

i Agreement

Dated: 30 September 1996

Ending: 30 June 1998

Between:

**The Board of Governors of
Ryerson Polytechnic University**

Toronto, Ontario

And:

The Ontario Public Service Employees Union

Local 596

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PREAMBLE

WHEREAS the University and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the University, the Union and the employees covered by this Agreement, including determination of salaries, benefits and other terms of employment, and in providing methods for fair and amicable adjustment of disputes which may arise between them under the terms of this Agreement and;

WHEREAS the parties recognize that the educational enterprise in which the University is engaged is one which must provide a high and efficient degree of service to its students, consistent with its educational objectives;

NOW THEREFORE, the University and the Union agree as follows:

ARTICLE 1. UNION RECOGNITION

1.01 The University recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Board of Governors of Ryerson Polytechnic University in the Municipality of Metropolitan Toronto, excluding:

- (a) Officers of the Corporation;
- (b) Senior Directors and persons of equivalent or higher rank;
- (c) persons excluded by reason of their exercising managerial functions or excluded by reason of their employment in a confidential capacity in matters relating to labour relations, namely at present: #1483 Secretary to Secretary Academic Council, Academic Council; #1477 Manager, Access Centre; #1447 Program Director, Admissions/Liaison, Admissions\Liaison\Curriculum Advising; #1446 Coordinator, Admissions, Admissions/Liaison, Admissions\Liaison\Curriculum Advising; #1448 Supervisor, Application Processing, Admissions/Liaison, Admissions\Liaison\Curriculum Advising; #1445 Coordinator, Liaison & Information Services, Admissions/Liaison, Admissions\Liaison\Curriculum Advising; #1460 Coordinator, Evaluations, Admissions/Liaison, Admissions\Liaison\Curriculum Advising; #1570 Business Manager, Ancillary Services; #1151 Assistant Director, Athletics & Recreation; #1572 Recreation Program Coordinator, Athletics & Recreation; #1152 Assistant Director, Intercollegiate, Athletics & Recreation; #1480 Operations Manager, A.A.T.P.F.; #1021 Secretary to the Board, Board Secretariat; #1560 Manager, Bookstore; #1561 Assistant Manager, Bookstore; #1330 Secretary to the Director, Campus Planning; #1593 Project Planning Coordinator, Campus Planning; #2412 Project Planning Coordinator, Campus Planning; #1329 Project Planner, Campus Planning; #1013 Program Director, Arts, Continuing Education; #1006 Associate Dean, Administration, Continuing Education; #0325 Director, Health Services Management, Continuing Education; #0318 Program Manager, Nursing, Continuing Education; #1004 Program Manager, Micro Computers & Real Estate, Continuing Education; #1005 Program Director, Business, Continuing Education; #0235 Administrative Assistant, Continuing Education; #1001 Secretary to the Dean, Continuing Education; #1002 Chief Financial Officer, Continuing Education; #0230 Program Director, Business Management, Continuing Education; #0700 Program Director, Engineering & Applied Science, Continuing Education; #0232 Director, Continuing Education; #0115 Program Coordinator, Continuing Education; #7023 Program Director, Continuing Education; #1490 Coordinator, Marketing & Administration, Centre for Advanced Technology Education #1250 Supervisor, Client Support Services, Computing & Communications Services; #1120 Manager, Media Centre, Computing & Communications Services; #1189 Supervisor, Network Services, Computing & Communications Services; #1170 Supervisor, Administrative Systems, Computing & Communications Services; #1192 Supervisor, Computer Operations, Computing & Communications Services;

#1171 Manager, Administrative Computer Services, Computing & Communications Services; #1389 Supervisor, Telecommunications, Computing & Communications Services; #1225 Supervisor, Administrative Systems, Computing & Communications Services; #1240 Project Supervisor, MVS, Computing & Communications Services; #1191 Manager, Operations, Computing & Communications Services; #1211 Manager, Academic Computer Services, Computing & Communications Services; #1227 Manager, Database Administration, Computing & Communications Services; #1160 Assistant Director, Development, Alumni & Community Relations; #1040 Assistant Director, Development, Alumni & Community Relations; #0234 Manager, Administration & Records, Development, Alumni & Community Relations; #2043 Manager, Alumni Services, Development, Alumni & Community Relations; #1472 Assistant to Executive Director, Development, Alumni & Community Relations; #1162 Assistant Director, Development, Alumni & Community Relations; #2772 Coordinator, Child Care Centre, Early Childhood Education; #1537 Coordinator, Early Learning Centre, Early Childhood Education; #5297 Site Research Coordinator, Early Childhood Education; #1538 Coordinator, Gerrard Resource Centre, Early Childhood Education; #5880 Research Project Assistant, Early Childhood Education; #3980 Harassment Complaints Investigator, Equity, Harassment & Security Services; #1383 Administrative Assistant, Equity, Equity, Harassment & Security Services; #0320 Supervisor, Safety & Security Operations, Equity, Harassment & Security Services; #0321 Security Crew Supervisor, Equity, Harassment & Security Services; #1380 Acting Manager, Security & Safety, Equity, Harassment & Security Services; #4410 Research/Coordinator, Equity, Harassment & Security Services; #0323 Security Systems Administrator, Equity, Harassment & Security Services; #0327 Assistant Manager Equity, Equity, Harassment & Security Services; #0319 Security Crew Supervisor, Equity, Harassment & Security Services; #1382 Coordinator, Harassment Prevention Services, Equity, Harassment & Security Services; #1530 Secretary to Dean, Faculty of Community Services; #0339 Associate Chair, Film and Photography; #1088 Manager, General Accounting, Finance; #1086 Manager, Budget & Capital Accounting, Finance; #2084 Financial Analyst, Finance; #1080 Assistant Director, Finance, Finance; #1091 Financial Services Insurance & Administrative Officer, Finance; #1092 Manager, Fees/Cashiers Office, Finance; #1090 Payroll Manager, Finance; #1087 Senior Financial Advisor, Finance; #1082 Manager, Payroll, Finance; #1088 Assistant Comptroller, Finance; #1094 Investment & Staff Accountant, Finance; #1140 Financial Aid & Awards Officer, Financial Aid & Awards; #1581 Health Centre Assistant, Health Centre; #0324 Manager, Operations & Student Services, Hospitality & Tourism Management; #0326 Pension Analyst, Human Resources; #0380 Acting Secretary to Director, Human Resources; #1295 Manager, Pension & Benefits, Human Resources; #1300 Human Resources Advisor, Human Resources; #1295 Benefits Clerk, Human Resources; #1299 Program Manager, Employee Development, Human Resources; #1306 Supervisor, H.R.I.M., Human Resources; #1303 Human Resources Advisor, Human Resources; #1310 H.R.I.M. Analyst, Human Resources; #1297 Job Evaluation Analyst, Human Resources; #1303 Employee Relations Advisor, Human Resources; #1294 Staffing

Assistant, Human Resources; #1052 Employee Relations Assistant, Human Resources; #0333 Manager, Compensation and Job Evaluation, Human Resources; #5432 Clerical Support, Human Resources; #1291 Manager, Human Resources Administration, Human Resources; #0337 Human Resources Advisor, Human Resources; #1293 HRIS Assistant, Human Resources; #1304 Departmental Secretary, Human Resources; #1297 Compensation Analyst, Human Resources; #1304 H.R.I.M. Clerk, Human Resources; #1289 Compensation & Benefits Secretary, Human Resources; #0412 Compensation Analyst, Human Resources; #1307 Manager, Employee Relations, Human Resources; #1301 Benefits Analyst, Human Resources; #1292 Secretary to Director, Human Resources; #1304 Departmental Receptionist, Human Resources; #0397 HRIM Clerk, Human Resources; #1305 Human Resources Advisor, Human Resources; #1070 Manager, Internal Audit; #0325 Conference & Food Service Manager, International Living & Learning Centre; #5581 Librarian/Cataloguer, Library; #9015 Librarian, Library; #0902 Librarian, Library; #9007 Librarian, Library; #1112 Head, Circulation, Library; #1106 Departmental Assistant, Library; #1106 Departmental Assistant, Library; #1541 Supervisor, Mechanical Laboratories, Mechanical Engineering; #0329 Nurse Practitioner Coordinator, Nursing; #1375 Manager, Occupational Health & Safety, Occupational Health & Safety; #4441 Occupational Health & Safety Officer, Occupational Health & Safety; #1510 Secretary to the Dean, Office of the Dean, Applied Arts; #1500 Secretary to the Dean, Office of the Dean, Arts; #1520 Secretary to the Dean, Office of the Dean, Business; #0336 Information Technology Specialist, Office of the Dean, Business; #1540 Secretary to the Dean, Office of the Dean, Engineering & Applied Science; #3813 Operations Manager, Office of the Dean, Engineering & Applied Science; #1132 Assistant to the Director/International Student Coordinator, Office of the Director, Student Services; #4466 Skills Development Coordinator, Office of the Director, Student Services; #1130 Secretary to the Director, Office of the Director, Student Services; #1261 Secretary to the Director, Office of the Director, Student Services; #1031 Administrative Assistant, Office of the President; #1030 Secretary, Office of the President; #0434 Secretary, Office of the President/Board Secretariat; #1484 Secretary to the Vice President, Academic, Office of the Vice President, Academic; #0332 Secretary to Associate Vice President Academic, Office of the Associate Vice President Academic; #1060 Secretary to the Vice President, Administration & Student Affairs, Office of the Vice President, Administration & Student Affairs; #1051 Secretary to the Vice President, Faculty & Staff Affairs, Office of the Vice President, Faculty & Staff Affairs; #1486 Coordinator, Projects & Administration, Office of Research Services; #1360 Supervisor, Campus Services, Physical Plant, Operations; #1361 Caretaking Supervisor, Physical Plant, Operations; #1332 Manager, Campus Services, Physical Plant, Operations; #1328 Assistant Director, Plant Operations, Physical Plant, Operations; #1346 Supervisor, Plant Operation/Preventive Maintenance, Physical Plant, Operations; #1345 Maintenance Supervisor, Physical Plant, Operations; #1270 Manager, Purchasing; #1431 Assistant Registrar, Registrar's Office; #1420 Assistant Registrar, Timetabling, Registrar's Office; #1411 Secretary to the Registrar,

Registrar's Office; #1433 Supervisor, Processing Systems, Registration / Records; #1432 Supervisor, Registration, Registration / Records; #1430 Supervisor, Records, Registration, Records & Timetabling; #0391 Manager, Road Safety Research; #1481 Production/Projects Manager, Rogers Centre; #3979 Technical Administration & Project Assistant, Rogers Centre; #1591 Associate, New Business Development, Ryerson International; #1485 Supervisor, Administration, Ryerson International; #1590 Senior Associate, Policy & Planning, Ryerson International; #1535 Field Education Coordinator, Social Work; #1535 Fieldwork Coordinator, Social Work; #1582 Housing Manager, Student Housing Services; #1488 University Planning & Research Secretary, University Planning; #0335 Research Analyst, University Planning; #1489 Research Analyst, University Planning; #1487 Research Associate, University Planning;

- (d) persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, specifically, the official end of the winter school term to the official start of the fall school term.
- (e) persons covered by subsisting collective agreements.

ARTICLE 2. MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive right of the University to:

- (a) maintain order, discipline and efficiency;
- (b) hire, transfer, classify, assign, appoint, promote, demote, lay off and recall employees;
- (c) discipline and discharge employees for just cause, except that probationary employees may be discharged without cause;
- (d) generally to manage the University and without restricting the generality of the foregoing, the right to determine the educational objectives of the University, the right to plan, direct and control operations, facilities, programmes, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of campuses and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

2.02 The exercise of the University's rights shall be subject to all the other provisions of this Agreement.

ARTICLE 3. NO DISCRIMINATION

1/2. 3.01 There shall be no discrimination or harassment, as defined by the Ontario Human Rights Commission, practised by any of the representatives of the University or the Union with respect to any employee because of activity or inactivity in the Union consistent with this agreement, nor, in accordance with the provisions of the Ontario Human Rights Code, shall there be any discrimination or harassment by reason of race, creed, colour, age, sex, marital status, family status, nationality, ancestry, place of origin, or handicap as well as political or religious affiliation, and sexual preference.

ARTICLE 4. NO STRIKES OR LOCKOUTS

4.01 The Union agrees that there shall be no strikes and the University agrees that there shall be no lockouts as defined in the Ontario Labour Relations Act so long as this Agreement is in effect.

4/1 4.02 In the event that any employees of the University, other than those covered by this Agreement, engage in a lawful strike, employees covered by this Agreement shall not be obliged to perform work normally done by those employees.

ARTICLE 5. UNION REPRESENTATION

1/3 5.01 (a) All new employees hired after January 3, 1985 shall be required, as a condition of employment, to become and remain members of the Union within thirty (30) days of date of hiring, unless within that period the employee signifies to the University in writing with a copy to the Union that for reasons of conscience he/she does not wish to be a member of the Union.

(b) All members who were members of the Union on January 3, 1985 shall remain members as a condition of employment.

(c) All members who on January 3, 1985 were not members of the Union and who were employed prior to that date shall have the right to join the Union at any time.

(d) The Union agrees that it shall not deny membership to any employee who makes due application and pays the amounts specified by Article 5.02 or Article 5.06 below, and shall not require the University to dismiss or terminate any employee who pays such amounts.

2/1 5.02 The University agrees to deduct from the wages of each employee in the bargaining unit a specified uniform amount equivalent to the regular bi-weekly union dues.

5.03 Such deductions shall be made from the wages paid to each employee each bi-weekly pay period beginning with the month following the signing of this Agreement.

If sufficient pay is not available for the total amount of each deduction due to absence from work or after all other deductions have been made, no deductions shall be made hereunder.

5.04 (a) Deductions shall be suspended during the period of an employee's absence which is not paid, but shall be automatically resumed (not retroactively) in accordance with Article 5.02 above, upon the employee returning to work.

(b) (i) Employees temporarily excluded from the bargaining unit shall continue to pay union dues for the first four (4) months of any given assignment. After serving four (4) consecutive months in such an assignment, union dues shall no longer be deducted.

(ii) When the employee returns to the bargaining unit union dues deduction shall automatically resume.

5.05 Amounts deducted hereunder shall be paid by cheque payable and sent to the Ontario Public Service Employees Union, Director of Finance, at its Head Office, 100 Lesmill Road, North York, Ontario M3B 3P8, on or before the fifteenth day of each month following. Together with this remittance, the University will enclose a list showing the name and Social Insurance Number of each employee from whom deduction has been made.

5.06 Any changes in the amount of the regular monthly Union dues will be certified to the University by the President of the Ontario Public Service Employees Union or its appropriately authorized official. Such certification shall become effective not earlier than the commencement of the second month following the month it was received.

5.07 The Union shall indemnify and save the University harmless from any liability arising from the application of Article 5.01 to 5.05 above, except such as may result from the University's own error.

5.08 The University shall indicate on the T-4 slip the total amount of union dues paid by each member of the bargaining unit in the preceding calendar year.

ARTICLE 6. UNION REPRESENTATION '(TIME OFF FOR UNION ACTIVITIES)

6.01 (a) Paid Time Off for Union President

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The President of Local 596 shall, subject to the provisions herein, be granted three (3) days per week remission for the duration of his/her term of office. This shall be fully accounted as work time for all purposes such as wages, benefits, and vacation credits.

6.01 (b) Paid Time Off for Union Chief Steward

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The Chief Steward of Local 596 shall, subject to the provisions herein, be granted three (3) days per week remission for the duration of his/her term of office. The salary cost of such remission time shall be equally shared by the parties. This remission time shall be accounted as work time for purposes such as wages, benefits, and vacation credits.

6.01 (c) To allow for maximum efficiency and flexibility, it is agreed that this time remission will be as follows: for the President of Local 596, Wednesdays, Thursdays and Fridays; and for the Chief Steward of Local 596, Mondays, Tuesdays, and Wednesdays. Such remission shall be effective commencing one (1) month after the University receives written notice of the election of the President and Chief Steward and shall cease one (1) month after the University receives notice that their respective term of office shall end.

6.01 (d) Local Union Officers and Members

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The University shall endeavour to grant a leave of absence without pay (but with the continuation of the employer's portion of benefits or benefit premiums), for any member of the bargaining unit, for the purpose of attending conferences or seminars related to activities of the Union. If a difficulty arises with respect to the granting of any particular request, the Union may meet with the Director, Human Resources and seek to resolve any staffing difficulty that may have arisen in connection with such a request.

6.01 (e) Paid Time for Meetings

(i) The Union's designated representatives on joint Employer-Union Committees shall suffer no loss of normal salary while attending meetings with the University where their presence is required or permitted under the terms of this Agreement. It is understood that this clause applies to meetings held during the employee's normal working hours and that no overtime compensation will be granted for meetings extending beyond the employee's normal working hours.

