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UNIVERSITY OF
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COLLECTIVE AGREEMENT

For the "Staff Appointed" Bargaining
Unit

- BETWEEN -

The Governing Council of the University of Toronto

- AND -

THE UNITED STEELWORKERS

UNITED STEELWORKERS



UNITY AND STRENGTH FOR WORKERS

Term of Agreement: July 1, 2008 to June 30, 2011

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03/05/11

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COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of September 12, 2008.

- between -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(hereinafter called "the University")

- and -

THE UNITED STEELWORKERS
(hereinafter called "the Union")

ARTICLE 1 : PURPOSE OF AGREEMENT

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

ARTICLE 2: RECOGNITION AND SCOPE

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

- (1) Persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations, attached as Appendix A hereto.
- (2) A. Academic staff including but not limited to:
 - (i) members of faculty at all professorial ranks;
 - (ii) academic administrators as defined on the date of application for certification in the 1995 "Policies for Academic Staff and Librarians" under the Policy on Appointment of Academic Administrators at code number 3.01.01;
 - (iii) librarians;
 - (iv) status only appointments;
 - (v) visiting academic appointments;
 - (vi) senior tutors;
 - (vii) tutors;
 - (viii) lecturers;
 - (ix) special lecturers;
 - (x) instructors;
 - (xi) scholars and fellows;
 - (xii) sessional appointments;
 - (xiii) persons hired to teach on stipend;
 - (xiv) clinicians.
- B. Research Associates.
- C. Athletic instructors and coaches.
- (3) Engineers, doctors, dentists, architects or lawyers entitled to practise in Ontario and who are employed in a professional capacity.
- (4) Persons who are non staff-appointed.

- (5) Persons for whom any other trade union held bargaining rights under the *Labour Relations Act* as of May 29, 1998.

2:02

- (a) Notwithstanding the provisions of Article 2:01 (4) above, the following type of non-staff appointed employees covered by the USW Local 1998 Casual collective agreement will, if they satisfy the criteria set out in (1) or (2) below, be deemed to be non-probationary staff appointed employees covered by the terms and conditions of this collective agreement. The parties agree that the following types of employees are a specific and closed group to which no other non-staff appointed employees could be added, other than by the express written agreement of the parties to amend this Article, and the parties do not intend that an arbitrator has the jurisdiction to expand the type of employees beyond that specifically set out below:
- (1) Persons who work in the same position with an appointment of forty (40) percent or more, or regularly work the equivalent or more in hours each week (i.e., fourteen and one-half (14.5) hours each week) in the same position for twenty-four (24) consecutive months will, at that time, become covered by the terms and conditions of this collective agreement.
 - (2) Persons who work in the same position with an appointment of sixty (60) percent or more, or regularly work the equivalent or more in hours each week (i.e., twenty-one and three quarters (21.75) hours each week) in the same position for eighteen (18) consecutive months will, at that time, become covered by the terms and conditions of this collective agreement.
 - (3) The following types of employees are not subject to Article 2:02 (1) and (2) above:
 - (a) Employees who are full-time University of Toronto students registered in a degree programme.
 - (4) For the purposes of (1) and (2) above, authorized leaves of absence of less than twenty (20) working days, vacations, holidays, sessional layoffs of sessional employees or other University closings shall be deemed hours regularly worked.
 - (b) Seniority for a non-staff appointed employee converted to staff-appointed status as per Article 2:02(a) will be calculated based on the date the employee commenced casual employment qualifying under Article 2:02 (i.e., normally after eighteen (18) or twenty-four (24) months prior to conversion).
- 8 A1 / 36 1/4 hr For the purposes of the calculations in (1) and (2) above, full-time weekly hours of work is equal to thirty-six and one-quarter (36 1/4) hours.

2:03 Subject to Articles 2:01 and 2:02 above, there are three (3) types of staff appointed employees covered by this collective agreement:

- (a) Continuing employees have no predetermined end date and hold positions that are considered by the employing unit as part of the staff complement of the unit.
- (b) Sessional employees hold continuing positions for which the University requires staffing only during an academic session or part thereof, which may be up to eleven (11) months in length. These employees are on sessional layoff for the balance of the academic year.
- (c) Term employees are hired for an initial appointment of at least six (6) months in length, the maximum period of consecutive term employment not to exceed twenty-four (24) months except in the case of full-time students. Each term appointment shall have a predetermined end date. In the case of term employees who are non-students, should the term(s) exceed a twenty-four (24) month period, then such employee shall become a "continuing" or "sessional" employee, as the case may be.

- (d) In the event a **USW Local 1998** Casual bargaining unit position with regularly scheduled hours of work of at least fourteen and one-half (14½) hours or more per week exceeds twenty-four (24) consecutive months' duration, the position (other than those set out in **2:02(3)(a)** above) will become a staff-appointed position covered by this collective agreement and shall be posted in accordance with Article **12:04**, unless the incumbent qualifies for staff-appointed status as per Article **2:02(a)(1)** and (2).

ARTICLE 3: RELATIONSHIP

No Discrimination

3:01

- (a) The University and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities, and people who because of their race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada. The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University.

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

- 3:02 The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

Sexual Harassment

- 3:03 Sexual harassment shall be considered discrimination under Article **3:01** of this Agreement, Harassment based on sex includes:

- (a) Unwanted sexual attention of a persistent or abusive nature, by a person who knows or ought reasonably to know that such attention is unwanted; or
- (b) A course of physical or verbal conduct, or other forms of communications occurring while a member is in the employ of the University or acting on behalf of the University, that is directed at one or more specific individual, that emphasizes the sex or sexual orientation of the individual or those individuals in a manner which the actor knows or ought reasonably to know creates for that individual or those individuals an intimidating, hostile, or offensive working environment and that exceeds the bounds of freedom of expression or academic freedom as they are understood in the University policies and accepted practices, including but not restricted to those explicitly adopted; or
- (c) Implied or expressed promise of reward for complying with a sexually oriented request; or
- (d) Implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.

3:04 An employee may elect to submit a grievance alleging sexual harassment under the collective agreement or to file a complaint under the University's Sexual Harassment Policy: 3a1

- (i) An employee who elects to file a grievance under the collective agreement shall, if he or she wishes, have access to the mediation process in the University's Sexual Harassment Policy prior to Step 1 of the grievance procedure and may be accompanied by a Union representative during the process, if he/she chooses. An employee may withdraw from the mediation process at any time and resume the grievance process. Where the person normally hearing the grievance is the alleged harasser, the grievance shall be automatically forwarded to the next step in the grievance procedure.
- (ii) Employees electing to proceed with a complaint under the University's Sexual Harassment Policy shall have the right to be accompanied by a Union representative at any stage of the process.
- (iii) The time limit for filing a grievance alleging sexual harassment under this collective agreement shall be no longer than twelve (12) months after the occurrence of the matter which is the subject of the grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee's control prevented the employee from grieving within the time limit. The time limit for filing a complaint under the University's Sexual Harassment Policy alleging sexual harassment shall be as outlined in the Policy.

The provisions of this clause may not be utilized by an employee where the subject matter of the complaint is or has been or becomes the subject of a complaint to the Human Rights Commission under the *Human Rights Code*.

Racial Discrimination

3:05 An employee who files a grievance under the collective agreement alleging that he or she has been discriminated against because of race contrary to Article 3:01 may, if he or she chooses, meet with the University's Race Relations Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union representative if he or she so chooses. Thereafter an employee may resume the grievance process.

Labour/Management Committee

6e1 3:06 The parties agree that there will be a joint labour/management committee consisting of four (4) representatives from the University and four (4) representatives selected by the Union, one (1) of which shall be the Local Union President. The Staff Representative of the Union may also attend such meetings. Meetings will be held on a monthly basis and each party shall submit to the other, fourteen (14) calendar days before a meeting, a written summary of the topics to be discussed at the upcoming meeting. All agenda items must be mutually agreed to prior to being placed on the agenda or discussed at this meeting. Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify or amend any part of the collective agreement. A representative of each party shall be designated Co-Chairperson, and the two (2) persons so designated shall alternate presiding over meetings.

General Harassment

3:07 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

Bullying and Personal Harassment

3:08 The University will provide an environment where members of the bargaining unit are not subjected to bullying and personal harassment. In assessing whether bullying and personal harassment may have occurred, the definitions and standards set out in the University's Civility Guidelines, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

An employee may file a grievance alleging a course of conduct amounting to bullying and personal harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome. Such grievance will be filed at step 3 of the grievance procedure. If not resolved at Step 3, mediation or facilitation before an agreed-upon mediator or facilitator must occur before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

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

Information - New Hires

3:09 On the date of hire, the University shall advise each new employee of the name of his/her Union Steward and the Local Union **President/Chairperson** and their phone number and campus mail address. New members shall be allowed to meet with the Union for two and one half (2 ½) regular working hours with no loss of pay, at the end of the workday. This two and one half (2 ½) hours referred to will also include travel time, if any, involved in attending such meeting. These meetings shall be arranged in the following manner:

- (1) The Union shall provide the University with a schedule of monthly meetings.
- (2) The University shall notify any new employee of the dates of the next scheduled meetings.
- (3) If requested by the new employee, the University shall allow him / her to attend the meeting within the first two (2) months from the **date** of employment.

3:10 The University shall, on a monthly basis, provide the Union with a list of all new hires, along with their job classification, rate of pay, status (**full/part-time**) and campus mail address.

ARTICLE 4: MANAGEMENT RIGHTS

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

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

(d) Establish, enforce and alter from time to time reasonable rules and regulations to be observed by employees.

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

ARTICLE 5: NO STRIKE OR LOCKOUT

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

ARTICLE 6: UNION SECURITY

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

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

6:03 The monthly remittance shall be accompanied by a statement listing: (i) the name of each employee from whose pay deductions have been made and the total amount deducted for the month; and (ii) the names of the bargaining unit employees from whom no deductions have been made and the reasons why. The monthly remittance will also include the Union's "Summary of Union Dues" form.

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

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

ARTICLE 7: UNION REPRESENTATION

7:01 The University acknowledges the right of the Union to appoint or otherwise select up to one (1) Union Steward, from among employees who have completed their probationary period, for each seventy-five (75) employees, with a minimum of two (2) per campus, for the purpose of representing employees in the handling of grievances.

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7:02 The University agrees to recognize one (1) Chief Steward, appointed or otherwise selected by the Union, to represent employees in the handling of grievances in the following sectors:

- Arts & Science
- Faculty of Medicine
- Central Administrative Division
- OISE/UT
- Faculty of Dentistry
- University of Toronto Libraries
- University of Toronto Mississauga
- Professional Faculties South
- Operations and Services
- University of Toronto Scarborough
- Information Technologies
- Professional Faculties North
- Rotman School of Management

The parties will, by agreement, assign any area of the University not currently **covered by** the sectors listed above to one of the sectors listed above.

The parties agree that the sectors set out above are solely for the purpose of this clause and have no other meaning under the collective agreement.

