, Chief Steward or Unit President shall be granted a union leave of absence without pay by the University provided

NOTE - All of the provisions of the Casual Collective Agreement apply to the casual ESL instructors employed at the School of Continuing Studies, English Language Program, except as specifically set out herein.

the leave will not unduly interfere with operations. The Union will provide as much notice as possible for the leave, but in no event shall less than fourteen (14) calendar days' written notice of the names of employees in respect of whom leave is being requested be given. The written notice shall be sent to the Senior Executive Director, Labour Relations or designate who shall notify the appropriate supervisors. Such leaves shall not exceed five (5) days per year in total per employee.

The University will continue to pay the employee and the Union will be required to reimburse the University for regularly scheduled hours not worked by the employee as a result of the union leave.

Time spent on Union leave of absence in accordance with this Article during which the bargaining unit employee would have otherwise been at work shall count as hours worked for the purposes of the Collective Agreement.

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 two (2) months prior to the commencement of the relief period. Relief for union service shall be limited to not more than two (2) employees from the bargaining unit at any time. The University will grant year to year extensions with at least two (2) 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.

Leaves of absence requested under this article will coincide with the beginning and end of teaching sessions.

LETTER OF INTENT: ORIENTATION

The Employer shall prepare and conduct an orientation training program for all new casual ESL Instructors. Attendance at such training sessions shall be mandatory, and shall be deemed to be time worked.

LETTER OF INTENT: PHYSICAL SPACE AND TOOLS

The School of Continuing Studies shall ensure that insofar as possible, consistent with the physical facilities available to the School, employees shall continue to have access

To computers (including Internet access), and a telephone, where such access is required for the performance of assigned duties. The Employer shall ensure that employees have appropriate storage space for the storage of course materials.

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

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

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

APPENDIX Y: CASUAL SUMMER RESIDENCE DONS EMPLOYED AT INNIS COLLEGE, NEW COLLEGE, UNIVERSITY COLLEGE, AND WOODSWORTH COLLEGE

COLLECTIVE AGREEMENT

For the “Casual Summer Residence Dons Employed at Innis College, New College, University College, and Woodsworth College” “CASUAL” Bargaining Unit

- BETWEEN -

The Governing Council of the University of Toronto

- AND -

THE UNITED STEELWORKERS

Term of Agreement: July 1, 2020 to June 30, 2023

The provisions of the Casual Collective Agreement between the University and Union apply to the casual summer residence dons employed at Innis College, New College, University College, and Woodsworth College.

Casual summer residence dons are those employees designated as such by the University, and who are working in these residences from May to August inclusive. Nothing in this Appendix requires any of the Colleges to employ casual summer residence dons.

In addition, the following supplementary provisions shall only apply to casual summer residence dons employed at Innis College, New College, University College, and Woodsworth College:

ARTICLE Y1 – RESIDENCE ROOM

Y1.01 Casual summer residence dons employed at residences located at Innis College, New College, University College, and Woodsworth College, if any, will be entitled to a residence room for the duration of their contract. Such room shall be treated as a taxable benefit in accordance with the *Income*

Tax Act, Canada Revenue Agency guidelines, and the University's usual processes.

This room is provided in recognition that casual summer residence dons may need to rapidly respond in-person to unscheduled circumstances at the residence and that living at a residence will allow them to do so.

ARTICLE Y2 – HOURS OF WORK AND ON-CALL AVAILABILITY

Y2.01 Each College will present each casual summer residence don with a schedule of their mandatory attendance days, meetings, rounds, and any accompanying timelines or deadlines, from time-to-time as those schedules are developed. The performance of all such scheduled hours of work shall be paid at the applicable hourly rate.

The University and Union agree that often a majority of duties and responsibilities of a casual summer residence don are responsive to circumstances affecting the residence and its residents and are therefore ad hoc and incapable of being scheduled. Casual summer residence dons are expected to promptly and appropriately address any and all such circumstances.

Y2.02 Each casual summer residence don shall not be scheduled for mandatory attendance days, meetings, or rounds, in excess of 44 hours per week, save and except their on-call availability, which shall not be longer than 12 consecutive hours per period of availability, unless mutually agreed.

Y2.03 Each College will make a reasonable effort to schedule periods of on-call availability on an equitable basis within each residence.

Y2.04 During a period of on-call availability, a casual summer residence don will remain at the residence and maintain access to an on-call phone and bag. However, unless a casual summer residence don is actively engaged in responding to circumstances that arise during their period of on-call availability, they will be entitled to sleep, eat, and otherwise engage in their own private affairs or pursuits and such time shall not be counted toward their hours of work and they will not be entitled to an hourly wage pursuant to Article 21 of the Casual Collective Agreement.

For clarity, a casual summer residence don will be entitled to an hourly wage (pro-rated for partial hours of work) for time spent actively responding to

circumstances that arise during their period of on-call availability. In determining the appropriate hourly wage, the University and Union agree that casual summer residence dons are not performing a significant portion of the duties of a staff-appointed position.

Y2.05 A casual summer residence don may request, no less than 72 hours prior to the commencement of the on-call availability period, approval from the College to exchange scheduled on-call availability.

LETTER OF INTENT: RESIDENCE DON MEETING SPACE

February 16, 2024

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

APPENDIX Z: STANDARDIZED PATIENT PROGRAM**COLLECTIVE AGREEMENT****For the "Standardized Patient Program" "CASUAL" Bargaining Unit"****- BETWEEN -****The Governing Council of the University of Toronto****- AND -****THE UNITED STEELWORKERS****Term of Agreement: July 1, 2020 to June 30, 2023**

The provisions of the Casual Collective Agreement between the University and Union apply to the casual employees employed in the Standardized Patient Program ("SPP").

In addition, the following supplementary provisions shall only apply to casual employees employed by the SPP:

ARTICLE Z1 – RECRUITMENT E-MAILS

Z1.01 Recruitment e-mails sent to eligible individuals on the SPP roster shall contain the following information, to the extent it is known and available at the time the e-mail is sent:

- Name of project
- SPP Job Number
- Name of SPP Project Manager
- Date(s) of work (including training and simulation)
- Location of work (including specification of whether it is in-person or online)
- Time of work
- Rate of pay
- Travel compensation, if any

- Trainer name
- Onsite supervisor/coordinator name and contact, if any
- Required attire for work, if any
- Rotation information, if any
- General information regarding the SP role, including any physical demands (e.g. heavy lifting)
- Restrictions on ability to leave site, if any
- Training time, simulation time
- Whether food is provided
- Details on recording, if any

Z1.02 Any updates to the information in the foregoing paragraph will be provided to impacted employees as soon as practicable in the circumstances.

Z1.03 Notwithstanding Article 20: Shift Cancellation, the University will provide as much notice as is practicable in the circumstances of any shift cancellations impacting casual employees in the SPP.

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