(ii) Ratification Meeting

Members of the bargaining unit, shall, subject to operational requirements, be allowed to attend, without loss of pay or benefits, a meeting called by the local union for purposes of ratifying collective agreements, during working hours. The ratification meeting shall be set on a date mutually agreed to by the parties, and shall commence not earlier than 2:30 p.m. on that day.

(f) Advisory Committees

The Union's designated representatives on advisory or similar committees with community group representation shall suffer no loss of normal salary while attending meetings where their presence is required. It is understood that this clause applies to meetings held during the employee's normal working hours and that no overtime compensation will be granted for meetings extending beyond the employee's normal working hours.

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(g) For purposes of negotiations to arrive at this and the renewal of this Agreement, the University will recognize the Union Negotiating Committee of five (5) persons who are members of the bargaining unit. They shall be granted time off during their normal working hours to attend negotiation meetings with the University and shall suffer no loss of normal salary while attending such meetings.

It is understood that this clause applies to meetings held during the employee's normal working hours and that no overtime compensation will be granted for meetings extending beyond the employee's normal working hours.

(h) Paid Time for Grievance and Arbitration

The University agrees to the following scale of time off with pay and benefits for time spent during an employee's regular hours of work:

(i) Complaint Stage (Article 7.02):

Union Steward and complainant for presentation of complaint to management.

(ii) Grievance Meeting (Article 7.04):

Union Steward, Chief Steward and grievor for duration of meeting.

(iii) Arbitration:

Union Steward, Chief Steward, and grievor for days of hearing and subpoenaed bargaining unit members for the days actual testimony is given by each.

It is understood that this clause applies to meetings held during the employee's normal working hours and that no overtime compensation will be granted for meetings extending beyond the employee's normal working hours.

6.02 Employee's Right to Representation

At the request of an employee, she/he may have a steward present at any meeting to which the employee is called to discuss the employee's behaviour, conduct, attendance record or job performance.

6.03 Joint Consultation Meetings

The parties agree that it is vital to assure prompt and effective communications on all matters affecting the relationship or the well-being of the members of the bargaining unit. Both parties will therefore make every effort to communicate promptly and openly on all such matters of interest and will arrange meetings between the Local Union Officers and responsible officials of the University regularly and as the need arises. Such meetings may be called on a reasonable basis by either party, indicating the general purpose and proposed content of the meeting and shall take place at a mutually agreeable place and time. Meetings under this provision shall not be used to deal with matters to be dealt with in negotiations for renewal of this Agreement or matters that may be the subject of the grievance procedure.

6.04 Attendance of Union Staff Representative

The Employer agrees that a Staff Representative of the Union shall have the right of access to the premises during working hours to attend any meeting between the parties at the request of the Local Union as provided in this Agreement and to assist the Local as may reasonably be required. The Union agrees that such visitation by the Staff Representative shall not in any way interfere with work being performed by employees of the University.

6.05 Notification to Employer of Union Officers

- (a) The Union shall notify the Employer in writing of the names of the Stewards, Local Executive Officers and Committee members, and of any changes that may occur therein from time to time. The Employer shall not be required to recognize a Union Officer or Steward until his/her name has been certified to the Employer in writing by the Union.

- (b) A member of the Union Executive (including stewards and committee members) shall request permission to leave the work place from his/her supervisor, as far in advance as possible of the scheduled meeting. Subject to operational requirements, permission shall normally be granted. Should operational requirements preclude the local union representative from attending the meeting, at the employee's request, the meeting shall be rescheduled to a more suitable time.
- (c) Normally such meetings shall be held during regular working hours. However, when operational requirements warrant it, they may be held outside the regular working hours, by mutual consent.

6.06 Local Union Office and Use of University Services

The Employer shall provide to the Union for its exclusive use furnished office accommodation in a convenient location in one of the University buildings. Such accommodation shall be free of charge.

The use of facilities and services of the University (such as duplicating, xerox, computer services) shall be made reasonably available to the Union subject to priorities determined by the University in its discretion and subject to such charges for the use of such facilities and services as the University may, from time to time, establish.

6.07 Space for Meetings

Subject to space availability, the Employer agrees to endeavour to provide space for meetings of the Local Union within the University.

6.08 Information to the Union

The University agrees to provide all information required to assist the Local Union in representing the members of the bargaining unit including:

- (a) The Local Union shall be advised each month of all hires, changes in classification (including maternity leave, Long Term Disability and leaves of absence), transfers between departments, terminations, addresses for new hires and changes of address.
- (b) The Local Union shall receive annually a list containing the names of all employees, their salary rates and corresponding job classification level or grade.
- (c) The Local Union will be advised of the filling of any vacancy within the bargaining unit.

- (d) The local union shall be advised of any underfills prior to the scheduled meeting in which the offer of employment and the terms and conditions of the underfill are discussed with employee.
- (e) The local union shall receive on a monthly basis a list of all career and term positions greater than four months commonly referred to as the establishment list. The list will reflect the position title, grade, incumbent, position numbers, and any other relevant comments. In the case of term positions, the start and end dates of the position will also be included.

ARTICLE 7. GRIEVANCES AND COMPLAINTS

7.01 Definition

A grievance is an allegation by an employee (or the Union as specified under Article 7.03 below) of a contravention of the provisions of this Agreement. The written grievance shall state the nature of the complaint and the remedy sought.

7.02 (a) Complaints

- (i) An employee who has a complaint shall first raise the matter with the most immediate non-bargaining unit supervisor in his/her department and give that person an opportunity to discuss and adjust the matter. Such a discussion shall take place within six (6) working days after the circumstances giving rise to the matter have occurred, this period shall be reasonably extended if the circumstances, such as the employee's absence, warrant.
- (ii) The employee may be accompanied by a representative of the Union (e.g. the appropriate Steward), during such discussion if the employee wishes.
- (iii) The first line supervisor may be accompanied by another excluded employee (except the first line supervisor's superior) at any complaint stage meeting.
- (iv) A decision regarding any adjustment shall be made and communicated to the employee by the immediate supervisor within the next five (5) working days following the discussion. If the decision is not satisfactory or if none is communicated within the above time limit referred to above, the employee may, at his/her option, refer the matter within five (5) working days to the immediate supervisor's superior at the managerial level, who shall then make and communicate his/her decision within the next five (5) working days.

- (v) If the employee does not choose to involve the higher level superior referred to above, or if the latter's decision is not satisfactory or is not forthcoming within the time limit prescribed, the employee may lodge a grievance.

(b) Complaint Concerning Job Postings

An employee who is unsuccessful as a result of a job posting process, as provided in Article 15, and disagrees with the decision made concerning his/her candidacy shall first give the hiring manager an opportunity to meet and discuss the recruitment process and provide the employee with the rationale for his/her decision. The hiring manager may be accompanied by another excluded employee at such a meeting.

Such a meeting/discussion shall take place within (6) working days after the decision was communicated to the employee concerned by the Human Resources Department.

This period shall be reasonably extended if the circumstances, such as the employee's absence, warrant. The employee may be accompanied by a representative of the Union (e.g. the appropriate Steward), during such discussion if the employee wishes.

A decision regarding any adjustment shall be made and communicated to the employee by the hiring manager within the next five (5) working days following the discussion. If the decision is not satisfactory or if none is communicated within the time limit referred to above, the employee may lodge a grievance.

7.03 Filing a Grievance

A grievance shall be lodged by filing the same on a Union-provided Grievance Form with the Director, Human Resources. Any grievance by an employee shall be filed within five (5) working days after the expiry of the time limits set out in Article 7.02 above, for the communication of the decision; and any grievance by the Union within five (5) working days after the circumstances giving rise to the grievance have occurred or have reasonably come to the attention of the Union. A grievance by the Union (Union grievance) is a grievance concerning the bargaining unit as a whole, or any segment thereof, or the Union itself; if the Union acts on behalf of an individual employee, the grievance remains an employee grievance and is governed by all the provisions applicable to employee grievances including the provision of Article 7.02 above.

7.04 Processing a Grievance

Within ten (10) working days following the receipt of the Grievance, the Director, Human Resources shall give the opportunity to have the grievance presented at a meeting arranged for that purpose. In addition to the employee(s) concerned, up to three (3) representatives of the Local Union, for example, the appropriate Steward, the Chief Steward and the Local President as well as a Staff Representative from the Ontario Public Service Employees Union

shall have the right to be present. The Director, Human Resources may invite to the meeting such other persons (for example, the appropriate Supervisor, Manager, Director or Dean), as he/she considers advisable to a maximum of five (5). He/she shall render his/her decision on the grievance in writing either at the meeting or within (10) working days from the conclusion of the meeting.

7.05 Answering a Grievance

If the decision of the Director, Human Resources is not satisfactory or if none is communicated within the time limit referred to above, the grievance may be submitted--within ten (10) working days after the expiry of the time limit set out in Article 7.04 above, for the written communication of the decision of the Director, Human Resources--by the Union to arbitration as set forth in Article 9.01.

7.06 University Grievance

In the case of a grievance by the University all the time limits shall be the same as stipulated above for a Local Union grievance. The grievance shall be submitted to the President of the Local Union, and he/she shall make his/her decision in writing after a meeting with representatives of the University in the presence of such Local Union representatives as he/she considers appropriate.

7.07 Time Limits for Processing Grievances

- (a) Any grievance not submitted nor advanced within the time limits provided in the above grievance procedure shall be deemed to have been abandoned. No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure.
- (b) Time limits provided in this Article 7 may be varied or extended by specific written agreement of the parties in any particular proceeding.

7.08 The termination of the employment of a probationary employee shall not be the subject of a grievance.

7.09 Where in this Article 7 the Director, Human Resources is charged with certain actions these actions may in lieu be performed by another appropriate official appointed for this purpose by the University.

7.10 Union Staff Representative

The Union Staff Representative may assist in the preparation or presentation of a written grievance at any step of this procedure as requested by the Local Union.

7.11 Discharge, Suspension, and Alleged Improper Separation from Employment

Where a grievance alleges unjust dismissal, suspension, or improper separation from employment, the complaint stage under Article 7.02 above, shall be by-passed and the grievance shall be filed with the Director, Human Resources within five (5) days of dismissal, suspension, or separation from employment. The employer shall provide a copy of the notice of discharge, suspension, or separation of employment, to the Local Union President at about the same time that such notice is provided to the employee.

ARTICLE 8 - DISCRIMINATION/HARASSMENT COMPLAINT(S) AND GRIEVANCE PROCESS

8.01 Options of Process

The employee shall have the right to choose the process by which his/her complaint is resolved. He/she may select the process outlined below or the process outlined in the University's Policy on Harassment. At any point in the process the complaint may be referred to the Human Rights Commission.

8.02 **An** employee who has a complaint of harassment or discrimination as defined in Article 3.01 shall first raise the matter with the most senior non-bargaining unit manager (director, chair, dean etc.) in his/her department by submitting in writing the nature of his/her complaint and the remedy sought. The time limits set out in Article 7.02 do not apply to complaints under this section, provided that the complaint is made within a reasonable time of the conduct complained of and having regard to all the circumstances. Should the circumstances warrant, the complaint may be raised with the next higher level of management in the appropriate line structure.

8.03 Step 1 - Complaint Investigation

- (a) The manager shall within five (5) working days schedule a meeting with the complainant and obtain all relevant details from him/her concerning the allegation(s) of discrimination/harassment. The manager shall record and document all relevant details concerning the complaint.
- (b) Within fifteen (15) working days of such meeting, the manager shall complete an investigation of the complaint by meeting with each of those concerned including the alleged harasser.

- (c) On completion of the investigation the manager shall determine the appropriate course of action to be taken, and he/she shall communicate in writing within ten (10) working days his/her decision to the complainant which shall include a copy of the report and will outline the conclusion(s) drawn, decision(s) reached and action(s) which shall be taken concerning the disposition of the complaint. A copy of all written communication shall be forwarded to the Director, Human Resources.
- (d) Where the manager does not have jurisdictional authority over the respondent, the manager shall involve the appropriate line manager in the investigation.

8.04 Step 2 - Grievance

- (a) If the complainant is not satisfied with the written response received from the manager within ten (10) working days of the receipt of such written response he/she may forward a written grievance to the Director, Human Resources,
- (b) On receipt of the formal written grievance, the Director, Human Resources or his/her designate shall schedule a meeting with the complainant to review the complaint, determine the areas of disagreement or dissatisfaction with the communication and the remedy sought by the complainant.
- (c) The Director, Human Resources or his/her designate shall then schedule a meeting with the investigating manager(s) and review all documentation, report(s) and evidence upon which the manager's decision was made, and if warranted conduct his/her investigation of the alleged incident(s). The Director, Human Resources or his/her designate shall complete his/her investigation within thirty (30) working days of receipt of the grievance.
- (d) At the completion of the investigation, the Director, Human Resources or his/her designate, shall within ten (10) working days schedule a meeting with the complainant and shall communicate the results of the investigation including conclusions reached and disposition of the grievance.
- (e) The Director, Human Resources or his/her designate shall then further communicate his/her decision in writing to the complainant within ten (10) working days of the scheduled meeting referred to above.

8.05 Step 3 - Arbitration

- (a) If the 'decision of the Director, Human Resources or his/her designate is not satisfactory or if none is communicated within the time limits referred to above, the grievance may be submitted - within ten (10) working days after the expiry of the time limit set out above for the written communication of the decision of the Director, Human Resources or his/her designate - by the union to arbitration as set forth in Article 9.01.

8.06 Time limits for Processing Harassment Grievance

- (a) No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure outlined above.
- (b) Time limits provided for in this Article may be varied or extended by specific written agreement of the parties in any particular proceeding.

8.07 Representation During Investigation

- (a) The manager(s) investigating allegation(s) of harassment shall be permitted to be accompanied by another non-bargaining unit member during the entire investigation process.
- (b) The employee shall have the right to be accompanied by a union representative at all and any meetings during the investigation process.

8.08 Confidentiality

- (a) All University representatives who are privy to information, or in possession of documentation pertaining to matters/incidents involving harassment, shall hold such in strict confidence. This shall include refraining from discussions or releasing information in any form, except as required by law.
- (b) **All** other parties, involved in, or privy to, information concerning matters/incidents involving harassment shall likewise refrain from divulging such information or documentation in any way that might damage reputations or influence the course of proceedings.

ARTICLE 9. GRIEVANCE ARBITRATION

- 9.01 If the University or the Union requests that a grievance, as above provided, be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint its nominee. Within ten (10) working days thereafter the other party shall appoint its nominee and notify the other party. The two nominees so nominated shall, within ten (10) working days of the nomination of the latter of them, attempt to settle by agreement the selection of the third person to be a member and chairperson of the Arbitration Board. If they are unable to agree on such a chairperson, they may then request that the Minister of Labour for Ontario assist them in the appointment of a chairperson. In the event of default by either party in nominating their representative to the Arbitration Board, the other party may apply to the Minister of Labour for Ontario who shall have power to effect such appointment.
- 9.02 No person may be appointed as a nominee or chairperson who has been directly or indirectly involved in an attempt to negotiate or settle the grievance.
- 9.03 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or give any decision inconsistent with the terms and provisions of this Agreement.
- 9.04 Each of the parties hereto will bear the fee and expenses of the nominee appointed by it and the parties will equally share the fees and expenses of the chairperson of the Arbitration Board.
- 9.05 Notwithstanding any of the foregoing, where the parties agree in writing, the matter may be heard and determined by a sole arbitrator instead of a Board of Arbitration. In such a case, the provisions of this Article relating to the Board of Arbitration apply mutatis mutandis, and the parties shall share equally the fees and expenses of the arbitrator.
- 9.06 The arbitration award shall be binding on the parties to this Agreement and any employees involved.
- 9.07 Time limits provided in this Article 9 may be varied or extended by specific written agreement of the parties in any particular proceeding.

ARTICLE 10. SENIORITY

10.01 Seniority means the ranking of each employee in the bargaining unit according to the length of his/her qualifying employment.

10.02 For purposes of seniority, all continuous employment in the bargaining unit, except term employment save as defined in Article 10.02 (d) below, shall be considered as qualifying employment provided:

(a) absence from active duty on leave of any kind, reemployment programme and any other absence during which the employee's employment status is contractually maintained shall count as continuous employment. Notwithstanding the foregoing, seniority shall not accrue during an absence where an employee does not receive a salary from the University such as leave of absence without pay, scheduled non-work periods for partial year employees, or the time period between term contracts, or the time period an employee receives WCB or LTD benefits.