- 7:03** The Union shall notify the University, in writing, of the names of the Union Stewards and Chief Stewards and the areas they are representing and will promptly notify the University, in writing, of any changes thereto.
- 7:04** The University agrees to recognize and deal with a Union Grievance Committee made up of a Grievance Committee Chairperson, the Chief Steward and a Steward for a committee of three **(3)**, which would be comprised of two (2) of these three (3) positions.
- 7:05** Union Stewards and Chief Stewards have regular duties to perform on behalf of the University; therefore, they will not leave their duties for the purpose of handling grievances without obtaining the permission of his/her supervisor. Such permission shall not be unreasonably withheld.
- 7:06** The University agrees that Chairpersons, Stewards and members of the Grievance Committee shall not suffer any loss of regular straight-time pay for time necessarily spent in the handling of grievances.
- 7:07** The University will grant leave with pay to three **(3)** non-probationary employees, who have been elected or appointed by the Union in order that they may conduct business on behalf of the Local Union, one of which shall be the Local President.

The employee will return to his or her position at the end of the leave if the position still exists. Any training deemed required by the University, to fulfill the duties of the position on such return, will be provided by the University. If the position is eliminated during the leave the employee will be subject to, and eligible for, the provisions of Articles **12:05** to **12:10**.

- 7:08** The University will pay to the Union two thousand five hundred **(\$2500)** dollars per month towards the rental of office space by the Union.

ARTICLE 8: NEGOTIATING COMMITTEE

- 8:01** The University agrees to recognize and deal with a Negotiating Committee of not more than twelve (12) bargaining unit employees, at least one **(1)** of which shall be selected by the employees working at the **Mississauga** campus and at least one (1) selected by the employees working at the Scarborough campus, who have completed their probationary period, selected by the Union, along with the Local Union President, and the International Union Representatives.
- 8:02** The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8:03** Bargaining unit employees on the Negotiating Committee will suffer no loss of regular straight-time pay for time spent in negotiations with the University when they would otherwise have been at work.

ARTICLE 9: GRIEVANCE PROCEDURE

Informal Step

- 9:01** It is the mutual desire of the parties that complaints with respect to the application, interpretation, administration or alleged violation of this Agreement be addressed as quickly as

possible and it is understood that an employee or group of employees shall first give the immediate supervisor an opportunity to adjust a complaint before any grievance may be filed. This informal step must be initiated within 15 working days after the employee became aware or ought reasonably to have become aware of the circumstances giving rise to the complaint. This step may also be satisfied by the Union raising the complaint with the immediate supervisor on behalf of the employee or group of employees, in which case the appropriate Human Resources Officer or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the appropriate Human Resources Officer. The parties will attempt to resolve the complaint within five (5) working days from the date it was brought to the attention of the immediate supervisor or the Human Resources Officer. Failing a satisfactory settlement within the five (5) working day period, then within a further five (5) working days the complaint may be taken up as a grievance in the following manner:

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

The University shall not be required to consider any grievance which was not filed within 25 working days after the grievor, became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.

Step One

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

Step Two

If the decision at Step One is not satisfactory, the written grievance may be advanced by notifying the local Human Resources person, who shall forward a copy to the Principal, Dean, Division Head, Director of Labour Relations or designate, or alternatively directly to Step Three (3) within five (5) working days after receiving the Step One decision in writing. The Principal, Dean, Division Head, Director of Labour Relations or designate shall, within seven (7) working days, meet **with** the Union Grievance Committee (not to exceed two (2) in number) in a further attempt to resolve the grievance. The Principal, Dean, Division Head, Director of Labour Relations or designate shall, within a further seven (7) working days, give **his/her** decision in writing to the Union.

Step Three

If the grievance remains unsettled at the conclusion of Step Two, the written grievance may be advanced by notifying the local Human Resources person who shall forward a copy to the **Vice-President** Human Resources and Equity or designate within five (5) working days after receiving the Step Two decision in writing. The Vice-president Human Resources and Equity or designate shall, within seven (7) working days, hold a meeting with the Union Grievance Committee (not to exceed two (2) in number), the Local Union President, and a staff representative of the Union, or **his/her** designate, in a further attempt to resolve the grievance. The Vice-president-Human Resources and Equity or designate shall, within a further seven (7) working days, give **his/her** decision, in writing, to the Union.

- 9:02** At each step of the grievance process the University representative may have with **him/her**, at any grievance meeting, an equal number of University representatives to the number of Union representatives.
- 9:03** If settlement of the grievance is not reached at Step Three, then the grievance may be referred in writing by either party to arbitration as provided in Article **11: Arbitration**, at any time within twenty (**20**) working days after the decision is received under Step Three. If no written request for arbitration is received within this time period, the grievance shall be deemed to have been withdrawn and not eligible for arbitration.
- 9:04** When two (**2**) or more employees with the same Department Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step One of the grievance procedure. When two (**2**) or more employees with different Department Heads but with the same **Principal/Dean/Division** Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step Two of the grievance procedure. In any other case where two (**2**) or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University at Step Three of the grievance procedure.
- 9:05** A grievance arising directly between the University and the Union (which could not be grieved by an individual employee) shall be initiated at Step Two. Any grievance by the University or the Union as provided herein shall be commenced within seven (**7**) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said **employee(s)** could themselves have initiated a grievance pursuant to the provisions of this Article.
- 9:06** The time limits provided in this Article may be extended by mutual agreement between the parties in writing.
- 9:07** Step One of the grievance procedure may be waived, by mutual agreement of the parties, in circumstances where the Department Head is directly involved in discussing the matter at the Informal Step. Further, any step of the grievance process may be waived by mutual agreement of the parties.
- 9:08** Where no response to the grievance is given within the time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.
- 9:09** Individual grievances alleging a violation of Article **12:04 (Job Posting)** shall be submitted in accordance with the grievance procedure to the department of the posted position.

ARTICLE 10: DISCHARGE AND DISCIPLINARY ACTION

- 10:01** A claim by an employee that **he/she** has been discharged or suspended without just cause shall be a proper subject for a grievance if a written statement of such grievance is lodged at Step One of the grievance procedure within fifteen (**15**) working days after the employee receives notice of the discharge or suspension.
- 10:02** An employee who will be disciplined or discharged while at work will be notified of **his/her** right to have a Union Steward attend such a meeting in which such discipline or discharge will be issued. If the employee requests representation by a Union Steward, the supervisor will send for **his/her** Union Steward without undue delay and without further discussion of the matter with the employee concerned. If requested, the Union shall send a Steward or other authorized Union representative immediately and without undue delay.

to

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

ARTICLE 11 : ARBITRATION / MEDIATION

- 11:01** When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request, in writing, addressed to the other Party to this Agreement. *ba 2*
- 11:02** Prior to submitting a grievance for arbitration, the parties will discuss the possibility of mediation in the interest of resolving disputes at an early stage.
- 11:03** The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, selected on a rotating basis from a panel of four (4) Arbitrators set out below, or a Board of Arbitration as set out in Article 11:08 below:

Rob Herman
Louisa Davie
Kevin Burkett
Martin Teplitsky

Beginning July 1, 2009, in the event that the next arbitrator in the rotation is not available within six (6) months of the date of referral to arbitration, the parties agree that the next arbitrator in the rotation will be contacted. In the event that none of the arbitrators on the panel are available within six (6) months, the parties will endeavour to agree on another arbitrator who is available within six (6) months of the date of referral to arbitration.

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

- 11:04** No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
- 11:05** The Arbitrator shall hear and determine the grievance as filed and his or her decision shall be final and binding on the parties hereto and the employees.
- 11:06** The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.
- 11:07** The parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The parties will otherwise bear their own expense with respect to any arbitration proceedings.
- 11:08** The parties, by mutual agreement, may agree to establish a Board of Arbitration in respect of any grievance submitted for arbitration. In such a case the parties shall each appoint a nominee to the Board of Arbitration and the Chairperson of the Board of Arbitration will be one of the arbitrators set out in Article 11:03 above or such other Chairperson as the two (2) nominees appointed by the parties otherwise agree. The provisions of Articles 11:04, 11:05 and 11:06 apply to a Board of Arbitration. Further, the parties will jointly bear the fees and expenses of the Chairperson on an equal basis. The parties will otherwise bear their own expenses with respect to the arbitration proceedings, including the fees and expenses of the nominee appointed by them.
- 11:09** An arbitrator shall have the right to extend the time limits under Section 48 (16) of the Labour Relations Act.

ARTICLE 12: STAFFING RELATED ISSUES

12:01 The parties acknowledge the University's commitment to being an internationally significant research and teaching University with undergraduate, graduate and professional programmes of excellent quality and recognize the role of the staff in contributing to this excellence. The University agrees to provide employees whose work is directly affected by the introduction of new technology with the opportunity to receive appropriate training as determined by the University, if in the University's opinion such training is needed to perform the employee's duties in the current position.

Seniority

12:02

- (a) Seniority shall be based on an employee's length of continuous service with the University from the date the employee was most recently hired by the University, calculated as follows:
- (i) For employees regularly scheduled to work **thirty-six** and one-quarter (**36%**) hours per week or more on an annual basis, expressed in years, weeks, and days;
 - (ii) For all other employees, time actually worked expressed as years, weeks and days, based on seven and one-quarter (**7%**) hour days, thirty-six and one-quarter (**36%**) hour weeks, and fifty-two (**52**) weeks per year.
- (b) For clarity, non-probationary staff-appointed University employees from outside the bargaining unit who become covered by the collective agreement will have their seniority calculated on the basis of the employee's length of continuous service with the University from the date the employee was most recently covered by this collective agreement. Non staff-appointed University employees from outside the bargaining unit (except those in Steelworkers bargaining units) who become covered by the collective agreement (except for those employees converted to staff-appointed under Article **2:02**) will, after completing the probationary period, have their seniority calculated on the basis of the employee's length of continuous service with the University from the date the employee was most recently appointed under this collective agreement.
- (c) For the purposes of Article **12:02(a)**, vacations and any authorized leave of absence permitted under this agreement will be deemed time actually worked.
- (d) The University shall post a seniority list by January **15** and July **15** of each year. A copy of the seniority list will also be **forwarded** to the Union, including in an electronic format. Employees shall have forty-five (45) days to challenge the accuracy of their seniority from the date of posting, in which case that employee's seniority will be subject to adjustment if established to be inaccurate. After any such adjustments, the list shall be deemed final for all purposes except in the case of clerical errors.