$\frac{29}{12}$ (b) an interruption of employment due to promotion out of the bargaining unit or out of a position specified in Article 1.01 (c) to other employment within the University shall not break the continuity of employment, and the period of such interruption up to a total of twelve (12) months for positions excluded for reasons of confidentiality and twelve (12) months for positions excluded by reasons of management function, shall upon return to a position with the bargaining unit count towards the length of qualifying employment as if it had been in a position in the bargaining unit;

(c) for an employee on the recall list who is recalled to a position within his/her own job grade or a lower job grade, the time period he/she is on the recall list, shall not break the continuity of employment, but the period that he/she is on the recall list shall not count towards the length of qualifying employment.

(d) term employment after continuous work period(s) of at least 4 months shall count as continuous employment for purposes of seniority.

$\frac{77}{9}$ (e) seniority may be accumulated in a career or term position on a full-time, part-time or partial year basis, or in any combination thereof,

$\frac{77}{K}$ The seniority of term, partial year or part-time employees shall be determined on a pro-rata basis in accordance with the proportion of hours worked to full-time employment.

(f) An employee who has been temporarily assigned to a position outside the bargaining unit shall continue to accrue seniority regardless of the length of the temporary assignment.

10.03 The University agrees to provide the Union with an up-to-date seniority list on ratification and thereafter no less than once every six (6) months.

ARTICLE 11. PROBATION

11.01 (a) New employees in job grades up to and including grade four (4) shall be on probation for the first three (3) months following hiring and on request by the University before the expiry of such period, the parties may mutually agree to extend such probationary period. Such extension may be for any period which is mutually agreed, but shall not exceed three (3) months.

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A term employee who is successful in obtaining a career position as specified in Article 15, Job Postings, for which the probationary period would normally be three (3) months, and who has seven (7) continuous months of service with the University shall have his/her probationary period waived at the time of his/her appointment to his/her career position.

(b) New employees in job grade five (5) and above shall be on probation for the first six (6) months following hiring, and on request by the University before the expiry of such period, the parties may mutually agree to extend such probationary period. Such extension may be for any period which is mutually agreed, but shall not exceed three (3) months.

A term employee who is successful in obtaining a career position as specified in Article 15, Job Postings, for which the probationary period would normally be six (6) months, and who has ten (10) continuous months of service with the University shall have his/her probationary period waived at the time of his/her appointment to his/her career position.

(c) During the probationary period, or extension thereof, the employee may be dismissed without cause and shall have no right to grieve discharge, but otherwise shall have all rights of employees in the bargaining unit.

(d) Scheduled non-work periods shall not count towards the three (3) or six (6) months probation period time, referred to in Article 11.01 (a) and (b) above.

ARTICLE 12. TEMPORARY ASSIGNMENTS

- 12.01 (a) A temporary assignment occurs when there is a temporary transfer from a home position to a task/assignment which may or may not have a position associated with it.
- (b) An employee who is temporarily assigned to perform a higher rated position shall continue to be paid his/her current rate for the first ten (10) working days of such assignment. Should such assignment exceed ten (10) working days, the employee shall be paid at the appropriate rate, as outlined in Article 20.10, for the higher rated position and shall be retroactively compensated at such rate to and including the first day of such assignment.
- (c) **An** employee may refuse to accept a temporary assignment which falls outside the bargaining unit, if such refusal does not seriously impact on the operational requirements of the department.

12.02 **An** employee who is temporarily assigned to perform a lower rated position shall continue to be paid his/her current rate for the duration of such assignment.

12.03 Work Away from Normal Location

Members of the bargaining unit may be required to perform from time to time assigned tasks away from their normal place of work and residence, provided the University defrays all reasonable cost of their travel and of stay away from their place of residence. If the required stay includes a work-free weekend, and the bargaining unit member decides to return for such a weekend to his/her place of residence the University shall contribute to the cost of such travel only up to the equivalent of the normal cost of accommodation and meals which it would have paid for if the bargaining unit member had remained over the weekend at the site of his/her work assignment.

12.04 Transfers

A transfer means the assignment of an employee from one position to another position, at the same grade, on a permanent basis.

12.05 When transferring an employee to a vacant career complement position, the assignment of employees on the recall list or those who have been declared surplus, shall take precedence over all other transfers.

12.06 (a) The University shall permit a more senior employee to decline a transfer provided a ~~less senior~~ employee is fully qualified and able to perform the required assignment.

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- (b) When the transfer occurs because of a change in the way in which work is performed in a home department/division, and this change requires the reorganization of tasks and responsibilities, the more senior employee can decline a transfer on the same basis as provided in Article 12.06 (a) above, except that he/she must have the skills and abilities to perform the reorganized duties.

ARTICLE 13. TERM POSITIONS AND TERM EMPLOYEES

TERM POSITIONS

13.01 Definition

A term position means a position additional to the University's established career complement which has a specified start and end date. This position can be full time (36.25 hours/week) or part time (greater than 24 hours/week but less than 36.25 as the case may be).

- 13.02 If a term position is established and continues to be required on an ongoing basis for a period of not less than 36 months (3 years) the term position, subject to the Board of Governors approval, shall be assimilated into the University's established career complement within two (2) months of the third anniversary date of the position. Such approval shall not be unreasonably withheld.

TERM EMPLOYEES

13.03 Definition

A term employee means an employee who occupies a term position or is hired against a career complement position which is temporarily vacant.

13.04 Terms and Conditions of Employment

- (a) A term employee with less than four (4) months continuous service is subject to all articles of the Collective Agreement except as listed below.

Article 11 - Probation
Article 17 - Lay Off and Recall
Article 18 - Separation from Employment
Article 19 - Job Information
Article 20 - Wages and Classifications
Article 21 - Technological Change
Article 28 - Staff Development
Article 30 - Vacation
Article 31 - Sick Leave
Article 32 - Benefits

(b) The University may terminate the contract at anytime and the term employee shall not be entitled to grieve such termination. Otherwise, he/she shall have access to the grievance/arbitration articles 7, 8 and 9.

(c) Confirmation of Notice

If the term position continues to be required beyond the original stated end date, or is terminated earlier than initially anticipated, the University shall provide the term employee with as much notice as possible, but no less than one (1) week's notice of renewal or early termination.

13.05 A Term Employee with more than 4 months continuous service will be subject to and be entitled to (in addition to the provisions of Article 13.04 above) the following:

(a) Semi-Private Coverage - the Employer shall pay 100% of the premiums for employees who are not otherwise covered by another equivalent or superior plan (ie. in benefits and premiums).

(b) Extended Health Benefits - the Employer shall for all employees pay 100% of the premium for all employees. There will also be a 60/40 co-insurance factor applied to all claims.

(c) Dental Plan - The Employer shall pay 100% of the premium for all employees.

(d) Sick leave Coverage

A term employee shall be entitled to sick leave with pay **only** if he/she has been employed for four (4) continuous months, and shall then be entitled to accrue sick leave entitlement of one (1) working day for each completed month of continuous service, to a maximum of twelve (12) days per year from the anniversary date of appointment; any days not so used in the year or before the expiry of the term of employment, whichever is sooner, shall expire and may not be carried over to subsequent years or to subsequent terms for any purpose whatsoever; but in subsequent periods of employment commencing within six (6) months from the expiry of the term, entitlement shall commence to accrue with no waiting period, provided that each term of employment is at least four (4) months.

(e) Vacation Credits

(i) a term employee will be entitled to vacation leave with pay earned at the rate of 1 day per month for each full month of employment.

- (ii) any credit balance of accrued vacation leave standing on the leave account of a term employee shall be commuted to cash, on the day of separation from employment, at the rate of his/her last salary, otherwise, accrued vacation leave is not commutable to cash.

(f) Tuition Waiver/Rebate:

A term employee shall be entitled to attend one credit or non-credit course taken at the University, in accordance with the provisions of Article 28.08 of the Collective Agreement during the first 12 month period of completed service.

or

to one course taken through the tuition reimbursement system, in accordance with Article 28.03, Article 28.04 and Article 28.05 - during the first twelve month period of completed service.

Courses offered through CATE, Open College, RAC and CJRT are specifically excluded from the above.

- (g) A term employee with six (6) continuous months of service within the same position shall be supplied with a job description within one (1) week after the evaluation decision, Article 19.04 shall also apply.
- (h) For salary administration purposes, the term employee shall be paid within the appropriate grade established for this position. The employee will be paid within the appropriate grade established for the position within two (2) weeks after the evaluation decision, and the salary established for the position will be retroactive to the employee's six month date in the position.

(i) Confirmation of Notice:

If the term position continues to be required beyond the original stated end date, or is terminated earlier than initially anticipated, the University shall provide the term employees with as much notice as possible, but no less than 2 (two) week's notice of renewal or early termination.

- (j) The University may terminate the contract at anytime and the term employee shall not be entitled to grieve such termination. Otherwise, he/she shall have access to the grievance/arbitration articles 7, 8 9 and 33.

13.06 A Term Employee with more than twelve (12) months of continuous service shall be entitled to all of the rights under the Collective Agreement and the full benefits package as if they were career employees, except for the following:

- (a) The University may terminate the contract for operational reasons and may decline to renew or extend the contract upon expiry and such decisions shall not be subject to the provisions of Articles 7 and 9.

A term employee, however, may grieve the termination of the contract when such termination is for other than operational reasons and is not a result of a decision not to renew or extend the contract upon expiry.

- (b) a term employee shall not have the right to access Article 17 - Lay Off and Recall provisions
- (c) a term employee shall not have the right to participate in the Ryerson Retirement Pension Plan
- (d) Confirmation of Notice:

If the term position continues to be required beyond the original stated end date, or is terminated earlier than initially anticipated, the University shall provide the term employee with as much notice as possible, but no less than four (4) week's notice of renewal or early termination.

13.07 Vacancies and Hiring Preferences

Where a term position is assimilated into the University's career complement pursuant to Article 13.02 above, subject to Articles 12.05 and 15.14, and where the term employee has 18 months or more of continuous service with the University, the term employee who is occupying the term position at the time of conversion shall be converted in the newly created position.

- 13.08 Where a term position is assimilated into the University's career complement pursuant to Article 13.02 above, subject to Article 12.05 and Article 15.14, and if the term employee occupying the position has less than 18 months continuous service with the University, the position shall be open for competition and posted in accordance with the provision of Article 15.05 (a).

- 13.09 When hiring for new term positions, employees who have prior experience with the University shall be given preference over other external candidates, when all other factors are relatively equal.

ARTICLE 14. RYERSON RESEARCH ASSISTANTS

14.01 Research work shall not include teaching duties, evaluation of students and marking of students.

Departments engaged in research projects shall be permitted to hire research assistants subject to the following terms and conditions of employment. These employees shall not be subject to the following articles:

- Article 11 - Probation
- Article 12 - Temporary Assignments
- Article 13 - Term Positions and Term Employees
- Article 15 - Job Postings
- Article 17 - Lay Off and Recall
- Article 18 - Separation from Employment
- Article 19 - Job Information
- Article 20 - Wages and Classifications
- Article 21 - Technological Change
- Article 22 - Leave of Absence
- Article 26 - Hours of **Work** and Overtime
- Article 27 - On-Call Pay
- Article 28 - Staff Development
- Article 30 - Vacation
- Article 31 - Sick Leave
- Article 32 - Benefits
- Appendices A to G inclusive

14.02 Research assistants shall have the status of term employees and be subject to the terms and conditions outlined in the clauses below.

14.03 Terms and Conditions of Employment

The University may terminate the contract of a research assistant at any time and the employee shall not be entitled to grieve such termination. Except for the foregoing, he/she shall have access to the grievance/arbitration articles 7, 8 and 9.

14.04 Job Descriptions

Each department who hires a research assistant(s) shall prepare a job description for the position(s). Such job description(s) shall include start date and end date of research project, nature of work, and the salary established, and such job description(s) shall be forwarded to the local union. If possible the University will develop generic job descriptions for research assistants.

14.05 Hours of Work and Overtime

The hours of work for research assistant(s) shall be established by the individual user department. Research assistants shall not be guaranteed work and when not on assignment they shall not receive any pay or payment in lieu of benefits.

14.06 Wages and Rates of Pay

The salary scale found in Appendix A of the agreement shall not apply to research assistants. These employees shall be paid in accordance with the funding allocated for salary purposes for each research project, however, the minimum wage of research assistants shall not be below the grade one minimum of Appendix A of the collective agreement.

14.07 Benefits

Research Assistants shall only be entitled to statutory required benefits - that is CPP, UIC and WCB.

Sick leave shall be without pay.

14.08 Vacation

Four percent (4%) vacation pay and six percent (6%) vacation pay after accumulating 1885 hours shall be paid in addition to the employees actual hourly rate of pay in each bi-weekly pay cycle for the period(s) the employee is actively working at the University.

14.09 Tuition Waiver/Rebate

After a research assistant accumulates 628 hours of actual hours worked, he/she shall have access to Article 13.05 (f).

14.10 After a research assistant accumulates 8 months of qualifying employment, he/she shall have access to Article 15 - Job Postings.

14.11 Should an existing bargaining unit member accept a research assistant contract, the bargaining unit member shall be paid at the rate established in the research contract. The bargaining unit member shall not be paid on an overtime basis for research work.

ARTICLE 15. JOB POSTINGS

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15.01 Definitions

(a) Vacant Position

Vacant position occurs when:

- (i) An existing career complement position is vacated by the incumbent on a permanent basis.
- (ii) A new career complement or a new term position is established.
- (iii) **An** existing career complement or term position has changed sufficiently that the incumbent ceases to have proprietary rights to the position.

b) Temporary Vacancy

A temporary vacancy occurs:

When an incumbent has vacated either a career complement position or a term position, subject to Article 15.17 below, for a specified period of time and the incumbent retains proprietary rights to the vacant position.

15.02 The parties agree that promotion and advancement opportunities be made available to bargaining unit members before awarding opportunities to applicants from outside the bargaining unit. The parties also agree that subject to operational requirements, the use of underfills, where practical, to enhance promotion and advancement opportunities for bargaining unit members, shall be encouraged.

15.03 Selection Committee

A selection committee consisting of the immediate non-bargaining unit supervisor and no less than two (2) other excluded staff members shall be convened for every job vacancy, within the bargaining unit, which is posted. At the discretion of the hiring manager one excluded staff member may be replaced with a bargaining unit employee who has lead hand type responsibilities in connection with the vacancy. This bargaining unit employee shall have input into the selection process as outlined in Article 15.03 (i) to (v) inclusive, but he/she shall not have hiring authority. This input shall end the participation of the bargaining unit member in the job competition process.

The selection committee shall in each instance:

- (i) Establish written selection criteria for the posted vacancy based on the requirements of the position, as outlined in Article 15.06 (a), (b) and (c) below.
- (ii) Establish a series of interview questions related to the selection criteria designed to elicit information from applicants.
- (iii) Establish a methodology by which the selection process is to proceed. Should the selection committee decide to administer tests during any stage of the process, such tests shall be reasonably related to the job requirements.
- (iv) Establish an evaluation process which will assist the selection committee in assessing and evaluating the applicants in relation to the selection criteria.
- (v) Complete a written evaluation of each candidate and add it to the official job competition file in the Human Resources Department.

Responsibility of the Candidate

- (vi) Applications for each vacant position must be in writing, accompanied by an updated resume.
- (vii) Employees applying for posted vacancies are responsible for providing the selection committee with all relevant data concerning their candidacy,

Information on the Selection Process

- (viii) At the employee's written request, the Human Resources Department shall release to the employee and/or the local union representative the written evaluation of his/her candidacy, and the written evaluation of the successful candidate and supporting documentation used by the selection committee as defined in Article 15.03 (i) to (v) inclusive.

15.04 Time Limits

The University shall complete the internal job posting and selection process for filling vacancies normally within three (3) months. In the case where the employee fails to give proper notice, as defined in Article 18.01 (a), the short fall of the required notice period shall be added to the three (3) month period referred to above.

In the case of restructuring of a vacant position, the restructuring of the position, including a revised job description and internal job posting and selection process shall take place after the position has been restructured. This process shall take place within a six (6) month time period.

The successful internal applicant shall be placed into the appropriate vacant position within four (4) weeks of the acceptance of the verbal offer made to the applicant by the Human Resources Department.

15.05 Posting of Vacant Positions

- (a) Prior to filling a vacant position in the bargaining unit (save and except a term position of six (6) months or less), the vacancy will be posted on a central board designated for this purpose and will be distributed to all departments in the University for posting and circulation within the department, for a period of five (5) working days before placing any outside advertising.
- (b) For grade one (1) vacant positions, namely shelvers and warewashers, the posting provision as outlined in Article 15.05 (a) above, shall be waived.
- (c) Employees may make applications for such positions within the five (5) working day posting period, and all such applications shall be considered and answered by the University before considering any applicant from outside the bargaining unit.

The Human Resources Department shall acknowledge receipt of an application in respect of a posted vacancy no later than one (1) week following the closing date on the posted vacancy notice.

- (d) Notwithstanding Article 15.05 (a) above, the University shall not be required to re-post a position which has become vacant within three (3) months of the last posting date.

15.06 Where the University fills the position from within the bargaining unit, the following factors shall be considered:

- (a) qualifications which are reasonably related to the requirements of the posted position
- (b) relevant experience obtained in their working career
- (c) skill and ability to perform the normal requirements of the position
- (d) seniority

Where the factors in Article 15.06 (a) and (b) and (c) immediately above are, as between or amongst employees, relatively equal, then the factor in Article 15.06 (d) immediately above shall govern.

15.07 Equivalency

Whenever possible, an equivalency to an academic credential shall be developed based on a combination of experience and education for purposes of the job posting article. The equivalency statement so developed shall be included in the job vacancy announcement.

15.08 The five (5) working days during which, as a minimum, a vacancy announcement is to remain posted shall be deemed to have been completed if it has been placed on the board five (5) full working days prior to the date by which applications for the vacant position are to be received.

15.09 A vacancy announcement shall contain the following information regarding the vacant position:

- (a) title,
- (b) grade,
- (c) salary range,
- (d) location within one of the organizational entities of the University,
- (e) identification of supervisor,
- (f) job summary,
- (g) statement of qualifications expected,
- (h) deadline for receipt of applications,
- (i) date of announcement,
- (j) hours of work,
- (k) if the possibility of an underfill exists it shall be so stated
- (l) position number

15.10 Underfill

- (a) If underfilling becomes an option to filling the vacancy and this was not indicated on the job vacancy announcement, the vacancy shall be reposted with the appropriate notation in accordance with Article 15.05 (a) above.
- (b) Where an employee has been selected to fill a vacant position on an underfill basis, the University shall cover in the letter of offer to the employee the following points:
 - (i) underfill grade as well as the classified grade
 - (ii) salary

- (iii) developmental plan indicating what the employee needs to acquire to achieve the classified grade
 - (iv) time by which the employee must attain the full competence to do the job
 - (v) the necessary action to be taken should the employee not achieve the desired requirements of the position within the specified period of time
- (c) For employees selected to fill a vacant position on an underfill basis prior to July 1, 1992, the promotional increase, as outlined in Article 20.10, will be based on the underfill level of the position. The promotional increase based on the underfill level will be effective on the date that the employee begins the underfill.

Once the employee achieves the desired requirements of the position within the specified time period, the promotional increase will be re-calculated based on the employee's salary in the previous position (employee's position prior to the underfill) and the salary grade which represents the full grade level of the position. Should this salary be less than the salary the employee received at the underfill level, the employee will be placed at the next higher step in the salary grade of the full level of the position.

Once the employee achieves the desired requirements of the position within the specified time period, any increments processed during the employee's underfill time period will be recalculated as if the employee was in the full level of the position during the period of underfill.

For employees selected to fill a vacant position on an underfill basis after July 1, 1992, upon completion of the underfill, the employee's salary will be placed at the same step in the salary grade of the full level of the position as the employee is at in the grade of the underfill at the time of completion of the underfill.

- (d) The employee shall have the right to Union representation at any meeting at which the criteria for underfilling a position are discussed.
- 15.11 All candidates who applied in response to a specific vacancy posting, and the Union, shall be advised of the outcome of the selection process within five (5) working days of the final decision.
- 15.12 If the posting process does not result in filling of the position, and the Employer decides to discontinue its attempts to fill it, the Local Union will be so advised, within five (5) working days of the decision.

- 15.13 During the initial period of an appointment to any position the University shall make every reasonable effort to familiarize the new incumbent employee with the nature and requirements of the position and to provide, subject to availability of the necessary resources in the Department concerned, such on-the-job training as in the University's opinion the employee may require.
- 15.14 If a vacancy is to be filled by an employee pursuant to the provisions of Article 17 - Lay Off and Recall, the provisions of Article 15 shall not apply, save and except Article 15.13 above, which shall apply.

Posting of Temporary Vacancies

- 15.15 When a temporary vacancy of 12 months or more occurs, it shall be open for competition and posted in accordance with the provisions of Article 15.05 (a) above.
- 15.16 When a temporary vacancy of more than 4 months but less than 12 months occurs, it shall be open for competition and posted only within the department in which the temporary vacancy occurs.
- 15.17 (a) Where an employee has been selected to fill a temporary vacancy pursuant to Article 15.15 and Article 15.16 above, and is a career employee, he/she shall be guaranteed a return to his/her home position, at the conclusion of the temporary assignment.
- (b) The guarantee to return to home position shall apply in the case of renewal or extension of the original temporary vacancy for an additional time period of up to and including twelve months. The guarantee to return to home position shall not apply in cases where the employee is successful in attaining another temporary vacancy which runs contiguously with the temporary assignment which has just been completed.
- 15.18 It is understood that subsequent temporary vacancies which occur because of the application of Article 15.15 and Article 15.16 above, are not subject to the provisions of Article 15.15 and Article 15.16 above.

15.19 Transfers

A transfer means the assignment of an employee from one position to another position, at the same grade, on a permanent basis.

- 15.20 When transferring an employee to a vacant career complement position, the assignment of employees on the recall list or those who have been declared surplus, shall take precedence over all other transfers.

- 15.21 (a) The University shall permit a more senior employee to decline a transfer provided a less senior employee is fully qualified and able to perform the required assignment.
- (b) When the transfer occurs because of a change in the way in which work is performed in a home department/division, and this change requires the reorganization of tasks and responsibilities, the more senior employee can decline a transfer on the same basis as provided in Article 12.06 (a) except that he/she must have the skills and abilities to perform the reorganized duties.

ARTICLE 16. REORGANIZATIONS

- 16.01 (a) In the case of a reorganization of a department, the local union and the affected employees shall, as far as in advance as possible, be advised of the changes before implementation. The University shall give the Union and the affected employees every opportunity to present their views and input before implementation.
- (b) In the case of restructuring within a department and where the position complement remains the same but where the existing career complement or term position(s) duties and responsibilities change sufficiently, the resulting new position(s) shall be posted, as outlined in Article 15.05 (a), and the competition(s) shall be limited to the department.
- (c) Where employee(s)' job duties are changed due to a reorganization, the employee(s), prior to implementation, will be presented with the revised job description(s). In the event that the affected employee(s)' position(s) are evaluated at a lower level, the incumbent(s)' salary shall be treated in the manner outlined in Appendix C of this agreement.

ARTICLE 17. LAYOFF AND RECALL

- 17.01 (a) A layoff occurs when a position is declared redundant and the majority of its functions are discontinued.
- $\frac{27}{c}$ (b) In the event of layoff within a department, of an employee or employees who have completed the probationary period (except term employees), the University shall give as much notice as possible but in no case less than twelve (12) weeks' notice of the designation of such employees for layoff, in the position(s) affected in the Department in question, in the reverse order of their seniority, provided that the employees remaining in the Department have the skill, ability and qualifications to perform the work remaining in the Department. At the same time, the University shall endeavour to identify vacancies or potential available displacements, and shall then consult with potentially affected employees and the union.
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17.02 An employee who has completed the probationary period who is designated for layoff shall have the right to:

- (a) accept the layoff; or
- (b) accept a vacancy, if available, in a position within the employee's own job grade or within a range not lower than two (2) grades below the employee's own job provided that the employee designated for layoff can perform the duties of the position with training;

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(c) Where an employee has been selected to fill the position, within his/her own job grade or within a range not lower than two (2) grades below his/her job grade, with training, the University shall cover in the letter of offer to the employee the following points:

- (i) the developmental plan indicating what skills the employee needs to acquire in order to achieve the full requirements of the position.
- (ii) time by which the employee must attain the skills identified in Article 17.02 (c) (i) above, in order to perform the job. The time period shall not exceed twelve (12) weeks.
- (iii) the options available to the employee if he/she does not achieve the requirements of the position within the specified period of time, e.g.) acceptance of severance or placement on recall list as outlined in Article 17.03 (a) and Article 17.03 (b) below.

During the period of training, the employee's salary shall remain unchanged. Once the employee is confirmed into the position his/her salary shall remain unchanged for a total period of twenty-four (24) weeks including the training period. Thereafter the employee's salary shall be adjusted to the appropriate step of the lower salary grade or the maximum of the lower salary grade, whichever is applicable.

The union will be notified prior to the offer to the employee. The employee shall have the right to Union representation at any meeting at which the criteria for training are discussed.

- (iv) Refusal to accept such vacancy, with training if not qualified, shall result in layoff. If no such vacancy exists, the employee may:

- (d) $\frac{27}{e}$ displace one employee who has less seniority commencing with the least senior employee in a position within the employee's own job grade or within a range not lower than two (2) grades below the employee's own job, provided that the employee designated for layoff can perform the duties of such position with an appropriate period of familiarization pursuant to Article 15.13.
- (e) the employee displaced under Article 17.02 (d) above, may elect to accept the layoff, or may displace one (1) further employee, on the same terms and under the same conditions as described in Article 17.02 (d) above; the employee so displaced shall be laid off.
- (f) the employee displaced under Article 17.02 (e) above, may elect to accept the layoff, or may displace one (1) further employee, on the same terms and under the same conditions as described in Article 17.02 (e) above; the employee so displaced shall be laid off.
- (g) **An** employee who has displaced another employee within a range not lower than two (2) grades below the employee's own job grade the employee's salary shall remain unchanged for a total period of six (6) months following the date of displacement. Thereafter, the employee's salary shall be adjusted to the appropriate step of the lower salary grade or the maximum salary grade, whichever is applicable.
- (h) The employee receiving notice of designation of layoff or of displacement, as the case may be, shall make any election available to him/her within two (2) weeks of receiving such notice. Failure to make such election shall be deemed to be an election to accept the layoff.

17.03 **An** employee who elects layoff or is otherwise laid off or displaced may:

- (a) $\frac{32}{03}$ $\frac{30}{1}$ $\frac{31}{17}$ accept severance pay equal to three (3) weeks' pay at his/her regular rate of pay for each completed year of service, to a maximum of forty-two (42) weeks', provided he/she waives all rights of recall; or
- (b) $\frac{33}{42}$ have the right to be recalled to employment by order of seniority-for up to twenty-four (24) weeks from the date of layoff for employees with up to one (1) year's service, or **up** to fifty-two (52) weeks from the date of layoff for an employee with one (1) year or more of service, to a position within the person's own job grade or a lower job grade, provided that the person can perform the duties of the position with training, subject to the same conditions as outlined in Article 17.02 (c)(i) to (iii) above. $\frac{27}{10}$

The employee shall elect Article 17.03 (a) or (b) above, in writing, at the same time as the election under Article 17.02. Failure to so elect shall be deemed to be an election of option Article 17.03 (a) above.

- (c) **An** employee who elects the severance option shall be entitled to a waiver of tuition fees to a maximum of \$2,500.00 for any course(s) taken through the University, up to a period of three years from the effective date of lay-off. It is understood and agreed that the admission to any courses shall be based on the University's and School's/Department's normal admission requirements and regulations.

17.04 An employee to be recalled to work shall be sent notice at his/her last address on file with the Employer by registered mail. The Union shall receive a copy of the recall notice. The employee shall contact the Employer within five (5) working days of receipt of recall notice and indicate agreement to accept recall and shall report to work within a further five (5) working days or such longer period as may be mutually agreed to or lose any right of further recall and be terminated.

ARTICLE 18 - SEPARATION FROM EMPLOYMENT

18.01 (a) Resignation

Members of the bargaining unit may resign their appointment by giving notice in writing as soon as possible, but not less than (1) one week if their period of employment is less than two (2) years; two (2) weeks if their period of employment is more than two (2) years but less than five (5) years; and four (4) weeks notice if their period of employment is five (5) years or more.

The notice shall be addressed to the immediate supervisor with a copy to the Human Resources Department.

(b) Leave Without Permission

Absence from work without leave or beyond approved leave extending over a period of more than three (3) working days in the case of members of the bargaining unit with a period of employment of not more than three (3) months, and five (5) working days in the case of those with a longer period of employment may be construed by the University as resignation without due notice.

18.02 Retirement and Other Separations

Members of the bargaining unit shall retire at the end of the month in which they reach their 65th birthday. Notwithstanding the above, the members of the bargaining unit, other than those serving on term appointments, may opt for application to them of the University's Retirement Policy (Appendix B) as may from time to time be revised by the University. Such option shall be exercised in writing, addressed to the immediate supervisor with a copy to the Human Resources Department, and shall have the effect of placing the bargaining unit member so opting under the Policy so far as his/her retirement rights covered by the Policy are concerned.

18.03 During any period of notice required by this agreement, the member of the bargaining unit shall continue in normal employment status, i.e. shall be either at work or on leave and be entitled to his/her salary and his/her benefits coverage. However, the University at its discretion may waive the requirement of attendance at work or require the bargaining unit member concerned to abstain from such attendance during all or part of the notice period, The University and bargaining unit member concerned may also agree upon curtailment of any required notice period.

18.04 The effective date of separation shall be the last day of any required, or any agreed curtailed, period of notice, or the retirement date. The employee will not be permitted to take any vacation or time off in lieu credits either immediately preceding or immediately following the official separation date. The employee shall receive their regular salary as listed below on the next regular scheduled pay date following the last day of their employment.

- (i) his/her salary and any premiums earned until then;
- (ii) commutation to cash of any annual leave (vacation) then standing to his/her credit; and
- (iii) any separation allowance to which he/she may be entitled.

This process does not apply to scheduled non-work periods of partial year employees.

NOTE: In addition, the bargaining unit member who is a member of the Ryerson Retirement Pension Plan shall receive from the Trustee of the Plan such benefits as he/she may be entitled to at the time in accordance with the practices of the Plan under the provisions of the Plan.

Any applicable separation allowance shall be suitably prorated in respect of any uncompleted year of employment.

ARTICLE 19. JOB INFORMATION

19.01 The University shall maintain a system of job information which includes job descriptions (major responsibilities), factor analyses, and job evaluation data for all positions including term positions as defined in Article 13.05 in the bargaining unit.

19.02 A job description shall contain the following:

- (a) Position Title;
- (b) Position number;
- (c) Position status;
- (d) Department;
- (e) Title of Supervisor;
- (f) Grade;
- (g) Major duties and responsibilities of the position;
- (h) Job summary;
- (i) Effective date of the job description;
- (j) Current shift or shifts.

19.03 The University shall provide all bargaining unit members and the local union with revised and new job descriptions and factor analyses in the bargaining unit.

19.04 Term employees as defined in Article 13.05 with **six (6) continuous** months of service in the same position shall be supplied with job descriptions. The local union shall make such use of the job descriptions and factor analyses as it sees fit, including disclosure and provision of copies to employees of job descriptions concerning positions occupied by other employees.

19.05 Members of the bargaining unit shall execute all official tasks consistent with the nature of their job which are set for them, and to comply with instructions from their supervisors. Some of the tasks so required may be additional to those specified in the relevant job descriptions, it being recognized by the parties that job descriptions are only an outline of the main tasks and responsibilities to be performed in the various positions; however, other duties may be assigned as required.

If the incumbent feels the rating of his/her position is affected by assigned other duties he/she may initiate a request for a job review by following the required procedures outlined in Article 33, Job Evaluation - Review, Evaluation and Appeal.

An employee shall not be obliged to perform any duties of a personal nature not connected with the approved operations of the University.

ARTICLE 20. WAGES AND CLASSIFICATIONS

20.01 The salaries paid to employees shall be in accordance with the Appendix A.

- 20.02 (a) To qualify for an increment, employees must meet the following conditions
- (i) shall not be at the maximum or over the maximum of his/her salary grade.
 - (b) Employees who qualify for an increment shall, on their anniversary date, have their annual salary increased to the next step in their salary grade. **All** increments shall be subject to the maximum of the salary grade. The anniversary date is the same date as the seniority start date.
 - (i) Anniversary dates for University employees promoted into the bargaining unit for purposes of increment adjustments only shall be the date the employee commenced employment at the University. This date however shall not be used for seniority purposes. Accumulation of seniority shall commence on the date such employee started work in the bargaining unit.
 - (ii) Promotional adjustments for University employees who are promoted into the bargaining unit shall be consistent with Article 20.10 below, of the collective agreement.
 - (c) Employee's hired at the minimum of the salary grade, shall be granted increments at three (3) months or six (6) months (as applicable) from their start date and thereafter on their anniversary date.
 - (d) Upon promotion or reclassification to the minimum of salary grade, where the employee's anniversary date occurs before the three (3) month or **six** (6) month increment date, the employee's salary is adjusted to Step 1 on his/her anniversary date, and the employee's salary is adjusted to Step 2, three (3) months or six (6) months from the promotionheclassification date.
 - (e) Upon promotion or reclassification to the minimum of salary grade, where the employee's anniversary date occurs after the three (3) month or six (6) month increment date, the employee's salary is adjusted to Step 1 three (3) or six (6) months from the promotionheclassification date, and the employee's salary is adjusted to Step 2, on his/her anniversary date.
- 20.03 Employees who are "red-circled" or become "red-circled" as a result of reclassification using the revised Job Evaluation system for OPSEU bargaining unit members, shall have their salary protected at the higher salary level for a maximum of twelve (12) months following implementation of the revised grade. Thereafter, the salary shall be reduced to the appropriate step on the grid or the maximum of the lower salary grade, whichever is applicable.