Probationary Period

12:03 An employee shall have no seniority and shall be considered as a probationary employee until he/she has completed six (**6**) months of active employment (i.e., days actually at work at the University in a staff-appointed position). For clarity, active employment does not include the University closure in December and January, unless the employee is required to work during that period. During the probationary period an employee may be terminated at any time for a lesser standard than "just cause". The parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge or substitute or provide any other remedy in the case of the discharge of a probationary employee, unless the discharge was discriminatory, arbitrary or made in bad faith.

posting

12:04

- (a) Where the University decides to fill a vacancy in the bargaining unit it will post a notice in this regard, including a posting on a web site. The notice will include the qualifications, classification, salary range, department and person to whom an application should be submitted. The notice will specify that the posting is restricted to employees in the bargaining unit. Notices will remain posted for a minimum of six working days. Employee applicants must submit a written application, including an up-to-date resume, within the period indicated on the posting. Human Resources will receive and review all job applications for job **postings** prior to forwarding them to the hiring department. Qualified internal applicants will be interviewed first. However, after completing any internal interviews the hiring Department retains the discretion to post externally and consider external applicants in the selection process, along with internal employee applicants who have already received interviews, in order to determine who is the most qualified candidate.

10/22 The University will select the qualified candidate, if any, who is demonstrably the most qualified candidate for the position taking into account factors such as qualifications, skill, ability and previous relevant experience. The University agrees that the onus lies with the employer to demonstrate that the successful candidate was the most qualified. Where these factors are relatively equal as between two (2) or more candidates, the candidate with more seniority will be selected.

The University shall provide applicants upon request copies of the job description. The University shall provide the Union and the bargaining unit applicants who received an interview within ten (10) working days of the awarding of the posting the name of the successful candidate.

- (b)(i) When an employee applies for a position which would result in a lateral move (i.e. to a position in the same multi-incumbent job class) and **his/her** application demonstrates that **he/she** meets the minimum qualifications for the position, **he/she** will be interviewed. Those not granted an interview will be offered advice on how to improve their qualifications and/or job search skills.
- (ii) Where an external applicant is selected, the University will provide the Union with a written rationale for its decision that the **applicant** selected is demonstrably the most qualified.
- (iii) Where a manager has decided that an external applicant is the most qualified applicant for a posted position, prior to making an offer of employment, **his/her** decision will be reviewed by **his/her** Division Head or designate.
- (iv) When requested to do so, the University will meet with an employee who was not selected for the position with a view to discussing how the employee might prepare for future job **postings**.
- (v) When an employee applies, is found to be qualified, but not given the position, the employee can ask for and will be given advice on how to improve **his/her** qualifications, and assistance in developing a career development plan and/or job search skills.
- (c) An employee selected by the University for a posted vacancy who feels dissatisfied with the job may, within one (1) month of starting in the job, decide to return to the job the employee left to accept the position. The University may, within one (1) month of an employee starting the job, return an employee to the job the employee left to accept the position if the employee shows an inability to perform the duties of the job. Thereafter, the posted vacancy shall be the employee's new position.

Secondments

- (d) Recognizing the benefits of secondments in building transferrable skills and for overall career development for employees, the University will consider secondment requests as follows:

A non-probationary employee in a continuing position who is the successful applicant for a term staff-appointed position within the University may, prior to accepting the term position, make a written request to his/her manager to take a temporary leave from the continuing position of up to 2 years so that he/she may return to his/her continuing position at the end of the term position. The manager's decision to grant or deny a secondment shall be based on reasons of operational efficiency and service effectiveness.

The employee will return to the continuing position that is being held for him/her at the end of the temporary leave if the position still exists. The University will provide any training it deems necessary for the employee to resume his/her duties in the continuing position. If the position is eliminated during the leave, the provisions of Articles 12:05 to 12:10 shall apply.

Organizational Change - Elimination of Positions or Involuntary Reduction in Appointment

- 12:05** Budget cuts, departmental reorganizations, the introduction of new technology or other factors may result in organizational change in a Department that results in the elimination of one (1) or more positions, or the involuntary reduction of an employee's appointment by twenty (20) percent or more. In such cases:

- HA (a) A minimum of six (6) weeks notice will be given to all affected employees in the Department, prior to the implementation of the organizational change. A copy of such notice shall be provided to the Union at the same time.
- (b) The Department Head or designate will explain to the employees in the affected Department the reasons for and nature of the organizational change.
- 10C (c) Where a position(s) to be eliminated or involuntarily reduced in the Department is one of a number of similar positions in a multi-incumbent job classification performing similar duties in the Department, the employee(s) in the position with the least seniority will be laid off.
- 10F2 (d) Where one (1) or more employees is facing layoff and a new position(s) is established as a result of organizational change, before being posted under Article 12:04 the new position(s) and any subsequent vacancies created as a result of the filling of the position by an employee in the Department, will first be available in the following manner to eligible employee(s) in the Department who apply for the position(s).
- (i) Preference shall be given to employees in the department who are facing layoff for posted positions at the same or lower classification where the employees make application and are qualified. From among such applicants the University will select the qualified applicant. In circumstances where there is more than one qualified applicant for a position, the employee with the most seniority will be selected. Where none of the applicants is qualified, the position will be posted to the department and the selection process will be conducted per paragraph (ii) below.
- (ii) All employees in the department shall be eligible to apply for posted positions that are not filled per paragraph (i) above or where paragraph (i) above is not applicable. From among such applicants the University will select the qualified applicant, if any, who is the most qualified applicant for the position taking into account factors such as qualifications, skill, ability and previous relevant experience. Where these factors are

relatively equal as between two (2) or more such employees, the employee with more seniority will be selected.

- (iii) The employees who will be facing layoff will have redeployment pool status from the time they receive notice of organizational change if:
 - (a) there are no new positions being created in the department, or
 - (b) any new position(s) being created is at a higher classification than the position(s) of the employee(s) facing layoff and there are no other positions in the department at the same or lower classification as that occupied by the employee(s) facing layoff.
- (e) Affected employees shall be entitled to utilize the services of the University's career transition services for up to eighteen (18) weeks from the time notice is given under Article 12:05 (a). The services available include career counselling, computer skills, training support, resume preparation and external job search support.
- (f) Employees laid off as a result of organizational change shall be subject to the lay-off provisions.
- (g) Notwithstanding (a) to (f) above, in the event of an involuntary reduction in appointment, the new position shall first be offered to the affected employee before being made available to employees in the Department as per (d) above. If the affected employee accepts the reduced appointment, he/she shall not be eligible for the layoff provisions.

Organizational Change for Externally Funded Research Grant/Contract Positions

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

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

- (a) A minimum of six (6) weeks' notice will be given to all affected employees in the research program, prior to the implementation of the organizational change. A copy of such notice shall be provided to the Union at the same time.
- (b) The Principal Investigator or designate will explain to the employees in the affected research program the reasons for and nature of the organizational change.
- (c) Where a position(s) to be eliminated or involuntarily reduced in the research program is one of a number of similar positions in a multi-incumbent job classification performing the same day-to-day functions in the same research program, the employee(s) in the position with the least seniority will be laid off, unless the University establishes that this will impede the progress or be detrimental to the quality and integrity of the research.
- (d) Where one (1) or more employees is facing layoff and a new position(s) is established as a result of organizational change in the research program, before being posted under Article 12:04 the new position(s) and any subsequent vacancies created as a result of the filling of the position by an employee in the research program, will first be available in the following manner to eligible employee(s) in the research program who apply for the position(s).
 - (i) Preference shall be given to employees in the research program who are facing layoff for posted positions at the same or lower classification where the employees make application and are qualified. From among such applicants the University will select the qualified applicant. In circumstances where there is more than one qualified applicant for a position, the employee with the most seniority will be selected.

Where none of the applicants is qualified, the position will be posted to the research program and the selection process will be conducted per paragraph (ii) below.

- (ii) All employees in the research program shall be eligible to apply for posted positions that are not filled per paragraph (i) above or where paragraph (i) above is not applicable, From **among** such applicants the University will select the qualified applicant, if any, who is the most qualified applicant for the position taking into account factors such as qualifications, skill, ability and previous relevant experience. Where these factors are relatively equal as between two **(2)** or more such employees, the employee with more seniority will be selected.
- (iii) The employees who will be facing lay off will have redeployment pool status from the time they receive notice of organizational change if:
 - (a) there are no new positions being created in the research program, or
 - (b) any new position(s) being created is at a higher classification than the position(s) of the employee(s) facing layoff and there are no other positions in the research program at the same or lower classification as that occupied by the employee(s) facing layoff.

- (e) Affected employees shall be entitled to utilize the services of the University's career transition services for up to eighteen **(18)** weeks from the time notice is given under Article **12:06** (a). The services available include career counselling, computer skills, training support, resume preparation and external job search support.
- (f) Employees laid off as a result of organizational change shall be subject to the lay-off provisions.
- (g) Notwithstanding (a) to (f) above, in the event of an involuntary reduction in appointment, the new position shall first be offered to the affected employee before being made available to employees in the research program as per (d) above. If the affected employee accepts the reduced appointment, he/she shall not be eligible for the layoff provisions.

Layoff

12:07 (a) Temporary Lay-off

In the case of a temporary layoff (i.e., up to thirteen weeks (13) weeks' duration), employees will receive a minimum of one (1) week's notice in advance of the date of lay off or pay in lieu thereof, or a combination of both.

(b) Indefinite Lay-off

In the case of an indefinite lay off (i.e., more than thirteen (13) weeks' duration), the employee(s) affected shall be given a minimum of twelve **(12)** weeks' notice in writing in advance of the date of layoff or pay in lieu thereof, or a combination of both.

12:08 The Local Union President shall be notified in advance of the names of any employees slated for lay off and the expected duration of same.

12:09 Employees who are indefinitely laid off will have the following options:

- (a) Cease employment with the University and elect enhanced severance pay effective the date of lay-off as per the severance pay schedule attached as Schedule "1" hereto.
- (b) Enter and remain in a "re-deployment pool" for employees with ten (10) years or more of continuous service for up to **twenty-four** (24) months from the date of notice of lay off,

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and for other employees for up to eighteen **(18)** months from the date of notice of lay off. Employees in the re-deployment pool may apply for job vacancies as per Article **12:04**, provided the position is at the same or a lower **job** classification than the employee's pre-lay off position (i.e., employees cannot obtain a promotion to a higher classification from the "re-deployment pool"). Human Resources will receive and review all applications and will forward qualified pool applicants to the hiring Department for first consideration. Applications from other applicants will only be forwarded to the hiring Department once it is established that there are no qualified pool applicants. From among such pool applicants the University will select the qualified candidate, if any, with the most seniority, taking into account factors such as qualifications, skill, ability, previous relevant experience, and provided that, with a one (1) month training and familiarization period, the employee can perform the duties of the job. Where these factors are relatively equal as between two (2) candidates, preference will be given to the candidate with more seniority. The University agrees to provide to the Union the names of any successful applicants from the redeployment pool, no later than ten **(10)** working days after the position has been filled.

An employee in the re-deployment pool, who accepts a term position of one **(1)** year or less at the University, will have **his/her** remaining time in the pool stopped while in the term position. At the end of the term, if the employee chooses to go back into the pool, they shall resume the remainder of their original pool time. If they choose to leave the University they will be paid severance pay as per Schedule "I".

An employee in the redeployment pool who accepts a term position of greater than one **(1)** year at the University will receive a new notice of layoff and will be subject to the provisions of Article **12:09**.