20.04 New Hires

All new employees may be hired at the minimum of the salary grade or up to a maximum of two steps above the minimum of the salary grade.

20.05 The annual salary is based on working a full year at the weekly hours specified in Article 26.01 (a) or 26.02 (a) and (b); any part-time or partial year assignment shall result in a reduced salary, pro-rata;

20.06 The University agrees to advise the local Union of the salary paid to an employee on a term appointment of four months or less by forwarding to the local Union a copy of the hiring requisition for such an employee.

20.07 Employees shall be paid every second Friday two weeks in arrears. The transitional change to the two week arrears payment schedule shall be as outlined in Appendix I of the Collective Agreement.

20.08 Where the University determines during the term of this Agreement that a new job classification is required, the University will advise the Union of such new job classification and wage rate. If requested, the University agrees to meet with the Union to hear any representations provided the same are made promptly.

20.09 Red Circle Provisions

Salaries of employees who are currently red-circled, who become red-circled or receive a demotion during the life of this agreement shall be administered in accordance with the Demotions and Red Circle Policy, Appendix C, pursuant to this Collective Agreement

20.10 Salary Increases Upon Promotion or Reclassification

Upon promotion or reclassification, the employee's salary shall be adjusted to the step in the new salary grade which is closest to but not lower than the employee's current salary. If this step represents less than three percent (3) of the employee's current salary, the employee's new salary will be adjusted to the next step. All promotional and reclassification increases shall be subject to the maximum of the new salary grade.

20.11 Salary Increases for Temporary Assignments

For an employee who is temporarily assigned to perform a higher rated position, the employee's salary shall be treated in the same manner as if the employee was reclassified or promoted to that grade in accordance with Article 20.10 above. The employee shall progress through the salary range in accordance with Article 20.02 above. Upon return to the home position, the salary shall be adjusted to the level at which the employee would have been, had he/she remained in that position for the duration of the temporary assignment.

20.12 **An** employee who voluntarily applies and accepts a position at a lower grade level and whose salary is not above the salary maximum of the lower level position, shall retain his/her current salary in the lower graded position. On his/her anniversary date, the annual salary shall be increased to the next step in the lower salary grade. **All** increments shall be subject to the maximum of the salary grade.

An employee who voluntarily applies and accepts a position at a lower grade level and whose salary is above the maximum of the lower graded position, shall have hisher salary reduced to the maximum of the lower graded position.

ARTICLE 21. TECHNOLOGICAL CHANGE

21.01 Both parties acknowledge the need to discuss and be aware of matters related to change in technology and introduction of such changes.

Technological change in this context means the introduction of new equipment or process substantially different in nature or design than previously in effect.

21.02 (a) The parties agree to establish a standing ~~joint Technological Change Committee On Training and Information reporting~~ to the Director, Human Resources. The standing committee shall include up to 3 persons from the bargaining unit, appointed by the local union, and up to three representatives of the University, appointed by the University.

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(b) The Committee shall discuss and make recommendations to the Director, Human Resources on the following issues related to the introduction of new technology as defined in Article 21.01 above:

- (i) operational changes
- (ii) training needs
- (iii) health and safety issues
- (iv) ergonomics

21.03 Where the introduction of new technology does not affect the employment status of career employee(s) but necessitates training on the new equipment or in the new process, the University shall provide to the employee(s) necessary training, at the University's expense to the extent it is reasonably possible, as soon as operational requirements permit.

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The training shall normally take place during working hours.

Employees shall not be expected to perform at minimum level of competence prior to receiving suitable training related to the new technology or process introduced.

21.04 (a) ²²/₁₄ Should the introduction of new technology result in an University initiated transfer(s) of career employee(s), the University shall give the employee(s) affected and the local union as much notice as possible but no less than three (3) months.

(b) The University shall provide the affected employee(s) so transferred with suitable retraining, at the University's expense to the extent that is reasonably possible and as soon as possible after the transfer(s) have/has occurred dependent upon operational requirements of the receiving department.

This training shall normally take place during working hours.

Employees shall not be expected to perform at minimum level of competence prior to receiving suitable training related to the new technology or process introduced.

21.05 (a) ²²/₆ Should the introduction of new technology result in lay-off of career employee(s), the University shall give the employee(s) affected and the local union as much notice as possible but no less than three (3) months. Within the 3 month notice period the University shall meet with the local union to discuss potential measures to alleviate effects of such action including discussion of developmental opportunities for possible employment within the University in the future or assisting in a change of career for employee(s).

(b) Following the effective date of the technological change, the lay-off of redundant career employee(s) will be carried out pursuant to Article 17 - Lay-Off and Recall.

ARTICLE 22. LEAVE OF ABSENCE

22.01 **An** employee wishing to apply for leave of absence shall submit a written request to his/her Supervisor, with a copy to the Director, Human Resources Department, stating the purpose and duration of the leave as far in advance as possible of the date he/she wishes to commence his/her absence from work, except in cases where such notice would not be practicable. Departmental operating requirements shall be a major consideration in granting/rejecting such leave.

22.02 An employee shall return to his/her position return from leave of absence, provided the employee returns immediately on expiry of such leave and provided such position still exists.

22.03 Family Leave

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The University recognizes that employees have responsibilities and commitments involving the family and its well being. In recognition of this fact, in the case of a personal or family circumstance which prevents an employee from reporting to work, special family leave with pay of up to three working days duration may be granted at the discretion of the University, Requests for such leave will not be unreasonably withheld.

22.04 Bereavement Leave

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In case of death in the immediate family (spouse, child, parent, brother or sister, and parent-, brother-, or sister-in-law), five (5) working days with pay shall be granted; at the discretion of the University such leave may also be granted on the occasion of the death of other related persons, and, at the discretion of the University, the period of such special bereavement leave with pay may be extended by up to two additional working days. Such extension shall not be unreasonably withheld.

22.05 Jury Duty

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Where a member of the bargaining unit is called to jury duty or subpoenaed as a witness in a case involving the business of the University or public interest special jury or witness duty leave with pay shall be granted for the duration of such duty, subject to the obligation of the employee to turn over to the University any compensation received by him/her as a juror or witness; notwithstanding the above, as regards jury duty, the University reserves the right to request the court to excuse the bargaining unit member on grounds of the University's service requirements.

22.06 Paternity Leave

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A male employee of the bargaining unit shall be allowed a leave of absence with pay for up to five (5) working days following the birth of his child.

In the case of a father becoming the primary care giver because of the death or total disablement of the mother at the time of the birth of his child or children, and on submission of appropriate medical evidence the father shall be entitled to paternity leave as outlined in Article 22.07 below.

22.07 Pregnancy Leave and Supplemental Unemployment Benefit

- (a) Female members of the bargaining unit shall be entitled to pregnancy leave as from time to time provided for in the Ontario Employment Standards Act. These entitlements shall be deemed to be entitlements under this agreement. Furthermore, during pregnancy leave the University shall pay 93% of the employee's salary minus any payments to which the employee is entitled under the Unemployment Insurance Act as outlined below:

(b) Pregnancy Leave Benefit Level

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It is understood that, for the duration of the pregnancy leave which will not exceed 17 weeks, the combined weekly level of Unemployment Insurance benefit, SUB payments and other earnings will not exceed 93% of the bargaining unit members normal weekly earnings.

For the first 2 weeks of the leave, the employee shall receive 93% of her salary from the University.

For the next 15 weeks she shall receive payment(s) equal to the difference between the sum of the weekly Unemployment Insurance benefits and any other earnings received by the employee and the 93% of the actual salary which she was receiving on the last day worked prior to the commencement of the pregnancy leave.

(c) Application

The bargaining unit member must apply for and be in receipt of Unemployment Insurance benefits before the SUB payments become payable.

(d) Non-Receipt of Unemployment Insurance Benefits

A bargaining unit member who is not in receipt of Unemployment Insurance benefits will not be eligible for SUB payments.

(e) Vested Interest

A bargaining unit member does not have a right to SUB payments except for supplementation of the Unemployment Insurance benefits during the employment period, which shall not exceed 17 weeks.

(f) Approval of SUB Plan

The implementation of the pregnancy leave provisions as mutually agreed upon by the parties and reflected in the SUB Plan as outlined above, is subject to required approval by the applicable federal agencies.

(g) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

22.08 Parental leave

On becoming a parent of a new-born or adopted child, the bargaining unit member shall be granted an unpaid leave of absence of up to eighteen (18) weeks in accordance with the provisions of the Ontario Employment Standards Act.

Adoption leave of a duration equal to pregnancy leave and on the same criteria as established for pregnancy leave, shall be granted to a bargaining unit member requesting it on the occasion of a legal adoption of a child, except that if both adopting parents are members of the bargaining unit only one of them shall be granted such leave.

The implementation of paid adoption leave provisions as mutually agreed to by the parties is subject to required approval by the applicable federal agencies with respect to the SUB portion of the Plan.

22.09 Political Leave

A member of the bargaining unit who is a candidate for elective political office (federal parliament, provincial legislature, municipal council, commission or board) shall be granted during the political campaign special political leave without pay for up to one month if a candidate for parliament or legislature, and for up to five working days if a candidate for a municipal council, commission, board or the like.

22.10 Special Leave

Special short or long-term leave or partial time off may be granted at the discretion of the University where service requirements permit and the bargaining unit member requests such leave for important personal or societal reasons.

22.11 (a) The University agrees that employees who are selected to fill a full-time Union office shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year.

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- (b) The University agrees that an employee elected to be President or first Vice President of OPSEU shall be granted a leave of absence without pay and without loss of seniority for the two-year term of office.

$\frac{1.3K}{3}$ 22.12 The University agrees that where an employee is elected to the OPSEU Executive Board, he/she shall be granted up to fifty (50) days' leave of absence per year to attend meetings of the Board, such leave to be without pay but without loss of seniority.

ARTICLE 23. HEALTH AND SAFETY

$\frac{66}{4}$ 23.01 The University shall maintain a joint health and safety committee as prescribed by the Occupational Health and Safety Act. $\frac{20}{A}$

23.02 The University and the Union recognize and are committed to a healthy and safe work environment and the promotion of the health and safety of the employees. More specifically as outlined in the University's Occupational Health and Safety policy statement.

23.03 An employee who suffers an injury while at **work** or who is prevented from continuing his/her normal work and who is thereby unable to complete his/her regular hours of work shall be paid his/her straight time rate for the balance of the regular shift on which the injury occurred.

23.04 Video Display Terminals

The parties agree to the following terms respecting the use of video display terminals (V.D.T.'s) by employees:

(a) Pregnancy

$\frac{67}{c}$ An employee who is assigned to operate a V.D.T. as part of her duties, who believes that she may be pregnant, shall, at her request be assigned duties that do not include the operation of a V.D.T. until the status of her pregnancy is confirmed provided the same is done promptly; her rate of pay shall be maintained for such period;

An employee who is assigned to operate a V.D.T. as part of her duties and who is pregnant (as certified by a medical practitioner) shall, at her request be assigned duties that do not include the operation of a V.D.T. for the duration of her pregnancy, the University may, in such a case, temporarily assign the employee to another position for the duration of the pregnancy, and the employee shall suffer no reduction in the rate of pay.

(b) Eye Examinations

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Employees assigned to operate a V.D.T. as part of his/her duties shall, at the commencement of employment and annually thereafter, be given the opportunity to take an eye examination by an ophthalmologist or optometrist qualified to give the following tests:

- Unaided Visual Acuity (letter chart test);
- Refractive Findings;
- Corrected Visual Acuity;
- Amplitude Accommodation;
- Suppression;
- Distance Muscle Balance (Maddox Rod);
- One Metre Muscle Balance (Maddox Rod);
- Near Muscle Balance (Maddox Wing);
- Slit Lamp Biomicroscopy.

The employee shall sign a form authorizing release of the ophthalmologist's or optometrist's report to the University, and a copy of the report shall be supplied to the University and the employee. The cost for these tests incurred above OHIP rates shall be paid by the University.

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(c) Work Breaks

Employees shall not be required to perform more than one (1) hour's continuous work at a V.D.T. to the exclusion of other duties at any one time, and the University shall ensure that a break from the machine (which may include the performance of other work), of ten (10) minutes' duration, is made available under such circumstances.

ARTICLE 24. FILES AND RECORDS

24.01 The University agrees that such official personnel files and records that it may maintain from time to time, relating to bargaining unit members, shall be treated as confidential and shall be accessible only to personnel and labour relations officials, other persons involved in personnel and labour relations proceedings including appropriate supervisors and managers, as well as to Ryerson's auditors.

24.02 An employee may inspect, in the presence of a designated Human Resources Officer, his/her personnel file during normal working hours upon request made to the Human Resources Information Management (Records) employee.

24.03 An employee may authorize in writing any person to inspect his/her personnel file, and if the person so authorized is a Steward or Officer of the Union he/she shall be given access to the file as provided in Article 24.02 above.

24.04 Any factually false material, or material of a detracting nature which is irrelevant to the status of an employee of the University, found on the employee's personnel file shall, at the employee's request, be forthwith removed therefrom.

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24.05 Any disciplinary notation shall be removed from an employee's file and shall be destroyed and not usable as evidence in any proceedings when a period of two (2) years has elapsed from the date of the notation, except where the disciplinary notice concerns an offense of a felonious nature.

24.06 The employee's medical file shall be kept confidential and shall be accessible only to members of the University's, Health Centre. If the employee wishes to learn about the findings reflected on his/her medical file the Director, Health Centre shall, at his/her written request, transmit a summary of his/her findings to a physician designated by the employee.

ARTICLE 25. BULLETIN BOARDS

25.01 The Employer agrees that the Union shall provide and maintain a central bulletin board in a location as designated by the University in consultation with the Union. The employer agrees that Union notices may also be posted on appropriate bulletin boards designated for use by the Ryerson Community.

ARTICLE 26 - HOURS OF WORK

26.01 (a) Full-time work of members of the bargaining unit shall normally involve 36 1/4 hours per week worked in staggered shifts of eight (8) hours per day, five (5) days a week, including a break of forty-five minutes for lunch (unpaid) and two (2) short breaks in each shift for refreshments (paid).

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Nothing in the above paragraph prevents the University from implementing work schedules that are less than or more than five working days provided that such work schedule does not exceed 36.25 hours per week.

(b) The University shall confirm the employee's work schedule in writing no later than thirty (30) working days after ratification of the Collective Agreement.

- (c) The parties agree that where employees regularly work on shifts other than those specified in Article 26.01 (a) above, the University will provide the employee with two (2) weeks notice of his/her shift schedule of a temporary change in his/her shift schedule.

The parties agree that where employees regularly work on shifts other than those specified in Article 26.01 (a) above, the University will provide the employee with four (4) weeks notice of his/her shift schedule of a change in his/her shift schedule.

Where the University alters established work patterns which result in changes in shift schedules, including new work schedule(s) for Saturday and Sunday, it shall provide to the local union and the employee(s) concerned six (6) weeks notice of such change(s).

The change shall be discussed with the local union, the University shall hear and consider any representation made by the local union provided that it is made within the notice period.

The University shall endeavour to reach agreement with the local union before implementing such change(s). Should there be no agreement, the University shall provide the local union with reasons, in writing, for implementing without agreement. It is understood that all of the foregoing shall take place within the six (6) week notice period unless an extension to the notice is mutually agreed to by the parties.

- (d) Any shifts for which the notice specified in Article 26.01 (c) above, has not been provided shall be considered to be overtime and the provisions of Article 26.08 below, shall apply.

- 26.02 (a) ³⁵_I Where an employee so requests, and this judged by the University to be compatible with service requirements, the full-time work week may be condensed into four ten-hour shifts on four (4) days a week, with the same breaks for luncheon and refreshments. In any week in which a public or designated holiday occurs, these arrangements shall be modified as required to give the employee concerned the benefit of the reduction of the total weekly working time resulting from the incidence of such holiday.

- (b) ³⁵_{b.} Where an employee so requests, and this is judged by the University to be compatible with service requirements, the full-time work week may be condensed by adding twenty (20) minutes to each working day for nine days in any two-week pay cycle, and working four (4) and 1/4 hours on the tenth day of the same pay cycle. In any weeks in which a public or designated holiday occurs, these arrangements shall be modified as required to give the employee concerned the benefit of the reduction of the total weekly working time resulting from the incidence of such a holiday.

- 26.03 Part-time work shall involve such percentage of full-time work per week and of shifts, as the University considers adequate for the execution of required tasks, and luncheon and refreshment breaks shall apply as appropriate.
- 26.04 The luncheon break shall not be scheduled later than five hours after the beginning of the shift.
- 26.05 (a) Where the operations of the University so require, bargaining unit members may be called upon to work overtime. Decisions concerning overtime work assignments shall be made by the immediate supervisor. In reaching such decisions, the wishes of the bargaining unit members concerned shall be considered, and in the case of conflicting requests as between bargaining unit members, seniority shall be the determining factor.
- (b) The University will advise employees of required overtime work as far in advance as practicable and will give notice of scheduled overtime required prior to the conclusion of the preceding work day except in circumstances beyond its reasonable control.
- (c) The University agrees to attempt to distribute work as equitably as practicable amongst qualified employees in the work groups in which the overtime work is required.
- (d) $\frac{40}{2}$ Whether or not advance notice of required overtime has been given the University shall take into consideration the legitimate requests of employees to be excused from working overtime.
- (e) Employees who have been excused on this basis shall be deemed to have worked overtime for the purposes of considering equitable distribution.

Shift Work

- 26.06 (a) The University shall give a break, between shifts, of as many hours as is reasonably possible.
- (b) the University shall pay a shift premium of 50c per hour for all hours worked between 4:00 pm and midnight and 57c per hour for all hours worked between midnight and 8:00 am. Where more than fifty (50) per cent of the hours worked on any regular shift fall between the period of 4:00 pm and midnight or midnight to 8:00 am, the appropriate shift premium shall be paid for those hours falling between 4:00 pm to midnight or midnight to 8:00 am.

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26.07 Overtime Definitions

Overtime is defined as all hours approved and assigned in a week in excess of those hours specified in Article 26.01 above. This shall not include attendance at conferences.

26.08 Overtime Payment

- (a) All approved and assigned hours of overtime worked (as defined) shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.
- (b) Notwithstanding the provisions of Article 26.08 (a) above, alternative overtime compensation may be negotiated between the parties.
- (c) When either party gives notice to the other party for alternative overtime compensation, they shall provide the other party with a list of such position(s) and the rationale for its request to negotiate alternative overtime compensation.

Any alternative to compensating overtime shall be mutually agreed to by the parties before implementation. It is understood that approval shall not be unreasonably withheld.

26.09 Sunday

$\frac{37d}{0}$ Where approved and assigned work is performed on a calendar Sunday, it shall be paid, for all hours worked on Sunday, at the rate of double the employee's regular rate of pay.

26.10 Compensating Time Off

$\frac{41}{1}$ Where the employee and the University mutually agree, lieu time off at the equivalent rate may be substituted for payment, provided that no more than seventy-two and one-half (72.5) hours may be accumulated. As a transition measure, employees who currently have more than seventy-two and one-half (72.5) hours in their overtime bank must schedule with their supervisors appropriate time off between the date of ratification and September 1, 1997, to bring the bank down to the agreed-to level.

26.11 Work Done Outside Normal Working Hours and Outside the Workplace

Where the University approves and assigns overtime work, as defined in Article 26.07 above, and such approved and assigned work is done outside the work place and outside the employee's normal working hours, all approved and assigned hours of work shall be paid at the appropriate overtime rate as outlined in Article 26.08 above.

ARTICLE 27. ON-CALL PAY

27.01 On-Call Pay

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When an employee is assigned to "on-call" he/she shall be paid an additional one (1) hour pay at his/her regular rate for each eight (8) hours the employee is assigned to "on-call". If the employee is called back he/she shall be paid a minimum of three (3) hours pay or the appropriate overtime rate whichever is the greater.

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Notwithstanding the clause immediately above for each occasion the employee is assigned to "on-call" if the employee is called and is able to attend to the situation without returning to the workplace, he/she shall be paid a minimum of one (1) hour's pay at the appropriate overtime rate.

For the duration of the University's officially designated Christmas Break period only, when an employee is assigned to "on-call", he/she shall be paid two (2) additional hours at his/her regular rate of pay for each eight (8) hours the employee is assigned to "on-call". If the employee is called back he/she shall be paid a minimum of four (4) hours pay or the appropriate overtime rate whichever is greater.

ARTICLE 28. STAFF DEVELOPMENT

28.01 The University shall endeavour, where possible, to make available to members of the bargaining unit such opportunities for personal development as it considers it is able to provide. While this will remain solely within the discretion of the University, the University nevertheless agrees to take into account the wishes of members of the bargaining unit and the Union.

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Members of the bargaining unit shall strive to maintain their acquired skills and occupational qualifications and to improve and add to them whenever possible. They are expected and may be required to attend training, retraining and general development seminars and courses offered or paid for by the University, and if such attendance involves absence from their normal place of residence the provision of Article 12.03 shall apply.

28.02 Advisory Committee

The University shall establish a joint union/management advisory committee on Staff Training and Development for employees of the OPSEU Local Union, reporting to the Director, Human Resources.

The advisory committee shall be comprised of four (4) members in total, *two* (2) appointed by the local union, and *two* (2) members appointed by the University. The committee shall be mandated to advise the Director, Human Resources in the areas of needs assessment, development, implementation and evaluation of individual and/or group programmes for employees of the OPSEU bargaining unit.

Before the Director, Human Resources makes a final decision on the recommendations received from the advisory committee, he/she shall consult with the local union president.

Funding

The University shall allocate to the Human Resources Department, funding allocations as outlined below, which shall be specifically and solely targeted for training and development programmes for employees of the OPSEU bargaining unit.

- For the 1992/93 fiscal year specifically, **April 1, 1992** to March 31, 1993 -- \$15,000.00.
- For the 1993/94 fiscal year specifically, April 1, 1993 to March 31, 1994 -- \$15,000.00.

The funding shall be administered by the Human Resources Department. Any funds not spent shall be carried over to the next fiscal year.

28.03 The University shall maintain a tuition reimbursement system under which all members of the bargaining unit shall be entitled to:

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- (a) reimbursement in full of tuition fees paid by them for any non-credit courses recognized by the University as work-related, attended by them at the University;
 - (b) reimbursement in full of tuition fees paid by them for any credit or non-credit courses recognized by the University as work-related, and for any credit courses attended by them at another educational institution recognized for this purpose by the University which constitute part of a programme of study leading towards a diploma or degree certifying completion of a programme of post-secondary studies;
 - (c) the foregoing is subject, in the case of credit courses, to obtaining a passing grade, and in the case of non-credit courses, to maintaining at least 70% attendance record.

28.04 (a) the expression "tuition fee" means only that portion of the total attendance fees which is designated as such and constitutes charges for attendance of specific credit courses;

(b) the expression "course" means a sequence of periods of class instruction spaced at regular intervals and extending over at least a substantial part of an academic term,

- 28.05 Upon request and presentation of proof of enrolment and of the amount of tuition fee paid or to be paid, members of the bargaining unit shall be entitled to receive an interest-free advance upon their salary, the amount of which shall not exceed the amount of the tuition fees that might be reimbursable. Any such advance shall be repaid by payroll deduction in four equal monthly installments beginning with the first payroll in the month following that in which the advance was made.
- 28.06 The responsibility for staff development and the administration of the various systems and provisions related to it shall rest with the Director, Human Resources Department who shall make his/her decisions in consultation with the immediate supervisor.
- 28.07 Request to participate in the above items may be initiated by either the employee or supervisor concerned.
- 28.08 Free Tuition
- (a) The University shall maintain a free-tuition system under which all members of the bargaining unit, as well as members of their immediate family, shall be entitled to attend, free of tuition fee, credit and non-credit courses offered by the University.
 - (b) In the preceding paragraph:
 - (i) the expression "immediate family" embraces: the spouse (including same sex spouse); children, including step-children, up to age 25; or children of any age who are disabled and financially dependent on the bargaining unit member for main support;
 - (ii) the expression "tuition fee" means only that portion of the total attendance fees which is designated as such and constitutes charges for attendance of specific credit and non-credit courses;
 - (iii) the expression "course" means a sequence of periods of class instruction spaced at regular intervals taken at the University.
 - (iv) Seminars, workshops, and conferences shall be defined as those educational events which are five (5) or less consecutive days and these are specifically excluded from the above as outlined in Article 28.08 (b) (iii) above.
 - (c) The entitlement set forth in Article 28.08 (a) above, is subject to the condition that the person concerned must meet the University's normal admission requirements and must be accepted, in competition with others, under the usual selection system.

ARTICLE 29. PAID HOLIDAYS

29.01 The following public holidays shall be observed in the University:

New Year's Day

Good Friday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Christmas **Day**

Boxing Day

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NOTE: Remembrance Day

Veterans shall be permitted to attend Remembrance Day observances on request without loss of regular earnings.

29.02 Where a holiday is observed by the Employer on a day other than its calendar date, the day on which the Employer observes the holiday shall be deemed to be the holiday for the purposes of this Agreement.

29.03 If a holiday is observed on an employee's regularly scheduled day off, another day in lieu with pay as specified in Article 29.01 above, shall be granted at a time acceptable to the employee and his/her Supervisor. Failing agreement, the day shall be paid.

29.04 An employee who works on a holiday shall be paid one and one half (1 1/2) times his/her regular rate for such time worked plus the holiday pay.

29.05 In recognition of the special nature of the Christmas holiday break, an employee who is authorized and assigned to work during the University's officially designated Christmas Break period shall be paid two (2) times his/her regular rate of pay for such time worked plus the holiday pay.

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ARTICLE 30. VACATIONS

30.01

(a) Members of the bargaining unit, serving on probationary or regular appointments, shall be entitled to vacation leave with pay as follows:

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01-03 (i) one and a quarter (1 1/4) working days of leave per month of service up to the end of the eighth (8) year of service (3 weeks per year)

09-04 (ii) one and two thirds (1 2/3) working days of leave per month of service from the beginning of the ninth (9) year of service (4 weeks per year)

15-05 (iii) 2.08 working days of leave per month during the fifteenth (15) year of service (5 weeks per year)

(b) notwithstanding the provisions of 30.01 (a) above, vacation leave shall not accrue during leave without pay from the twenty-third working day on; nor during the period of sick leave and long-term disability leave from the beginning of the seventh month of such leave on;

(c) maximum accumulation of accrued vacation leave under Article 30.01 (a) above, shall be twenty-four (24) times the applicable monthly accrual rate and once the maximum is reached no further accrual under Article 30.01 (a) above, shall take place, unless, in exceptional circumstances of service requirements, which precluded the taking of vacation by the bargaining unit member concerned, the maximum is raised by the University;

(d) all vacation leave arrangements are subject to service requirements and all plans for taking such leave shall be discussed by the bargaining unit member with his/her immediate supervisor well in advance; a prior authorization by such supervisor is required for any vacation; such authorization shall not be unreasonably withheld.

(e) any credit balance of accrued vacation leave standing on the leave account of a member of the bargaining unit on the day of separation from employment shall be commuted to cash at the rate of his/her last salary; otherwise accrued vacation leave is not commutable to cash.

30.02 Seniority of employees shall be a consideration in resolving conflicts in requests of employees for vacation schedules.

30.03 When a holiday as defined in Article 29 occurs or is observed by the University while an employee is on vacation, it shall not be charged against the employee's vacation credits.

30.04 Vacation entitlement for employees working less than twelve (12) months per year will be prorated accordingly.

ARTICLE 31. SICK LEAVE

31.01 Employees are required to attend work regularly. When unable to attend for reasons of personal illness, the employee must contact his/her supervisor or in his/her absence the next senior available person as far in advance as possible but no later than one-half hour after his/her scheduled starting time, giving the reason he/she is unable to attend work, the date of his/her expected return, and where he/she can be contacted during his/her absence. **An** employee may be required by the University to substantiate the reasons for any absence.

31.02 Members of the bargaining unit shall be entitled to sick leave when due to disability they are unable to attend at work, subject to the following:

$\frac{73}{66998}$ (a) the maximum continuous period of sick leave with full pay for each disability for those serving on probationary or regular appointments shall be sixty-six (66) working days;

(b) proof of inability to attend shall not be required in respect of the first three (3) working days of any one disability claimed by the bargaining unit member provided that in a given calendar year not more than a total of seven (7) working days of sick leave can be claimed in that manner; beyond that a physician's certificate attesting to the period of such inability may be required; in cases of absences of over three (3) working days, the University may require that an employee be examined medically at reasonable intervals. In such circumstances such medical examinations shall be conducted by a mutually agreed upon physician. Should there be no agreement within ten working days between the employee and the University, a physician shall be designated by the University's Health Centre. In such cases the University agrees to pay any fees beyond those covered by OHIP and, where the employee is required to be examined while he/she would otherwise be working during normal working hours, he/she shall suffer no loss of normal salary.

Notwithstanding the above, an employee may choose instead to be examined by the University's Health Centre physician or the University may request the employee to be examined by the University's Health Centre physician in circumstances of illness, injury or accident, in order to determine if the employee is medically fit to continue and/or report for work.

31.03 Following the period of sick leave with pay accorded pursuant to Article 31.02 above, members of the bargaining unit serving on probationary or regular appointments who claim continuing disability preventing them from attending at work, shall be subject to the same medical certification provisions as set forth in Article 31.02 (b) above, be placed on the sixty-seventh working day of their disability on long-term disability leave; during such leave, they shall not be receiving their salary from the University, but shall, subject to the provisions of the Long-Term Disability Protection Plan, be receiving long-term disability pay.

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A member of the bargaining unit who after returning to work from a long-term disability leave suffers a recurrence of the same disability shall be placed back directly on long-term disability leave.

ARTICLE 32. BENEFITS

32.01 The Employer shall provide for probationary and regular employees a benefits package as follows (in addition to statutorily required benefits viz: CPP, UIC, Workers' Compensation):

- 701
100 - Semi-Private Hospital Accommodation 16
- 71 70e
9 - Supplemental Medical Benefits 9
- p- Dental Plan
- 75 70d
999999P - Long-Term Disability Income 999999P 999999P
- Ryerson Retirement Pension Plan (RRPP) as per the Plan document
- 72 70c
999 - Group Life Insurance 100
- Official Travel Accident Insurance
- Private Accident Insurance 100 100
- Retiree Benefits

The benefits listed below shall cover probationary and regular employees' spouses (including same sex spouses):

- Semi-private Hospital Accommodation
- Supplemental Medical Benefits
- Dental Plan
- Group Life Insurance
- Official Travel Accident Insurance
- Private Accident Insurance
- Retiree Benefits relative to Life, Health and Dental Insurance coverage only

32.02 The terms and conditions of the above listed benefits shall be as stipulated in the relevant instruments (insurance policies, Board of Governors' resolutions) copies of which are available for perusal to the employees and Union officials.

- 32.03 The Private Accident Insurance and Retiree Benefits shall be financed entirely by the employees. The two pension plans (CPP and RRPP) which shall be financed by equal contributions of the Employer and the Employees and the unemployment insurance shall be financed as provided by the relevant regulations. Long-term disability benefit shall be financed by the Employer and the employees paying the premium costs as outlined in Appendix J. The remaining benefits outlined in Article 32.01 above, shall be financed entirely by the Employer.
- 32.04 The Union recognizes the Employer's right to alter from time to time the specific terms of these instruments provided, however, that this does not result in any lessening of existing benefits.
- 32.05 The University agrees to pay the cost of premiums for partial year career employees for their scheduled non- work periods subject to Article 32.03 above.

ARTICLE 33. JOB EVALUATION - REVIEW, EVALUATION AND APPEAL

- 33.01 (a) Except as provided in Article 33.01 (b) and Article 33.01 (c) below, the job evaluation process described in Appendix G of the Collective Agreement effective July 1, 1992 to June 30, 1994 shall lapse on ratification of a new collective agreement.
- (b) Conversion appeals that have been initiated prior to the date of ratification shall be completed as agreed upon by the parties pursuant to the Memorandum of Settlement dated November 3, 1995 and the letter of undertaking dated May 3, 1996. The University shall implement the decisions of the appeal committee within the scope of the financial agreement signed by the parties and reflected in the Memorandum of Settlement dated November 3, 1995.
- (c) The Job Evaluation Plan described in Appendix H of the collective agreement dated July 1, 1992 to June 30, 1994 (including factor definitions, generic factor analysis and interpretations subsequently agreed to) and the process agreed to by the parties for such job evaluation as outlined in the memorandum of understanding dated June 25, 1996 shall continue to be the basis for classification of positions until the revised Job Evaluation System is implemented by the University.
- 33.02 (a) The University shall revise the Job Evaluation Plan and shall evaluate and implement results under the revised plan. The objectives of the revised plan are to:
- $\frac{16}{2}$ ensure internal equity within the OPSEU employee group through consistent application of the Job Evaluation Plan;

- ensure adherence to the Ontario Pay Equity Act, 1987, by determining the relative value of positions; and
- contribute to the administration of salaries by determining the relative value of positions.