Employees in the re-deployment pool may continue coverage for one **(1)** or more of the benefits **set** out below (to the extent that the employee was enrolled in these benefits prior to the date of lay off) **for** a period of up to **six (6)** months from the date the lay off takes effect if the employee prepays monthly, the employee share of the premium **or** contribution cost of the benefits. The University will continue to pay the employer share **of** the premium cost of these benefits. After the initial six (6) months, an employee can continue coverage for one **(1)** or more of the benefits continued for up to nine **(9)** further months if the employee prepays monthly, the full premium or contribution cost (i.e., both the employee and the employer cost) of the benefits.

- Pension Plan
- Group Life and Survivor Income Plan
- Dental Care Plan
- Extended Health Care Plan
- Joint Membership Plan
- Vision Care Plan
- Fee Waiver for Dependents

No other benefits continue for employees in the re-deployment pool.

If an employee is not re-deployed within **twenty-four (24)** months from the date of lay off for employees with ten **(10)** years or more of continuous service or within eighteen **(18)** months from the date of lay off for other employees, the employee will cease employment with the University and will receive regular severance pay in accordance with the severance pay schedule set **out** as Schedule "I" attached hereto.

- (c) Employees may opt out of the "re-deployment pool" and cease employment with the University at any time during the re-deployment period and receive regular severance pay in accordance with the severance pay schedule set out as Schedule "I" attached hereto.

- (d) Employees on temporary layoff (thirteen **(13)** weeks or less) may continue coverage for one or more of the benefits set out below (to the extent that the employee was enrolled in these benefits prior to the date of lay off) for the period of the lay off if the employee prepays monthly, in advance, the employee share of the premium or contribution cost of the benefits. The University will continue to pay the employer share of the premium cost of the benefits.

Employees who cease employment with the University and elect severance pay effective the date of lay off as per Article 12.08(a) may continue coverage for one or more of the benefits set out below (to the extent that the employee was enrolled in these benefits prior to the date of lay off), but excluding the Pension Plan, for a period of up to three **(3)** months from the date the lay off takes effect if the employee prepays monthly, in advance, the full premium cost (i.e., both the employee and employer cost) of the benefits.

Group Life and Survivor Income Plan
 Dental Care Plan
 Extended Health Care Plan
 Joint Membership Plan
 Vision Care Plan
 LTD (available only to employees on sessional /temporary layoff)

No other benefits continue during an indefinite layoff.

- 10^e 12:10 Employees who are laid off and who elect to cease employment shall be entitled to utilize the services of the University's career transition services for up to three **(3)** months following lay off. The employees who elect to be placed in the redeployment pool shall be entitled to utilize the services of the University's career transition services for up to **six (6)** months following Lay off. The services available include career counselling, computer skills, training support, resume preparation and external job search support.

- 12:11 An employee shall be deemed terminated and shall lose his/her seniority standing and his/her name shall be removed from the seniority list for any one of the following reasons: if the employee:

- (a) Quits;
- (b) Is laid off for a period of more than twenty-four **(24)** months for employees with ten **(10)** or more years of continuous service or for a period of more than eighteen **(18)** months for other employees;
- (c) Is absent from work for three **(3)** consecutive working days without notifying the University within that period, unless the failure to notify is due to circumstances beyond the employee's control;
- (d) Fails to return to work upon the cessation of an authorized leave of absence without the consent of the University, unless the failure to return to work is due to circumstances beyond the employee's control;
- (e) Is in the re-deployment pool and declines a position offered in accordance with Article 12:09(b), following an application for the position;
- (f) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

- 12:12 The University will provide the Union on a monthly basis (with a compatible electronic copy) a list that identifies employees' name, sender, status (full or part time), job classification, date first entered classification, current rate of pay, email address and latest campus mail address,

new hires, quits, layoffs and those in the redeployment pool. On a quarterly basis the University will also provide a list of employees' home addresses.

The monthly files will be provided by the fifth (5th) working day of each month. The quarterly files will be provided by April 30, July 31, October 31, and January 31.

12:13 The provisions of Articles 12:05 to 12:10 do not apply to term employees or sessional lay offs of sessional employees unless the term appointment or sessional appointment is terminated prior to the original term or sessional end date as stated in the employee's letter of offer (i.e., due to organizational change).

12:14 No employee who has successfully completed his or her probationary period shall be laid off as a direct result of contracting out.

ARTICLE 13: LEAVES OF ABSENCE

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

Pensionable service and benefits will continue during all paid leaves of absence and seniority will continue during all leaves of absence granted under the provisions of this agreement.

Leave of Absence Without Pay

13:02

(a) The University may grant a leave of absence without pay and without loss of seniority for up to one (1) year if an employee requests it at least four (4) weeks in advance, in writing, and if the leave is for good reason and does not unduly interfere with operations. Such a Leave of absence may be extended for up to six (6) additional calendar months if there is a good reason for the extension and the University and the Union agree. Any request for an extension of a leave must be made, in writing, prior to the expiration of the initial leave.

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

13:03 Where an employee has been granted leave of absence without pay in accordance with the above Articles, the University will discontinue its share of contributions to the Pension Plan; Group Life and Survivor Income Plan; Long Term Disability Plan; Dental Care Plan; Extended Health Care Plan; Semi-Private Hospital Accommodation Plan; Vision Care Plan; and Joint Membership Plan. The employee can make provision for continuance of coverage of whatever benefits programmes the employee was enrolled in prior to the leave of absence being granted by making direct payment in advance to the supervisor of the monthly payroll. All premiums must be paid monthly in advance in accordance with the rules established by the Human Resources Department.

Union Convention or Conference Leave

13:04 Employees who are elected or appointed by the Union to attend Union conventions or conferences shall be granted a leave of absence without pay by the University provided the leave will not unduly interfere with operations. The Union will provide as much notice as possible for the leave, but in no event shall less than fourteen (14) calendar days' written notice of the names of employees in respect of whom leave is being requested be given. The written notice shall be sent to the Director of Human Resources or designate who shall notify the appropriate supervisors. Such leaves shall not exceed ten (10) days per year in total per elected or appointed employee to attend such conferences or conventions.

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Employees on such leave of absence will continue to be paid by the University, but the Union shall reimburse the University for wages upon receipt of a statement of the amount owing.

Union Leave

- 13:05 Provided the leave will not unduly interfere with operations, the University will grant a leave of absence without pay for up to one (1) year for an employee to assume an official position with the International Union or within the Local Union. A request for such leave will be made in writing by the Union as far in advance as possible, but in any event at least two (2) months prior to the commencement of the requested leave. This leave shall be limited to not more than seven (7) employees from the bargaining unit at any time. For leaves to assume an official position within the Local Union, the University will grant year to year extensions with at least two (2) months written notice prior to the end of the year.

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Employees on such leave of absence will continue to be paid by the University, but the Union shall reimburse the University for such wages and benefit payments upon receipt of a statement of the amount owing.

The employee will return to his or her position at the end of the leave if the position still exists. Any training deemed required by the University to fulfil the duties of the position on such return will be provided by the University. If the position is eliminated during the leave the employee will be subject to, and eligible for the provisions of, Articles 12:05 to 12:10.

Pregnancy Leave

13:06

- (a) **Pregnancy** leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the University prior to the probable date of delivery, and who presents to the Department or Division Head a doctor's certificate or certificate from a midwife stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.

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- (b) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next sixteen (16) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance Benefits.

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- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to the University. If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the employee will be entitled to utilize sick leave in accordance with Article 27 until the actual birth of the baby, the expected date of delivery or the date she intended to start her pregnancy leave as stated in her written notice, whichever comes first. An employee must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.

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- (d) If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give the University four (4) weeks' written notice of the date on which she intends to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the University four (4) weeks' written notice before the date the leave was to end.

- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during the period of an employee's pregnancy leave.

Primary Caregiver Leave and Adoption Leave

13:07

- (a) Primary Caregiver Leave is available to a parent, other than a biological mother, who has the primary responsibility for the care of a child during the **thirty-seven (37)** weeks immediately following: (i) the birth of a child or; (ii) the coming of a child into the custody, care and control of a parent for the first time. Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and is available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.

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- (b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the **period** of the leave applied for (e.g. for a father or same-sex parent, because the mother is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).

- (c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.

- (d) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next sixteen (16) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.

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- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation.

Parental Leave

13:08

- (a) An employee who is a parent of a child and who has been employed with the University for thirteen (13) weeks is entitled to a parental leave following the birth of the child or the coming of the child into a parent's custody, care, and control for the first time. Both parents will be eligible to take a parental leave as follows:

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- up to thirty-five (35) weeks of parental leave for birth mothers;
 - up to **thirty-seven (37)** weeks of parental leave for all other new parents, such as birth fathers, adoptive parents and same-sex partners. 12g
- (b) For employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother. For other parents, parental leave must commence within **fifty-two (52)** weeks after the birth or

after the child first comes into the custody, care, and control of a parent. This provision is not available to employees who have taken Primary Caregiver leave.

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(c) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next eight (8) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits.

(d) An employee who is entitled to a parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If **he/she** does not specify when the leave will end, it will be assumed that **he/she** wishes to take the maximum leave.

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.

(e) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of **his/her** intent to take the parental leave.

(f) If an employee on parental leave wishes to change the date of **his/her** return to work to an earlier date, **he/she** must give the University four (4) weeks' written notice of the date on which **he/she** intends to return.

(g) If an employee wishes to change the date of return to work to a later date (of not later than the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.

(h) Seniority, vacation, benefits, and **pensionable** service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

Paternity Leave

13:09 Upon the birth or adoption of a child, a father or same-sex parent shall be granted up to five (5) days' paid leave of absence.

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Application for such leave shall be submitted in writing to the employee's supervisor, at least five (5) days in advance. Paternity leave must be taken within the first month of the birth or an adoption.

Political Leave

13:10 Employees running for election shall be entitled to a leave of absence with pay upon the following basis:

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(a) For election to the Parliament of Canada - one (1) month.

(b) For election to the Legislature of Ontario - one (1) month.

(c) For election to a municipal council or Board of Education - ten (10) working days.

(d) For election to Mayor or Chairman of **City/Town/Regional** Council - fifteen (15) working days.

Such leave need not be taken on consecutive days.

Personal Leave

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

13:11 An employee may request in advance up to four **(4)** days or up to eight (8) half-days of paid personal leave in any year. Such requests shall not be unreasonably denied. Wherever possible, staff members shall make their need for personal leave known to their supervisor at least five (5) days in advance. Reasons for personal leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, or stepping-in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving, **supplementing** a bereavement leave, writing examinations, and attending to emergency situations.

12h 2

13:12 In arranging these leaves, both the best interests of the University as well as the interests of the employee shall be considered. It is anticipated that the employee **will** schedule leaves, where possible, so as to minimize the disruption to the operations of the employing department.