Following revision of the plan and prior to implementation, the University and the local union shall meet to ensure compliance with the prevailing Pay Equity legislation. Following evaluations of **jobs** the University shall provide the local union with copies of all **job** descriptions and evaluations.

- (b) Under the revised plan, no more than twenty-five (25%) percent of the positions in the bargaining unit will be downgraded or upgraded per each twelve (12) month period commencing with the implementation of the revised Job Evaluation Plan .
- (c) As soon as possible following ratification of the Collective Agreement, and as necessary thereafter, the University and the local union shall meet to select and develop training for Arbitrators as described in 33.04 (c).

33.03 Classification/Grading Grievances

Where the union or an employee believes his/her position is improperly classified they may file a grievance, which shall be processed as provided below.

- (a) First Stage
 - (i) A grievance in writing is submitted to the Manager, Compensation and Job Evaluation or his/her designate stating that the incumbent's position is incorrectly graded.
 - (ii) The incumbent, incumbent's supervisor, and supervisor's superior will meet within twenty (20) working days of the receipt of the grievance to obtain agreement that the incumbent's **job** description and any other relevant job information accurately reflects the job being performed.
 - (iii) If no agreement is obtained as outlined above, the employee may forward the grievance to the Director, Human Resources or his/her designate who has ten (10) working days from the receipt of the grievance to obtain agreement with respect to the job description.
 - (iv) The Manager, Compensation and Job Evaluation or his/her designate will meet with the complainant/union within (10) working days of receipt of an agreed upon **job** description to learn the desired grade level, and supporting rationale.

- (v) The Manager, Compensation and Job Evaluation or his/her designate will implement the procedures to effect the evaluation for the position.
 - (vi) The Manager, Compensation and Job Evaluation or hisher designate will respond in writing to the complainant/union within ten (10) working days from the conclusion of the meeting referred to above.
- (b) Second Stage
- (i) The complainant/union if not satisfied with communication received from the Manager, Compensation and Job Evaluation or his/her designate may forward a written copy of the grievance to the Director, Human Resources or hisher designate within 5 working days of advice from the Manager, Compensation and Job Evaluation or hisher designate.
 - (ii) Director, Human Resources or his/her designate will hear the grievance as prescribed in the Collective Agreement, Article 7.
 - (iii) Director, Human Resources or hisher designate will respond in writing, Article 7 as prescribed in the Collective Agreement.
- (c) Third Stage
- (i) Failing resolution through the grievance process, the matter may be referred to Expedited Classification Arbitration as outlined below (the normal arbitration process outlined in Article 9 of the Collective Agreement shall not apply in matters of classification grievance).

33.04 Expedited Classification Arbitration

- (a) If the University or the local union requests that a classification grievance be submitted to arbitration, it shall proceed as herein provided.
- (b) Any matter so referred to arbitration, including any question as to whether the matter is arbitrable pursuant to this process, shall be heard by a specially trained sole Arbitrator. The Arbitrator shall be selected by the parties from a list agreed to by them or, failing agreement, by a lot from the agreed-on list, within ten (10) working days of the referral to arbitration.
- (c) All arbitrators shall undergo an initial training session on the Job Evaluation Plan to be presented by the parties and such updated training or re-orientation as the parties may deem necessary from time to time.

- (d) A single Arbitrator appointed under this expedited procedure shall commence to hear the matter referred within twenty-one (21) working days of his/her appointment wherever possible, and shall issue a brief written notice of his/her decision within fourteen (14) working days of the hearing. Copies of the decision will be sent to the Local union, the OPSEU Grievance Department, and the University.
- (e) The following information shall be received by the Arbitrator no less than fourteen working (14) days prior to the hearing:
- a job description provided by the University;
 - a completed position description questionnaire (PDQ);
 - a brief written submission by the local union describing the grievance and referencing the appropriate sections of the job description and the PDQ;
 - a brief written submission by the University.

The parties shall deliver their written submissions to the other party at the same time that they are forwarded to the Arbitrator. No written submission or materials can be considered at the hearing that have not been provided by the parties in conformity with the process set out in this Article.

- (f) The parties agree that the process shall be informal and that legalistic processes normally used in conventional arbitration shall not be used. Up to three (3) management representatives and three (3) union representatives may attend the hearing. One (1) person from each side will be designated as the spokesperson. The Arbitrator may ask questions of any of the Union or management representatives present. The spokesperson for each party may give a summary statement normally not exceeding fifteen (15) minutes at the conclusion of the question period. While it is generally not the intent of the parties to use outside legal counsel at an expedited arbitration hearing, they shall notify the other party at least ten (10) working days in advance of the hearing.
- (g) The parties shall share equally the fees and expenses of the Arbitrator.
- (h) Time limits provided for in this Article may be varied or extended by specific written agreement of the parties in any particular proceeding.
- (i) The classification Arbitrator shall have jurisdiction to determine the classification of the employee(s) or positions. The classification Arbitrator shall not have jurisdiction to amend the revised Job Evaluation Plan.
- (j) The classification arbitration award shall be binding on the parties to this agreement and any employees involved.

ARTICLE 34. GENERAL

34.01 Meal Allowance

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065 (a) Any employee who works two and one-half hours or more beyond the end of his/her normal work day is eligible for a meal allowance of six dollars and fifty cents (\$6.50).

(b) An employee who works four hours or more of approved and scheduled overtime on a Saturday, Sunday, or designated holiday is eligible for a meal allowance. If the overtime exceeds nine and three-quarter hours, he/she shall be eligible for two meal allowances.

34.02 It is understood and agreed that there shall be no duplication, pyramiding or double counting of any premium payment whatsoever as provided in this Agreement, nor shall the same hours worked be utilized more than once to attract more than one rate of pay or premium payment.

34.03 The Parties agree that, at least twice yearly, meetings under Article 6.03 may be constituted in order to discuss the University's use of term and partial-year appointments. At such a meeting, the University shall explain the rationale for any such appointment, if requested.

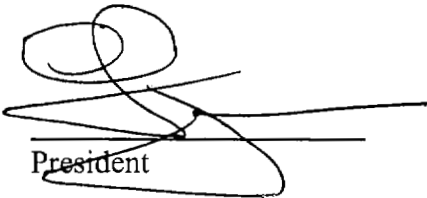
34.04 This Agreement shall be effective as and from the date of last ratification by the Union and shall expire on the 30th day of June 1998. Thereafter; it shall continue in full force and effect for one (1) year and from year to year thereafter unless either party gives to the other party within ninety (90) days prior to its expiry, written notice of its desire to amend or terminate this Agreement.

34.05 It shall be the duty of the employee to notify the Employer promptly of any change in address, and the Employer is entitled to rely, for all purposes, on the last address of which notified.

Dated at TORONTO, this 10th day of June, 1997.

The Board of Governors
of Ryerson Polytechnic
University

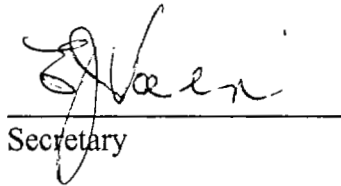
Ontario Public
Service Employees
Union, Local 596



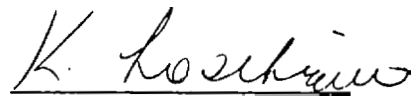
President

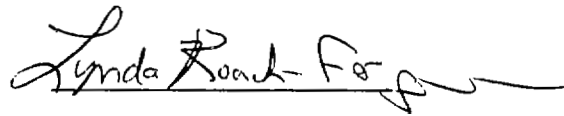


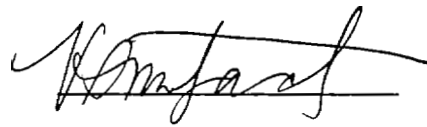
President



Secretary









Ken Bost

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APPENDIX A

Grade	Minimum	Step 1 - 3 months	Step 1 - 6 months	Step 2	Step 3	Step 4	Step 5	Step 6
1	18,413.97	19,163.38		19,912.29	20,662.18	21,411.58		
2	19,903.88	20,713.92		21,523.96	22,334.00	23,144.05		
3	21,453.30	22,326.39		23,199.51	24,072.60	24,945.70		
4	23,151.55	24,093.77		25,035.98	25,978.20	26,920.41		
5	24,010.16		25,028.78	26,047.39	27,066.01	28,084.61	29,103.23	
6	25,925.29		27,025.15	28,125.03	29,224.88	30,324.74	31,424.60	
7	28,011.83		29,200.21	29,792.73	30,957.81	32,122.89	33,287.96	
8	29,648.46		30,906.28	32,164.10	33,421.91	34,679.72	35,937.53	
9	32,002.39		33,360.06	34,717.73	36,075.42	37,433.09	38,790.77	
10	34,580.45		36,047.50	37,514.55	38,981.61	40,448.65	41,915.69	
11	37,046.46		38,618.13	40,189.79	41,761.46	43,333.13	44,904.80	
12	38,319.29		40,016.99	41,714.67	43,412.36	45,110.04	46,807.74	48,505.43
13	41,432.02		43,267.61	45,103.22	46,938.80	48,774.41	50,609.99	52,445.59
14	44,920.43		46,910.57	48,900.72	50,890.86	52,881.00	54,871.15	56,861.29
15	48,677.18		50,833.77	52,990.36	55,146.95	57,303.53	59,460.10	61,616.70
16	52,460.81		54,785.03	57,109.23	59,433.45	61,757.66	64,081.87	66,406.09

APPENDIX B

REI REMENT

Normal Retirement Age

1. An employee shall normally retire at the end of the month in which he/she reaches age 65.

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Partial Retirement

2. An employee who has reached age 58 may by mutual agreement with the University be placed for the remainder of his/her service in partial retirement status by having hisher workload and his/her salary reduced by an agreed percentage.
3. If such a reduction is to no less than 75% of a full workload and the employee has no less than 10 years of service in the University and is within five years of an entitlement to a full pension he/she shall retain all hisher social security benefits including paid sick leave.

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Furthermore, subject to the same conditions, if permissible under the terms of his/her pension plan and if so requested by the employee, his/her participation in such a plan shall be on the basis of a notional pensionable salary which shall be the equivalent of what hisher pensionable salary would have been from time had he/she not had his workload and his/her salary reduced.

Contributions to the pension plan and to any ancillary plan related to the pension plan (such as the Superannuation Adjustment Benefits Act) by the University and by the employee and the employee's eventual pension benefits shall then be calculated and paid as a function of his/her notional pensionable salary.

4. If an employee has his/her workload and salary reduced but does not meet all the conditions specified in the first sub-paragraph of paragraph 3, hisher participation in the University's social security program shall cease except to the extent to which any particular social security coverage is required by law or can be arranged at the employee's cost.

In such a case his/her entitlement to paid sick leave shall be reduced in proportion to the reduction in his/her workload and salary.

If permissible under the terms of his/her pension plan such an employee may also draw a pension during such partial retirement by in such a case his/her reduced salary shall be set in such a manner that when added to his/her pension it does not produce a sum which is more than 15% higher than what his/her full salary would from time to time be if he/she had not been placed in partial retirement status.

5. When an employee's workload is reduced pursuant to paragraphs 2 to 4 above, the rate of accumulation of his/her vacation credit shall be reduced proportionately.

Extension of Employment Beyond Normal Retirement Age

6. Notwithstanding the provision of paragraph 1 above, an employee who is nearing age 65 may, by mutual agreement with the University, have his/her employment extended beyond this age for a period or--by successive extensions -- for periods of time up to the end of the month in which he/she reaches age 72. Such an extension or extensions may be on a full workload basis or on a partial retirement basis with workload and salary reduction and conditions foreseen in paragraphs 3, 4 and 5 above.

Considerations and Procedures Governing Partial Retirement and Extension of Employment

7. In deciding whether to agree to any of the retirement arrangements set forth in paragraphs 2 to 5 and in paragraph 6 above, the University shall be governed by the concept that in principle opportunities should be provided for employees in the 58 to 72 age-bracket retirement zone to arrange for the desired degree of their workload commitment at any period of time and the pace and timing at which they might wish to effect, through partial retirement, the transition from full-load employment to full retirement.

This concept of flexible retirement must nevertheless be subject to the consideration of the essential interest of the University in ensuring a high level of service and fair employment opportunities for all its employees.

In thus endeavouring to strike a balance between the interest of the employee and those of the University the University shall be guided by such considerations as:

- (a) in the case involving the provisions of paragraphs 2 to 5 above, the feasibility of arrangements for dispensing with or for the absorption by others of the workload portion which would remain if an employee were placed in partial retirement;

- (b) in the case involving the provision of paragraph 6 above: the affected employee's basic qualifications and their currency and his/her professional standing and reputation; his/her record of performance and conduct; his/her health and sick leave record and his/her health prognosis for the future; impact upon any existing or threatening redundancy of younger employees in a given area of specialization; impact upon opportunities for advancement of younger employees of equal qualifications or potential; manpower and career planning requirements of the University; etc;
8. Discussions aiming at reaching a mutual agreement concerning any of the retirement zone work arrangements foreseen in paragraphs 2 to 5 and 6 above may be initiated by either the University or the employee concerned and may take place well ahead of the intended commencement date of any such arrangement. The employee shall be given full opportunity to express his/her wishes in this regard, to explain his/her underlying reasons for them and to comment upon modalities by which, from the University's standpoint, they may best be met.

Post-Retirement Work Arrangements

9. In lieu of the employment arrangements referred to in paragraphs 2 to 5 and 6 above, an employee in the retirement zone may, by mutual agreement with the University be placed in another form of remunerative association with the University, such as a long term consultative arrangement or a contract for completion of a given work or a succession of works etc. In such a case his/her employment with the University shall cease and he/she shall be remunerated by an honorarium and/or such other provisions as may be mutually agreed.
10. The provision of the preceding paragraph shall apply with such changes as are appropriate to a former retired employee regardless of his/her age.

Volunteer Roles for Retired Employees

11. Retired employees may be invited to participate on a volunteer basis in the various boards, committees, task forces, working groups, etc. existing in the University, as members, advisors, etc.

Retirement Counselling

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12. The University shall endeavour to organize pre-retirement counselling programs to assist employees in the retirement zone in preparing for changes in their work and life incident to eventual retirement. Furthermore, the Human Resources Department, the Finance Department, the Counselling Services, the Health Clinic and any other department or service of the University which may be helpful shall be available for advice on any individual problem facing an employee in the retirement zone.

Facilities and Participatory Activities for Retired Employees

13. Retired employees shall have the right to continue making use of the various University services such as the Health Clinic, Counselling Services, Library, Food Services, Athletics etc. on the same basis on which these services are available to active employees; they are also encouraged to participate, on the same basis that applies to active employees, in activities of cultural, artistic, social or other nature taking place within the University. Under the University's present general policy, persons aged 60 or more can enroll tuition-free in any course offered by the University in its day or evening programs, subject to applicable admission conditions.

General Provisions

14. Decisions whether to enter into any of the mutual agreements referred to in this Policy (paragraphs 2, 6, and 9 above) shall be discretionary to the University and shall not be grievable. These decisions shall be made by the President who shall act with the advice of the appropriate Vice-president and the Director of Human Resources.
15. If the provisions of any policy or of any collective agreement applicable to a particular employee bearing on the issues dealt with in this Policy are more favourable to him/her than the provisions of this Policy, the former shall prevail.
16. In this Policy, "employee" means a regular employee i.e. an employee who is employed on an indefinite, career basis and who has satisfactorily completed the probationary period of his/her service, and includes an employee serving on an extension beyond normal retirement age.

APPENDIX C

DEMOTIONS AND RED CIRCLE POLICY

Applicability: All academic and administrative support staff.

Objective:

The objective of this policy is to outline provisions governing salary treatment for employees who are assigned to a lower graded position within the University.

Definition: Assignment to a lower graded position may come about either as a result of:

- a) The employee's inability to meet the requirements of his/her position (DEMOTION)
or
- b.) Organizational changes beyond the employee's control (RED CIRCLE)
In each case the salary treatment will vary and the specifics are outlined in the procedure.

Director, Human Resources

The Director, Human Resources is charged with the responsibility for administration, interpretation and application of this policy.