Health Care Appointments

13:13 Where an employee cannot schedule a health care appointment outside of the employee's regular working hours, the employee will give as much advance notice as possible, and will be given time off with pay necessary to attend the appointment. In such cases, the employee will attempt to schedule the appointment so as to minimize disruption to the employee's work day.

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Compassionate Care Leave

13:14 The University will grant compassionate care leave of up to a maximum of **8** weeks to employees who take a leave of absence under the Family Medical Leave provisions of the Employment Standards Act. For employees with one **(1)** year of service or more the University will pay the equivalent of the maximum possible weekly Employment Insurance benefit during the two **(2)** week waiting period provided that the employee applies for and receives Employment Insurance benefits.

ARTICLE 14: BEREAVEMENT LEAVE

14:01 The University will grant up to five (5) days of paid leave in the event of the death of an employee's spouse or same-sex partner, children (including step-children), grandchildren, parents, parents-in-law, sibling (including step-brother, step-sister), brother-in-law, **sister-in-law**, and grandparents, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend).

12h 2
5P**ARTICLE 15: UNION REPRESENTATIVE**

15:01 If an authorized representative of the Union wants to speak to a member of the bargaining unit about a grievance or other official business, he/she shall advise the Supervisor, or his/her designated representative, who shall then call the member to an appropriate place where they may confer privately. The union representative will make every effort to have any such meeting during the employee's **non-working** hours.

ARTICLE 16: BULLETIN BOARDS

16:01 The University will make available bulletin boards in areas accessible to employees in the workplace for the purpose of posting notices of Union meetings and official Union information. Notices **will** be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement.

ARTICLE 17: STANDBY AND CALL-IN-PAY

Standby Pay

17:01 The University's operational commitments are such that the incumbents in some positions will, as part of their regular duties and responsibilities, be scheduled by the employee's supervisor to be on standby. The following applies to such employees in respect of scheduled standby:

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- (a) While on standby they must be available to attend at the work place within two (2) hours if such an attendance is required, or otherwise be available to take remedial action.
 - (b) The employee shall receive two (2) hours of regular straight time pay for each evening they are on standby during the week. For the purposes of this provision, "during the week" means other than during the "weekend" as defined in (c) below, and an "evening" begins at the end of the work day of the employee on standby and continues until the commencement of that employee's following work day.
 - (c) The employee shall receive three (3) hours of regular straight time pay for each unit on the weekend they are required to be on standby. For the purposes of this provision, the weekend is broken into two (2) units: Friday after the end of the work day of the employee on standby until Saturday at 12:00 midnight, and from 12:00 midnight Saturday until the beginning of the work day of the employee on standby on Monday morning.
 - (d) Employees required to come in to work while on standby will also be entitled to Call-in Pay as per Article 17:02 below.
 - (e) This Article shall also be applicable to employees who are required to be on stand by at times that are scheduled to be their days off other than Saturday and Sunday.

Call-in Pay

17:02 An employee called in for work by the employee's supervisor outside the employee's regular working hours will receive a minimum of four (4) hours' pay at the applicable overtime rate, or pay for all hours worked, whichever is greater. This provision does not apply if an employee is asked by the employee's supervisor to work immediately prior to or immediately following the employee's regular working hours.

Employees who work out of their homes or at places outside of University campuses who are called to work during their off hours, and not required to attend at University premises, will receive a minimum of two (2) hours pay at the applicable overtime rate, or pay for all hours worked, whichever is greater.

ARTICLE 18: PAYMENT FOR INJURED EMPLOYEES

18:01 In the event an employee is injured in the performance of his or her duties such that the employee is required to stop work and receive medical treatment the employee will receive his or her regular pay for that work day. If the injury is such that transportation immediately following the injury is required, the University will provide, or arrange for, suitable transportation to a hospital, the employee's home or other appropriate location.

ARTICLE 19: JURY AND WITNESS DUTY

19:01 An employee who is called for jury duty or subpoenaed as a witness (excluding arbitration) will receive, for all days on which the employee would otherwise have been working, an amount equal to the pay lost (calculated as the number of hours the employee would otherwise have worked, exclusive of overtime, multiplied by the employee's regular straight-time hourly rate), provided the employee furnishes the University with certification by proper authority of the dates and times served and of any and all payments received for such service, that the

amounts received from the Court for jury duty or witness fees, exclusive of any expenses received, must be endorsed to the credit of the University, and the employee reports for work when not required for such duty and endeavours to keep up with the responsibilities of the job to the best of the employee's ability.

ARTICLE 20: HEALTH AND SAFETY

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

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

The University shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community.

The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work in accordance with the Occupational Health & Safety Act 2004 where there is an immediate danger to their health and safety or health and safety of others.

20:02

- (a) The Union shall elect or appoint at least one (1) bargaining unit employee as a worker member to all buildings where bargaining unit members are employed and that have a joint health and safety committee (which committees have the responsibilities of Joint Health and Safety Committees under the **Occupational Health and Safety Act**), or such further department or building joint health and safety committees if established in the future.
- (b) The University will continue to respect the functions and guidelines established for the Joint Health and Safety Committee. The University will ensure that copies of minutes of Joint Health & Safety Committee meetings from all campuses will be forwarded to the Union office via electronic mail in a timely fashion.
- (c) The number of members appointed by the University to the above-noted Joint Health and Safety Committees shall not exceed the number of worker members on the committees.
- (d) A worker member appointed or elected by the Union to each of the above-noted Joint Health and Safety Committees may become a certified worker representative on the Committee if requested by the Union. The University agrees to pay the costs for the core certification programme provided by the Workers Health and Safety Centre.
- (e) The University and the Union will also establish a Central Health and Safety Committee made up of six (6) members, three (3) appointed by the Union and three (3) appointed by the University. Each party shall select from among its three (3) representatives a co-chair for the central committee. The role of the Central committee will be to monitor, assist and provide direction to the Joint Health and Safety Committees.

- (f) The Central Committee and the local President shall receive copies of all committee reports, and investigations reports from all the committees. The University shall endeavour to ensure that these materials are provided in a timely fashion.
- (g) Bargaining unit employees on both the Health and Safety Committees and Central Committee will suffer no loss of regular straight time pay for time required to carry out their responsibilities. Bargaining unit employees on the Health and Safety Committees and Central Committee shall provide as much notice as possible to their supervisors in the event their responsibilities will require them to be away from their regular work.

Pregnancy

- 20:03** In assessing the health and safety of work, the University shall consider the special risks that may apply during pregnancy. Pregnant employees may request a workplace assessment by the Office of Environmental Health and Safety. Where risks or hazards are identified by EH&S through such an assessment the University will arrange reasonable accommodation, including but not limited to options such as reassignment or leave.

Whistleblower Protection

- 20:04** The University is responsible for notifying the appropriate authorities in accordance with the appropriate federal, provincial, and municipal environmental legislation if there is a release of a hazardous substance to the air, earth or water system.

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

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

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

Workplace Inspection

- 20:05** The University confirms that it shall ensure that workplace inspections are conducted as required by OHSA.

Accommodation / Return to Work

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

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- (a) The University agrees to recognize and, to the extent outlined in this article, to deal with the Union Accommodation Committee consisting of up to three (3) members. The University will pay for the members of this committee to receive up to three (3) (or more as agreed to between the parties) days of appropriate training in accommodation issues through a training programme that will be agreed to in advance by the Union and the University.
- (b) Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, the Union may assign a member of the Accommodation Committee to represent the employee. The University may also request that the Union appoint a member of the Accommodation Committee to participate in discussions regarding a particular case before a dispute arises. The University shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to representation.

- (c) With the written consent of the employee, the member of the Accommodation Committee shall have access to any relevant medical information related to the accommodation and/or return to work of the employee.

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

- (d) The members of the Accommodation Committee will suffer no **loss** of straight-time pay when meeting with the University on accommodation and/or return to work issues, or for time necessarily spent in the handling of grievances where the committee member is acting in place of a Union Steward.
- (e) Disputes regarding accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Two.
- (f) The employee will be reimbursed for all medical reports related to accommodation that the University may request subsequent to the initially completed University of Toronto Return to Work Form. Reimbursement will be up to the amount as outlined in the Ontario Medical Association's Guidelines.

20:07

- (a) Employees will wear, and the University will supply, protective clothing and other devices which the University requires employees to use to protect employees from injuries arising from their employment.
- (b) The University agrees to contribute up to one hundred and fifty (**150**) dollars per employee per year towards the purchase of safety shoes or boots for employees who are required to wear them in the performance of their duties. Safety shoes and boots must be Canadian Standards Association approved, and be in serviceable condition as determined by the employee's supervisor.
- (c) The University agrees to contribute up to three hundred (300) dollars per employee once every two (**2**) years, upon production of receipts who requires prescription safety glasses for the performance of **his/her** duties and where, in the opinion of the University, protective face shields are not appropriate, towards the cost of prescription safety glasses (lenses and frames).

ARTICLE 21: HOLIDAYS

21:01 The University will observe the following holidays:

Day before New Year's Day	Labour Day
New Year's Day	Thanksgiving Day
Family Day	Day before Christmas Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday	

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21:02 Employees shall be eligible for the above paid holidays provided:

- (a) The employee works **his/her** regular scheduled hours of work immediately preceding and immediately following the holiday. For employees working flex hours, it is agreed that the employee may not be required to work the hours of work immediately preceding and immediately following the holiday; and

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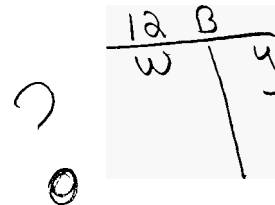
(b) The paid holiday involved occurs or is observed by the University during a period when the employee is not absent from work by reason of sickness, injury, authorized leave of absence, or by reason of being laid off for more than thirty (30) calendar days prior to the holiday.

- 21:03 Eligible employees shall receive pay for each holiday equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday.
- 21:04 Any authorized work performed by an employee on any of the above-named holidays shall be paid at the rate of time and one-half (1 ½) in addition to holiday pay.
- 21:05 Presidential Day(s) as designated by the University will be a day off with pay equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday. The eligibility provisions of Article 21.02 apply to Presidential Days. Any authorized work performed by an employee on a Presidential Day shall be paid at the employee's regular straight-time rate, and the employee will receive another day off with regular straight-time pay on a day mutually agreeable to the employee and the employee's supervisor.
- 21:06 The University shall designate the day of observance of the paid holidays set out in Article 21:01 above. Notice will be sent to the Union by the University within a reasonable time period prior to the date of observance of the paid holiday(s). Where a paid holiday falls on a Saturday or a Sunday, the University shall designate a weekday as the day of observance for that holiday. The days of observance for the Christmas/New Year's holidays set out in Article 21:01 will be as set out in Schedule "J" attached hereto and forming part of this collective agreement, for the period specified in Schedule "J". Paid holidays observed under Article 21:01 shall be deemed to be hours worked for the calculation of overtime under Article 24:07.

ARTICLE 22: VACATION WITH PAY

22:01 Employees earn vacation time with pay (vacation credits) on the following basis:

<u>Accrual Period</u> (months)	<u>Monthly Accrual Rate</u> (monthly)
First 60 months	1.25 days per month
61 to 72 months	1.33 days per month
73 to 84 months	1.417 days per month
85 to 96 months	1.5 days per month
97 to 108 months	1.583 days per month
109 to 132 months	1.667 days per month
133 to 156 months	1.75 days per month
157 to 168 months	1.833 days per month
169 or more months	2.083 days per month



Vacation entitlement shall not be rounded up or down. Employees shall be entitled to take vacation credits earned to the nearest half (1/2) day. Vacation credits of less than half (1/2) a day shall be carried forward and shall continue to accrue.

For clarity, an employee who commenced work on April 30, 1994, and who had no outstanding vacation credits as of May 1, 1999, will accumulate eleven (11) days of paid vacation credits as of December 31, 1999 (sixty-eight (68) months' service, monthly accrual rate of 1.33 days per month). The period from May 1, 1999 to December 31, 1999 is eight (8) months, therefore vacation credit calculation is 8 x 1.33 = 10.64 days. The employee is entitled to take vacation to a maximum of 10.5 days as they are earned during this eight (8) month period. The remaining entitlement (0.14 day) shall be carried forward.

22:02 Vacation credits continue to be earned during all periods of leave with pay (including Union leave under Articles **13:04** and **13:05**). Vacation credits are not earned during periods of unpaid leave, layoff, or while an employee is absent from work and in receipt of LTD benefits, or WSIB benefits in excess of fifteen (15) weeks. Employees shall continue to receive vacation credits during periods of unpaid leave for pregnancy, primary caregiver or parental leave.

22:03 Vacation scheduling is determined by Department or Division Heads. In determining vacation schedules and/or considering requests for vacation time Department or Division Heads will, subject to operational and service effectiveness, consider employees' preferences. When more employees are requesting vacations than the Department or Division Head will approve at one time, the Department or Division Head will give preference to the employee with the greater seniority.

The University shall not unilaterally schedule vacation of less than five (5) consecutive days without the consent of the employee.

22:04 Employees take vacation with pay (in full or half days only) using vacation credits earned. Employees cannot take vacation which exceeds the employees' vacation credits earned to the date of the commencement of the vacation.

22:05 For the purpose of this Article, a vacation year shall be based on an employee's employment anniversary date. Vacation credits are to be used on a year to year basis by employees to take vacation and are not normally to be accumulated beyond an employee's annual entitlement. Employees may carry forward vacation credits in excess of the employee's annual entitlement to a maximum of five (5) additional days without written approval of the Department or Division Head. Employees may carry forward a further five (5) days for a total of ten (10) days with the written approval of the Department or Division Head. "For example, an employee with less than sixty (60) months' continuous service earns fifteen (15) days of vacation credit. The employee may carry forward five vacation days from a previous vacation year for a total of twenty (20) vacation days or ten (10) vacation days with written approval for a total of twenty-five (25). Any other accumulated vacation days not carried forward to the next vacation year shall be paid out prior to the last pay period of each year."

22:06 While on vacation an employee will receive regular straight time pay.

22:07 If a Holiday under Article **21:01**, or a Presidential Day, falls during an employee's vacation period, the employee will not be required to use any vacation credit to cover the holiday.

22:08 Employees who work on a sessional basis and who do not take vacation time but rather earn vacation pay on the basis set out below, and whose vacation pay accumulated in each pay period during the session shall be paid out any accumulated vacation pay at the pay period immediately preceding the employee's sessional layoff or any earlier pay period upon two pay periods' written notice.

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Sessional employees shall accrue vacation pay entitlement on the following basis:

<u>Length of Service</u>	<u>Vacation Pay</u>
0 to 5 sessions	6.0% of gross pay period earnings
6 sessions	6.4% of gross pay period earnings
7 sessions	6.8% of gross pay period earnings
8 sessions	7.2% of gross pay period earnings
9 sessions	7.6% of gross pay period earnings
10 to 11 sessions	8.0% of gross pay period earnings
12 to 13 sessions	8.4% of gross pay period earnings
14 sessions	8.8% of gross pay period earnings
15 sessions plus	10.0% of gross pay period earnings

Sessional employees who are authorized to take vacation time during the session may only take vacation time which does not exceed the amount of the employee's vacation pay entitlement.

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

ARTICLE 23: WAGES

23:01 Regular straight-time wages shall be as set out in Schedule "A" attached hereto.

Temporary Transfers

11d5 23:02 An employee who is temporarily transferred to another job to meet the University's needs in a classification which is lower than the employee's classification shall suffer no loss in pay during the temporary transfer. If such a transfer is to a job in a higher classification, the employee will be paid on the basis of the step in the higher classification that is the next higher salary step, whereby such step shall be at least equal to or greater than three (3) percent of the employee's current salary. -11d4

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

ARTICLE 24: HOURS OF WORK AND OVERTIME

24:01 It is the University's management right to determine hours of work as the University deems appropriate and the provisions of this Article are intended only to provide a basis for calculating time worked, and nothing in this Article shall be construed as providing any guarantees as to the hours of work per day or per week or when employees commence or end regular hours of work.

24:02 Regular hours of work for full time employees are thirty-six and one-quarter (36%) hours per week (thirty-three and three-quarters (33¾) hours per week during July and August).

The University will provide a minimum of one (1) month's notice of an impending change of an employee's regular hours of work (e.g., a change in starting time, etc.).

24:03 Where an hourly rate needs to be calculated (e.g. overtime pay), it will be calculated by dividing the employee's annual salary by one-thousand eight hundred and sixty three (1,863).

24:04 Employees are entitled to a one (1) hour lunch break without pay, approximately midway through a work day, and a fifteen (15) minute break at an appropriate time during the first and second half of a work day.

The one (1) hour lunch break may be adjusted to a thirty (30) minute lunch break without pay upon the mutual consent of the employee and their supervisor, provided that the start and finish times are adjusted accordingly. Part-time employees will receive a fifteen (15) minute paid break for every three (3) consecutive hours worked, except in cases where the employees work a full day, in which case they shall receive the same lunch and breaks as full-time staff appointed employees.

24:05 Provided it does not, in the opinion of the Division or Department head, adversely affect operational efficiency or service effectiveness, Division or Department heads will consider requests by employees for flexibility with respect to the employees' regular hours of work. For example, such requests may include flexible hours, a compressed work week, or working from home. It is understood that such arrangements may not be suitable operationally in some work units and/or for certain positions, and that the design and approval of all arrangements is a

matter for University discretion. It is understood that such arrangements, in and of themselves, do not trigger overtime.

Overtime

- 24:06** Overtime must be authorized in writing in advance by an employee's immediate supervisor. Wherever practical, all overtime shall be distributed on a voluntary basis and as equitably as possible to the employees who normally perform the work.
- 24:07** Employees who perform work in excess of thirty-six and one-quarter (36¼) hours in a work week will be paid at the rate of time and one-half the employee's regular rate of pay for authorized hours worked beyond thirty-six and one-quarter (36¼), it being understood that overtime pay will not apply unless or until the time worked is at least one-quarter (15 minutes) hour more than the employee's regular hours of work in a day.

Employees authorized to work overtime beyond 9:00 p.m. will be provided with a taxi chit or reimbursed for campus parking.

Banking Hours

- 24:08** (a) The University will maintain an "overtime bank" for each employee consisting of a record of periods of authorized overtime worked which an employee may take as lieu time off, which overtime bank may not at any time exceed two hundred (200) hours in total. *ab* Overtime will be credited as it is earned (e.g., at time and one-half the actual hours worked). By mutual agreement between the employee and the immediate supervisor, banked hours may be carried forward from year to year. It is agreed that for the purposes of this article a year shall be "calendar year."
- (b) Authorized overtime worked by an employee will be credited to his/her overtime bank (if there is sufficient room in the employee's overtime bank), unless the employee and the immediate supervisor mutually agree that the overtime be paid on the employee's next regular pay cheque.
- (c) Lieu time off in an employee's overtime bank will be taken at times mutually agreed to by the employee and the immediate supervisor.
- (d) Upon cessation of employment, any overtime in an employee's overtime bank will be paid out on the employee's final pay cheque.

Meal Allowance

- 24:09** *gd* Employees who are authorized to work and who work overtime for two (2) consecutive hours or more beyond their regular hours in a work day are entitled to a meal allowance in the amount of ten (10) dollars. Employees who are authorized to work and who work overtime for four (4) hours or more on a day outside their regular work week are entitled to a meal allowance in the amount of ten (10) dollars.

No Pyramiding

- 24:10** There shall be no pyramiding of any payments or benefits provided for in this collective agreement.

Part-Time Status for Family Care

- 24:11 Full-time employees who have continuous responsibilities for the care of their family may submit a request to their supervisor for a change to part-time status for a defined period, in order to devote more time to their family care responsibilities. In the event the request is granted, the percentage of time to be worked, and the duration of the part-time appointment, must be mutually agreed to between the employee and the department or division head, to whom the request should be addressed. Employees requesting a change in status on this basis should make their request as far in advance as possible but, in any event, no less than one month prior to the commencement of the requested change in status. Salary and benefits will be appropriately pro-rated according to the percentage time worked.

ARTICLE 25: GENERAL

- 25:01 Wherever the feminine gender is used throughout the Articles within this Agreement, it is agreed that the male gender is an acceptable substitute whenever and wherever the male gender is applicable.
- 25:02 Where the singular is used throughout the Articles **within** this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plurality is applicable.
- 25:03 Printing and distribution of this Agreement will be the University's responsibility. The Employer will also supply the Union with four hundred (400) copies of the Agreement. In the interest of environmental conservation, the collective agreement will be posted on the University's Human Resources and Equity website and the **USW Local 1998** website and the link to said website will be provided to all employees in the bargaining unit. Upon request, printed copies of the agreement shall be made available to employees at the divisional Human Resources Offices.
- 25:04 Employees must provide written confirmation to the University of their mailing address and telephone number and must notify the University in writing of any change in the employee's mailing address or telephone number. The University shall be entitled to rely upon the last address and telephone number furnished by the employee for all purposes.
- 25:05 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Human Resources or his or her designate, University of Toronto, 215 Huron Street, 8th floor, Toronto, Ontario M5S 1A2, and the Staff Representative or his or her designate, United Steelworkers, 25 Cecil Street, Toronto, Ontario, M5T 1N1.

ARTICLE 26: PENSION AND BENEFITS

- 26:01 Employees are eligible to participate in the Pension Plan; Long Term Disability Plan; Group Life and Survivor Income Plan; Dental Care Plan; Extended Health Care Plan; **Semi-Private** Hospital Accommodation Plan; Joint Membership Plan; and Vision Care Plan, as summarized in Schedules "B" to "H" attached hereto.

ARTICLE 27: SICK LEAVE

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27:01 Sick leave is defined as absence because of an employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance* Act is not payable. The purpose of sick leave is to provide against loss of earnings for employees who are prevented by sickness or accident from performing their duties.