PROCEDURE FOR DEMOTIONS AND RED CIRCLE PROVISIONS

1. INABILITY TO MEET REQUIREMENTS OF THE JOB: (DEMOTION)

Should an employee be assigned to a lower graded position because of an inability to perform in his/her position, the following salary provisions will apply:

Salary Treatment

- a) Where at the time of the grade change the employee's salary is equal to or higher than the scale maximum of the lower graded position, his/her salary will
 - i) be adjusted to the scale maximum of the lower graded position;
 - ii) he/she will be eligible to receive any across-the-board or scale adjustment increases to the lower grade.
- b) Where at the time of the grade change the employee's salary is less than the maximum of the lower graded position he/she will:

- i) retain his/her existing salary;
- ii) be eligible to receive any across-the-board or scale adjustment increases to the lower grade;
- iii) be eligible to progress through the range in the "normal way" to the scale maximum of the lower graded position.

2. ORGANIZATIONAL CHANGES (RED CIRCLE PROVISION)

Should an employee's position be evaluated at a lower level as a result of organizational requirements (eg. reorganization of department/unit, reassignment of duties, re-evaluation of position, etc.), the following salary provisions will apply:

Salary Treatment

- a) Should an employee's position be evaluated at a lower level prior to the implementation of the revised Job Evaluation Plan referred to in Article 33, on the effective date of the change of the employee's position grade the employee will retain his/her existing salary for a period of eighteen (18) months only. Thereafter his/her salary will be adjusted to the appropriate step on the grid of the lower graded position or the scale maximum of the lower graded position, save and except those employee's falling under the provisions of Article 17 - Lay-off and Recall .

Should the employee's position be evaluated at a lower level as a result of the implementation of the revised Job Evaluation Plan outlined in Article 33, on the effective date of the change of the employee's position grade the employee will retain his/her existing salary for a period of one year only. Thereafter the employee's salary will be adjusted to the appropriate step on the grid of the lower graded position or the scale maximum of the lower graded position, save and except those employees falling under the provisions of Article 17 - Lay-off and Recall .

DIRECTOR, HUMAN RESOURCES

The Director, Human Resources will take the necessary action to implement the salary change and will confirm this in writing to the employee and his/her supervisor.

APPENDIX D

RYERSON RETIREE BENEFITS SUMMARY

Benefits are available to retirees at their own cost. Retirees are divided into 2 categories - early and normal retirees.

An Early Retiree, referred to as "early retiree" is a person with 10 or more years of service with Ryerson, who retires between the age of 55 and 64.

A Normal Retiree, referred to as "retiree" is a person with 10 or more years of service with Ryerson who retires at age 65 or more.

Benefits coverage is offered to the retiree but can be extended to cover eligible dependants as per the definitions for dependant for full time active employees,

Life insurance as a percentage of pre-retirement levels is available to early retirees only. The percentage amount varies between 40% and 80% dependant on the age of the early retiree.

The medical insurance available for early retirees and retirees is the same as that offered to full time active employees; except for certain restrictions in the areas of prescription drugs, paramedical services, vision, hearing and out-of-country care for retirees. In addition claims for retirees are reimbursed at 80% of eligible, reasonable and customary charges.

Modified dental insurance is available, similar to that offered to full time active employees; however, reasonable and customary claims are reimbursed at 90% for retirees for the basic or preventive service. Major or restorative service is reimbursed at 50% for early retirees and retirees. Orthodontia service is only available for early retirees and is reimbursed at 50%. Total claims for retirees are limited to \$2,000.00 per year.

Costs vary from year to year dependant on claims experience. Premium rates are available in the Human Resources Department.

APPENDIX E

WORK ARRANGEMENTS FOR COACHES

Athletics and Recreation Department

Pattern of work for the Coaches in the Athletics and Recreation Department normally consists of 36.25 per week in shifts of 8 hours each 5 days a week (Monday to Friday).

However,

during the University inter-university preparatory and actual game season which runs approximately September - March each year the coaches will be required to attend practices or games which may be scheduled on Saturdays, Sundays and designated holidays (outside the normal work pattern outlined above).

In order to accommodate this requirement the following shift changes and compensation credits have been developed.

1) **PRACTICES AND GAMES SCHEDULED DURING MONDAY TO FRIDAY ONLY**

When a coach is required to attend a practice or game during the period Monday to Friday, his/her start time is adjusted as required to enable him/her to attend the practice or game, without requiring him/her to work more than the normally scheduled 7.25 hours per day or 36.25 per week.

2) **HOMETOWN PRACTICES AND GAMES SCHEDULED ON SATURDAYS, SUNDAYS OR STATUTORY (designated) HOLIDAYS**

When a coach is required to attend a practice or game which is scheduled on a Saturday, Sunday or designated holiday, he/she is credited with a maximum of 4 hours compensatory time (accumulated at straight time) for preparation time, game and post game activities (responsibilities).

3) **OUT OF TOWN GAMES SCHEDULED ON A SATURDAY, SUNDAY OR DESIGNATED HOLIDAY**

When a coach is required to attend an out of town game which is scheduled on a Saturday, Sunday or designated holiday he/she is credited with actual hours in compensatory time of up to a maximum of 8 hours per day. This credit includes travel and preparatory time as well as game and post game responsibilities.

4) COMPENSATORY TIME OFF AND APPROVALS

All shift changes, compensatory credits and time off must be approved by the Director, Athletics and Recreation Department or his/her appointee.

Compensatory time off is scheduled as soon as possible after each game the timing which is established by discussion with the coach and with the Director's approval.

With the approval of the Director a coach may take the compensatory credits which is earned during the Christmas Break period, at a later time which is established through discussion with the Coach and approval of the Director or his/her appointee.

APPENDIX F

ADMISSIONS/LIAISON TRAVEL TIME AGREEMENT

1. It is acknowledged that travelling and flexible hours of work are an inherent part of the value of the Admissions/Liaison jobs, therefore, some travel time outside of normal office hours is to be expected.
2. Subject to clause (1) above, when an employee travels on approved University business, after normal office hours, the following travel time credits shall apply: (For purposes of this appendix only, normal office hours shall be defined as 9:00 am. to 5:00 pm.)
 - a) Travel time credits shall only apply to the initial trip from the University/residence to the initial external destination and to the trip back to the University/residence from the last external destination.
 - b) when travel is within 90 kms radius of the University - zero time credit.
 - c) when travel is within 91 kms and 180 kms radius of the University - actual travel time shall be credited to a maximum of one hour.
 - d) when travel is within 181 kms and 270 kms radius of the University - actual travel time shall be credited to a maximum of two (2) hours.
 - e) when travel is within 271 kms and 360 kms radius of the University - actual travel time shall be credited to a maximum of three (3) hours.
 - f) when travel is within a radius of the University of 361 kms and greater of the University - actual travel time shall be credited to a maximum of four (4) hours
3. Actual travel time is defined as:
 - a) when travel is by automobile, the kilometers involved in travelling from/to University/residence to/from destination.

- b) when travel is by public transportation the scheduled time required to travel from public departure point to public arrival point, plus one (1) hour.
- 4. When using a private automobile the kilometric rate established by the University shall apply.
- 5. When the employee is required as a condition of his/her employment to drive his/her private automobile in order to perform his/her duties, the employee upon presentation of an invoice from his/her insurance company, shall be paid that portion of the premium which is attributable to the use of the automobile for University business.

APPENDIX G

SUNDAY PAYMENT FOR ANCILLARY DEPARTMENTS

Article 26.09, Sunday payment, shall not apply to employees who work within the Ancillary Departments in the University.

Where work is performed on a calendar Sunday by employees who work in Ancillary Departments, they shall be paid, for all hours worked on Sunday, at their regular rate of pay.

Work that is carried out on a calendar Sunday constitutes part of the employee's normal work week. This work schedule shall be referred to as a "continental work week." Employees who work a continental work week will receive days off other than Saturdays or Sundays.

Ancillary Departments include the following: Athletic Centre, Bookstore, Conference Services and Facilities, Food Services, Health Centre, Multiprint and Mailroom Services, Parking, Student Housing Services and the Theatre.

APPENDIX H

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PURPOSE

The purpose of this committee is to provide the employees, through their representatives, with a process by which they can monitor the plan, give advice on administration and communication and negotiate the benefit and the corresponding financial implications.

COMPOSITION

The RFA and OPSEU shall each have two (2) representatives. This is in recognition of their size relative to the other employee groups. The MAC and CUPE groups would have one representative each, for a total of six (6) employee representatives.

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2 - Management would be represented by the Director, Human Resources, the Executive Director, Finance, one Senior Director and a Dean.

Representatives from OMERS and/or our Actuaries will be present, as needed, to provide expertise to the committee. Other expertise may be permitted, from time to time, as required.

The Pension Analyst from Human Resources will act as the Secretary to the committee.

OPERATING MODES

The committee would deal with two different types of issues - monitoring/information and recommendations/negotiations.

On monitoring issues, the committee would operate on an advisory basis, with decisions being forwarded to the Employee Relations and Pensions Committee, for approval by the Board.

On benefit and corresponding financial issues, the committee would divide into a Union-Management relationship, with agreements being sent to the Board through the Employee Relations and Pensions Committee. If no agreement is reached, both positions would go to the Committee for final resolution.

The Committee will determine the frequency of meetings.

TERMS OF REFERENCE

Advisory

1. Monitor and report to the respective principals on the administration of the plan and make recommendations.
2. Promote awareness and understanding of the pension plan on the part of members of the plan and persons receiving pension benefits under the pension plan.
3. Annual review of the pension fund, financial statements and the trustee's report.
4. Review and advise the administrator on reciprocal agreements.
5. Review and recommend changes to the actuarial assumptions and the method of valuation.

Negotiating

6. Amendments to the pension document.
7. Changes to the benefit level and appropriate funding requirements.

Information

All those involved with the functioning of the pension plan are required to provide the necessary information and must do so as fast as possible, the **only** exception being that individual wages and benefit level will not be disclosed in order to keep personal employee data confidential. Exceptions to this confidential rule will be made only by the Executive Group.

BUDGET

A small operating budget to be assigned to this function for the day-to-day administration and the necessary training to keep the people involved current.

Larissa Allen
Director, Human Resources

September 10, 1996

APPENDIX I

PAY CYCLE CHANGES - OPSEU

CURRENTLY PAID

<u>PAY DATE</u>	<u>PERIOD COVERED</u>	<u>WEEKS PAID</u>
Sept. 20/96	Sept. 8 ~ - Sept. 21/96	2
Oct. 4/96	Sept. 22 - Oct. 5/96	2
Oct. 18/96	Oct. 6 - Oct. 19/96	2

<u>PAY DATE</u>	<u>PERIOD COVERED</u>	<u>WEEKS PAID</u>	<u>ACTION REQUIRED</u>
Sept. 20/96	Sept. 8 - Sept. 21/96	2	Normal Pay
Oct. 4/96	ADVANCE	Approximately equal to 2 weeks net pay will be recovered over 52 pay periods	
Oct. 18/96	Sept. 22 - Oct. 5/96	2	Recover 1/52 of advance
November 1/96	Oct. 6 - Oct. 19/96	2	Recover 1/52 of advance
Etc.			

N.B. 1/52 of the advance is to be recovered through 52 pays, commencing October 18/96.

COST: The University will not charge interest to the employees.

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APPENDIX J

RYERSON LONG TERM DISABILITY PREMIUM AMOUNTS

Long Term Disability Formula

- 1 Divide Employees annual salary by 12 to get monthly salary
- 2 To get employee's LTD monthly earnings multiply monthly salary by 75%
- 3 Multiply LTD monthly earnings by LTD premium and then divide by 100
- 4 To determine employee's share of premium divide by 2

Example:

- 1 Salary = $\$30,000 / 12 = \$2,500$
- 2 $\$2,500 \times 75\% = \$1,875$
- 3 $\$1,875 \times 1.38 / 100 = \25.86
- 4 Employee premium per pay period = $\$25.86 / 2 = \$12.93 \times 12 / 26 = \$5.97$
employee premium per pay period = \$5.97

LTD PREMIUM AMOUNTS BY SALARY LEVEL

Salary Levels	Total Cost By Pay period (26 pays)	Employee Portion by Pay Period (26 pays)
\$20,000	\$7.96	\$3.98
\$25,000	\$9.95	\$4.98
\$30,000	\$11.94	\$5.97
\$35,000	\$13.93	\$6.97
\$40,000	\$15.92	\$7.96
\$45,000	\$17.91	\$8.96
\$50,000	\$19.90	\$9.95
\$55,000	\$21.89	\$10.95
\$60,000	\$23.88	\$11.94
\$65,000	\$25.88	\$12.94
\$70,000	\$27.87	\$13.93
\$80,000	\$31.85	\$15.92

Costs shown include applicable taxes.

September 11, 1996

To: Stephanie Blake
President
OPSEU Local 596

This letter will reflect our discussion and agreement at the current round of negotiations. Specifically, the parties agree that Article 20.02 (a) to (e) inclusive shall be inoperative for the duration of the Collective Agreement.

Larissa Allen
Director, Human Resources

September 11, 1996

To: Stephanie Blake
President
OPSEU Local 596

This letter will reflect our discussions and agreement at the current round of negotiations. Specifically, it is agreed between the parties that the salaries of employees who did not receive a full step increment as per the LICO provisions of the Social Contract Act who are active employees as of the Collective Agreement, shall have such salaries adjusted by the difference between \$30,000.00 and the next step of the grid found in Appendix A. The applicable salary adjustments shall be effective on the date of ratification of the Collective Agreement and shall be processed as soon as reasonably possible after ratification of the Collective Agreement.

Larissa Allen
Director, Human Resources

September 11, 1996

Ms. Stephanie Blake
President
OPSEU Local 596

This letter will reflect our agreement at the current round of negotiations. Specifically, that within a three month period after ratification of the Collective Agreement the University agrees to confirm full-time career employees who as at date of ratification are occupying temporary vacancies into the full-time career vacancies after verification of positions and employee information.

Further, the University agrees to confirm term employees occupying full-time career vacancies into the positions on a full-time career basis. Within three months of ratification of the Collective Agreement and subject to verification of information on term positions and term employees who as at the date of the ratification of the Collective Agreement are filling vacant career positions and who have been employed in those positions for a continuous period of service of three years such employees shall be confirmed to full-time career status into those positions.

Larissa Allen
Director, Human Resources

September 11, 1996

To: Stephanie Blake
President
OPSEU Local 596

This letter will reflect our agreement at the current round of negotiations. Specifically the local union and the University agree that the University may offer the terms of its Early Retirement Programme to eligible bargaining unit members.

Larissa Allen
Director, Human Resources

September 10, 1996

To: Stephanie Blake
President
OPSEU Local 596

This letter will reflect our discussions at the current round of negotiations. Specifically the parties agree that the University will not lay-off any full-time career employee of the bargaining unit from the date of ratification of the Collective Agreement up to and including June 30, 1997.

It is understood and agreed to that this letter of understanding forms part and parcel of the Collective Agreement and that this letter of understanding shall automatically lapse, without further notice, on midnight June 30, 1997. As such, this letter of understanding becomes null and void as at June 30, 1997.

Larissa Allen
Director, Human Resources

September 11, 1996

To: Stephanie Blake
President
OPSEU Local 596

This letter will reflect our agreement at the current round of negotiations. Specifically the parties agree that the University will schedule for the midwinter break for 1996/1997 and the midwinter break for 1997/1998 the following unpaid vacation days:

- four (4) unpaid vacation days for employees who earn more than \$30,000.00 per annum for each midwinter break and;
- two (2) unpaid vacation days for employees who earn less than or equal to \$30,000.00 per annum for each midwinter break period. These employees shall be required to take two (2) additional days as vacation or compensating time off or unpaid leave of absence.

The above noted unpaid vacation days shall be deducted from bargaining unit members' bi-weekly pay cheques in equal amounts within each fiscal year commencing on the next regularly scheduled pay date following ratification of this Collective Agreement.

It is understood and agreed to that this letter of understanding shall automatically lapse, without further notice, on midnight June 30, 1998. As such, this letter of understanding becomes null and void as at June 30, 1998.

Larissa Allen
Director, Human Resources

August 29, 1996

Stephanie Blake
President
OPSEU Local 596

This letter will reflect our discussions at the current round of negotiations. It is understood and agreed to by the parties that the University will undertake a review of the OPSEU Joint Trustee Benefits Fund for the Broader Public Service, and shall assess participation in the program on a business basis reflecting financial, administrative, service and benefit calculations.

Larissa Allen
Director, Human Resources

September 11, 1996

To: Stephanie Blake
President
OPSEU Local 596

This letter will reflect our discussion and agreement at the current round of negotiations. Specifically, the parties agree that 13.02, 13.07 and 13.08 shall be inoperative for the duration of the Collective Agreement.

Larissa Allen
Director, Human Resources