- 27:02** Upon completion of their probationary period, employees are eligible for sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury. Employees shall be eligible for up to three (3) days of sick leave during the probationary period.
- 27:03** When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work.
- 27:04** An employee may, with prior warning, be required by the University to provide a doctor's certificate certifying that the employee is unable to carry out his/her normal duties due to illness.
- 27:05** An employee who is hospitalized or confined by order of a doctor during his/her vacation period will be allowed to draw sick leave with pay for the period of time for which he/she is hospitalized or confined providing that the employee furnishes proof of such hospitalization or confinement to his/her supervisor. The employee will be allowed to reschedule that portion of vacation during which he/she was hospitalized or confined at a later date mutually agreeable to the employee and the employee's supervisor.

ARTICLE 28: HUMANITY CHARITABLE FUND

- 28:01** The University agrees to deduct the amount of one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked and prior to the 15th day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to the United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names and addresses of all employees in the bargaining unit on whose behalf such payment has been made.
- 28:02** Employees may opt out of the Humanity Fund by providing written notice of their desire to do so to the Union, who shall advise the University of the request.
- 28:03** The Union shall provide the charitable receipt to employees.

ARTICLE 29: PART-TIME EMPLOYEES

29:01 Staff appointed employees who are regularly scheduled to work less than thirty-six and one-quarter (36%) hours per week will be considered part-time employees for the purposes of this Article.

29:02 The provisions of this collective agreement apply to part-time employees subject to the modifications set out below:

14 F Employees accrue vacation credits on the same basis as set out in Article 22: Vacation, but pro-rated according to the percentage of the employee's appointment. For example a fifty (50) percent appointment employee in the first sixty (60) months of employment will earn 1/12 of 7.5 days each month, or 0.625 days per month.

ARTICLE 30: THREE DAYS OFF WITH PAY

30:01 For each twelve (12) month period (July 1 to June 30 of any year) the University will designate three (3) days on which employees do not have to work and in respect of which employees will suffer no loss of regular-straight time pay.



Employees required to work by the University on one (1) or more of these days will be paid at straight time for the day and will be given another day off with no loss of regular straight-time pay at a time mutually agreed by the employee and his or her supervisor.

The University, in its sole discretion, shall designate the three (3) days in a given twelve (12) month period. Notice will be sent to the Union by the University within a reasonable time period prior to the designated dates of these days.

These days are not "Holidays" for any purpose under the collective agreement, including Article 21: Holidays or Schedule "J" - Holidays.

ARTICLE 31: UNIFORMS

31:01 The University agrees to provide uniforms to employees who are required to wear uniforms by the University (e.g. lab coats, dental/nursing uniforms, including shoes).

ARTICLE 32: PERSONNEL FILE

32:01 An employee may review his or her personnel file, provided that two (2) working days prior notice is given to the appropriate local Human Resources Office. The employee is entitled to be accompanied by a union representative for up to half (½) an hour to review the personnel file.

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

ARTICLE 33: PROFESSIONAL DEVELOPMENT

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

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

Staff development activities should take place within the framework of a jointly agreed upon career development plan between the employee and his or her supervisor. The University will grant, upon request by the employee a minimum of three (3) days professional development per year related to the employee's position or as part of an agreed upon career development plan. Requests for access to professional development will be granted subject to operational requirements of the unit, cost and the availability of Organizational Development and Learning Centre programmes. Such requests shall not be unreasonably withheld.

ARTICLE 34: TERMINATION

34:01 This Agreement shall be effective from July 1, 2008 and shall continue in effect up to and including the 30th day of June, 2011, and shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing within a period of ninety (90) calendar days immediately prior to the expiration date that it desires to amend the Agreement.

34:02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 34:01, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

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IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on September 12, 2008.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Angela Medyars
Vice-President, Human Resources & Equity

Spit [Signature]
Secretary of Governing Council

AND

UNITED STEELWORKERS

[Signature]
Staff Representative Bryan Adamczyk

Allison Dubarry
Allison Dubarry

Sandra Grant
Sandra Grant

[Signature]
Rudy Limberger

Christine Beckermans
Christine Beckermans

Mary Bird
Mary Bird

Arthur Birkenbergs
Arthur Birkenbergs

Lee Jeffrey
Lee Jeffrey

Shelley Glazer
Shelley Glazer

Lillian Lanca
Lillian Lanca

Martha Young
Martha Young

Allan Revich
Allan Revich

Linda Wilding
Linda Wilding

Judy MacLeod
Judy MacLeod

SCHEDULE A: Salary

Effective July 1, 2008 a three (3) percent **ATB** increase to all salary scales.

Effective January 1, 2009 point five (0.5) percent **ATB** increase to all salary scales.

Effective July 1, 2009, a three (3) percent **ATB** increase to all salary scales.

Effective July 1, 2010, a three (3) percent **ATB** increase to all salary scales.

Notes to Salary Schedule

- (1) Employees shall move up a minimum of one step on the grid every twelve (12) months of their employment in the job classification to maximum of the highest step on the grid for the classification.

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Any employee currently making above the highest step on the grid shall continue to be red circled until such time that the grid for the classification meets or exceeds the employee's salary. Until such time the employee will receive a lump sum payment equal to the negotiated **ATB**.

- (2) An employee whose salary immediately prior to March 1, 2000 is above the highest step on the grid for the classification will, so long as the employee is in that classification or another classification where the employees' salary is above the highest step on the grid for that classification, have his or her salary red-circled until the salary on the grid for the classification meets or exceeds the employee's salary. The parties agree to discuss and review, if necessary, any anomalies that do not result from "errors", previous red-circling or the like.

- (3) Where an employee is appointed to a classification in a higher salary grade, the employee's salary will be increased to the next higher salary step, whereby such step shall be at least equal to or greater than three (3) percent of the employee's current salary. Where an employee is appointed to a classification in a lower salary grade, the employee's salary will be decreased to the salary step in the lower salary grade closest to, but less than, the employee's salary in the higher grade. For clarity, the hiring rate of a salary grade is considered a step on the grid.

- (4) Newly hired or appointed employees will be paid no less than the starting rate for the salary grade of the classification, but the University, can in its sole discretion, place newly hired or promoted employees at any step on the grid above the starting rate (subject to the minimum grid placement for promoted employees as per paragraph 3 above).

- (5) The University can, in its sole discretion, move employees through the grid at an accelerated rate.

- (6) For the purposes of retention, recruitment, skills shortage, or to recognize an employee's extraordinary effort and/or contribution, the University may, in its sole discretion, make lump sum payments to employees in addition to an employee's base salary. Any such payments will not form part of and will not increase the base salary of those employees who receive them and will not form part of an employee's compensation or remuneration for any purposes under the collective agreement, benefit, or pension plans,

- (7) University decisions with respect to paragraphs 4, 5 or 6 above are within the sole discretion of the University and in no case shall an arbitrator or board of arbitration have the jurisdiction to make or order any movement or placement on the grid as per paragraphs 4 or 5 or any payments as per paragraph 6.

- (8) The University will, on a quarterly basis, advise the Union in writing of any grid placements as per paragraphs 4 or 5 above or any payments as per paragraph 6 above.

SCHEDULE A: Salary (July 1, 2008 to December 31, 2008)

Classification	Pay Scale Group (Salary Grade)	Hiring Rate	Step 1	Step 2	Step3	Step4	Step5	Step 6	Step7	Step 8	
	02s	A	89,983	93,772	97,562	101,351	104,192	107,030	109,876	111,766	113,663
		M	7,498.58	7,814.33	8,130.17	8,445.92	8,682.67	8,919.17	9,156.33	9,313.83	9,471.92
	01S	A	83,341	86,852	90,362	93,870	96,505	99,136	101,767	103,521	105,276
		M	6,945.08	7,237.67	7,530.17	7,822.50	8,042.08	8,261.33	8,480.58	8,626.75	8,773.00
Applications Programmer/Analyst 5 Registered Nurse-2 Systems Software Programmer 4	08B	A	73,086	76,333	79,581	82,828	85,264	87,701	90,137	91,761	93,385
		M	6,090.50	6,361.08	6,631.75	6,902.33	7,105.33	7,308.42	7,511.42	7,646.75	7,782.08
Applications Programmer/Analyst 4 Systems Software Programmer 3	12N	A	69,162	72,236	75,311	78,386	80,690	82,995	85,300	86,836	88,373
		M	5,763.50	6,019.67	6,275.92	6,532.17	6,724.17	6,916.25	7,108.33	7,236.33	7,364.42
Accountant 5 Administrative Officer	07B	A	65,702	68,622	71,544	74,464	76,652	78,843	81,029	82,494	83,954
		M	5,475.17	5,718.50	5,962.00	6,205.33	6,387.67	6,570.25	6,752.42	6,874.50	6,996.17
Administrative Assistant 3 Laboratory Technician 4 Professional Engineering Officer 2 Technical Services Coordinator	11N	A	62,260	65,026	67,794	70,562	72,637	74,713	76,787	78,171	79,554
		M	5,188.33	5,418.83	5,649.50	5,880.17	6,053.08	6,226.08	6,398.92	6,514.25	6,629.50
Career Counsellor 2 Engineering Technologist 4 Registered Nurse 1 Research Officer 3	06B	A	59,160	61,788	64,417	67,046	69,018	70,990	72,960	74,275	75,590
		M	4,930.00	5,149.00	5,368.08	5,587.17	5,751.50	5,915.83	6,080.00	6,189.58	6,299.17
Applications Programmer/Analyst 3 Building Services Officer 2 Cartographer 3 Craftsperson 5 Draftsperson 4 Purchasing Officer 3 System Software Programmer 2	1CN	A	56,117	58,610	61,105	63,596	65,473	67,338	69,210	70,457	71,704
		M	4,676.42	4,884.17	5,092.08	5,299.67	5,456.08	5,611.50	5,767.50	5,871.42	5,975.33
Accountant 4 Editor 3	05B	A	53,357	55,728	58,098	60,472	62,252	64,029	65,810	66,994	68,179
		M	4,446.42	4,644.00	4,841.50	5,039.33	5,187.67	5,335.75	5,484.17	5,582.83	5,681.58
Administrative Assistant 2 Craftsperson 4 Dental Technician 4 Information Officer Laboratory Animal Technician 6 Professional Engineering Officer 1 Scientific Glassblower 3 Senior Dental Assistant	09N	A	50,496	52,741	54,988	57,230	58,915	60,597	62,279	63,402	64,524
		M	4,208.00	4,395.08	4,582.33	4,769.17	4,909.58	5,049.75	5,189.92	5,283.50	5,377.00

Classification	Pay Scale Group (Salary Grade)		Hiring Rate	Step 1	Step2	Step3	Step4	Step5	Step6	Step7	Step8
Audio-Visual Technician 4 Career Counsellor 1 Communication Officer 2 Electron Microscopist 3 Engineering Technologist 3 Laboratory Technician 3 Library Technician 6 Secretary 4 Television Maintenance Technician 3	04B	A	48,109	50,246	52,386	54,524	56,129	57,730	59,333	60,404	61,471
M		4,009.08	4,187.17	4,365.50	4,543.67	4,677.42	4,810.83	4,944.42	5,033.67	5,122.58	
Applications Programmer/Analyst 2 Computer Operator 3 Craftsperson 3 Draftsperson 3 Graphic Artist 4 Horticulturist 3 Laboratory Animal Technician 5 Photographer 4 Purchasing Officer 2 Research Officer 2 Systems Software Programmer 1	08N	A	45,548	47,572	49,597	51,622	53,139	54,657	56,174	57,187	58,199
M		3,795.67	3,964.33	4,133.08	4,301.83	4,428.25	4,554.75	4,681.17	4,765.58	4,849.92	
Accountant 3 Editor 2 Engineering Technologist 2	03B	A	43,443	45,375	47,305	49,236	50,684	52,130	53,581	54,543	55,510
M		3,620.25	3,781.25	3,942.08	4,103.00	4,223.67	4,344.17	4,465.08	4,545.25	4,625.83	
Accountant 2 Administrative Assistant 1 Anatomy Technician 2 Animal Surgical Technician 4 Building Services Officer 1 Clerk 4 Communications Officer 1 Craftsperson 2 Dental Technician 3 Electron Microscopist 2 Graphic Artist 3 Laboratory Animal Technician 4 Library Technician 5 photographer 3	07N	A	41,276	43,109	44,944	46,776	48,154	49,528	50,906	51,822	52,739
M		3,439.67	3,592.42	3,745.33	3,898.00	4,012.83	4,127.33	4,242.17	4,318.50	4,394.92	
Audio-Visual Technician 3 Dental Assistant	02B	A	39,447	41,199	42,951	44,706	46,020	47,338	48,650	49,527	50,405
M		3,287.25	3,433.25	3,579.25	3,725.50	3,835.00	3,944.83	4,054.17	4,127.25	4,200.42	

Classification	Pay Scale Group (Salary Grade)	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Accountant 1	06N	A	37,733	39,410	41,090	42,767	44,024	45,280	46,538	47,378	48,215
Animal Surgical Technician 3		M	3,144.42	3,284.17	3,424.17	3,563.92	3,668.67	3,773.33	3,878.17	3,948.17	4,017.92
Applications Programmer/Analyst 1											
Computer Operator 2											
Draftsperson 2											
Graphic Artist 2											
Horticulturist 2											
Library Technician 4											
Purchasing Officer 1											
Secretary 2											
Telephone Operator 2											
Engineering Technologist 1	01B	A	36,009	37,607	39,208	40,808	42,012	43,209	44,411	45,210	46,009
		M	3,000.75	3,133.92	3,267.33	3,400.67	3,501.00	3,600.75	3,700.92	3,767.50	3,834.08
Anatomy Technician 1	05N	A	34,272	35,793	37,313	38,839	39,978	41,124	42,266	43,027	43,789
Animal Surgical Technician 2											
Audio-visual Technician 2											
Clerk 3		M	2,856.00	2,982.75	3,109.42	3,236.58	3,331.50	3,427.00	3,522.17	3,585.58	3,649.08
Clerk Typist 3											
Copy Machine Operator 2											
Dental Technician 2											
Editor 1											
Electron Microscopist 1											
Information Assistant											
Laboratory Assistant 2											
Laboratory Technician 1											
Library Technician 3											
Offset Press Operator 2											
Resident Steward											
Secretary 1											
Cartographer 1	04N	A	31,655	33,060	34,469	35,874	36,930	37,983	39,040	39,742	40,446
Clerk 2		M	2,637.92	2,755.00	2,872.42	2,989.50	3,077.50	3,165.25	3,253.33	3,311.83	3,370.50
Clerk Typist 2											
Craftsperson 1											
Draftsperson 1											
Keypunch Operator 2											
Laboratory Assistant 1											
Telephone Operator 1											
Clerk 1	03N	A	29,302	30,605	31,908	33,210	34,187	35,161	36,141	36,793	37,442
Dental Technician 1		M	2,441.83	2,550.42	2,659.00	2,767.50	2,848.92	2,930.08	3,011.75	3,066.08	3,120.17
Graphic Artist 1											
Clerk Typist 1	02N	A	27,208	28,417	29,625	30,837	31,742	32,649	33,556	34,159	34,766
Copy Machine Operator 1		M	2,267.33	2,368.08	2,468.75	2,569.75	2,645.17	2,720.75	2,796.33	2,846.58	2,897.17

SCHEDULE A: Salary (January 1, 2009 to June 30, 2009)

Classification	Pay Scale Group (Salary Grade)	Hiring Rate	Step 1	Step 2	Step3	Step4	Step 5	Step 6	Step 7	Step 8	
	02s	A	90,433	94,241	98,050	101,858	104,713	107,565	110,425	112,325	114,231
		M	7,536.08	7,853.42	8,170.83	8,488.17	8,726.08	8,963.75	9,202.08	9,360.42	9,519.25
	01S	A	83,758	87,286	90,814	94,339	96,988	99,632	102,276	104,039	105,802
		M	6,979.83	7,273.83	7,567.83	7,861.58	8,082.33	8,302.67	8,523.00	8,669.92	8,816.83
Applications Programmer/Analyst 5 Registered Nurse 2 Systems Software Programmer 4	08B	A	73,451	76,715	79,979	83,242	85,690	88,140	90,588	92,220	93,852
		M	6,120.92	6,392.92	6,664.92	6,936.83	7,140.83	7,345.00	7,549.00	7,685.00	7,821.00
Applications Programmer/Analyst 4 Systems Software Programmer 3	12N	A	69,508	72,597	75,688	78,778	81,093	83,410	85,727	87,270	88,815
		M	5,792.33	6,049.75	6,307.33	6,564.83	6,757.75	6,950.83	7,143.92	7,272.50	7,401.25
Accountant 5 Administrative Officer	07B	A	66,031	68,965	71,902	74,836	77,035	79,237	81,434	82,906	84,374
		M	5,502.58	5,747.08	5,991.83	6,236.33	6,419.58	6,603.08	6,786.17	6,908.83	7,031.17
Administrative Assistant 3 Laboratory Technician 4 Professional Engineering Officer 2 Technical Services Coordinator	11N	A	62,571	65,351	68,133	70,915	73,000	75,087	77,171	78,562	79,952
		M	5,214.25	5,445.92	5,677.75	5,909.58	6,083.33	6,257.25	6,430.92	6,546.83	6,662.67
Career Counsellor 2 Engineering Technologist 4 Registered Nurse 1 Research Officer 3	06B	A	59,456	62,097	64,739	67,381	69,363	71,345	73,325	74,646	75,968
		M	4,954.67	5,174.75	5,394.92	5,615.08	5,780.25	5,945.42	6,110.42	6,220.50	6,330.67
Applications Programmer/Analyst 3 Building Services Officer 2 Cartographer 3 Craftsperson 5 Draftsperson 4 Purchasing Officer 3 System Software Programmer 2	10N	A	56,398	58,903	61,411	63,914	65,800	67,675	69,556	70,809	72,063
		M	4,699.83	4,908.58	5,117.58	5,326.17	5,483.33	5,639.58	5,796.33	5,900.75	6,005.25
Accountant 4 Editor 3	05B	A	53,624	56,007	58,388	60,774	62,563	64,349	66,139	67,329	68,520
		M	4,468.67	4,667.25	4,865.67	5,064.50	5,213.58	5,362.42	5,511.58	5,610.75	5,710.00
Administrative Assistant 2 Craftsperson 4 Dental Technician 4 Information Officer Laboratory Animal Technician 6 Professional Engineering Officer 1 Scientific Glassblower 3 Senior Dental Assistant	09N	A	50,748	53,005	55,263	57,516	59,210	60,900	62,590	63,719	64,847
		M	4,229.00	4,417.08	4,605.25	4,793.00	4,934.17	5,075.00	5,215.83	5,309.92	5,403.92

Classification	Pay Scale Group (Salary Grade)	Hiring Rate	Step 1	Step 2	Step3	Step4	Step 5	Step 6	Step7	Step8	
Audio-visual Technician 4 Career Counsellor 1 Communication Officer 2 Electron Microscopist 3 Engineering Technologist 3 Laboratory Technician 3 Library Technician 6 Secretary 4 Television Maintenance Technician 3	04B	A	48,350	50,497	52,648	54,797	56,410	58,019	59,630	60,706	61,778
Applications Programmer/Analyst 2 Computer Operator 3 Craftsperson 3 Draftsperson 3 Graphic Artist 4 Horticulturist 3 Laboratory Animal Technician 5 Photographer 4 Purchasing Officer 2 Research Officer 2 Systems Software Programmer 1	08N	A	45,776	47,810	49,845	51,880	53,405	54,930	56,455	57,473	58,490
		M	3,814.67	3,984.17	4,153.75	4,323.33	4,450.42	4,577.50	4,704.58	4,789.42	4,874.17
Accountant 3 Editor 2 Engineering Technologist 2	03B	A	43,660	45,602	47,542	49,482	50,937	52,391	53,849	54,816	55,788
		M	3,638.33	3,800.17	3,961.83	4,123.50	4,244.75	4,365.92	4,487.42	4,568.00	4,649.00
Accountant 2 Administrative Assistant 1 Anatomy Technician 2 Animal Surgical Technician 4 Building Services Officer 1 Clerk 4 Communications Officer 1 Craftsperson 2 Dental Technician 3 Electron Microscopist 2 Graphic Artist 3 Laboratory Animal Technician 4 Library Technician 5 Photographer 3	07N	A	41,482	43,325	45,169	47,010	48,395	49,776	51,161	52,081	53,003
		M	3,456.83	3,610.42	3,764.08	3,917.50	4,032.92	4,148.00	4,263.42	4,340.08	4,416.92
Audio-visual Technician 3 Dental Assistant	02B	A	39,644	41,405	43,166	44,930	46,250	47,575	48,893	49,775	50,657
		M	3,303.67	3,450.42	3,597.17	3,744.17	3,854.17	3,964.58	4,074.42	4,147.92	4,221.42

Classification	Pay Scale Group (Salary Grade)	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Accountant 1 Animal Surgical Technician 3 Applications Programmer/Analyst 1 Computer Operator 2 Draftsperson 2 Graphic Artist 2 Horticulturist 2 Library Technician 4 Purchasing Officer 1 Secretary 2 Telephone Operator 2	06N	A	37,922	39,607	41,295	42,981	44,244	45,506	46,771	47,615	48,456
		M	3,160.17	3,300.58	3,441.25	3,581.75	3,687.00	3,792.17	3,897.58	3,967.92	4,038.00
Engineering Technologist 1	01B	A	36,189	37,795	39,404	41,012	42,222	43,425	44,633	45,436	46,239
		M	3,015.75	3,149.58	3,283.67	3,417.67	3,518.50	3,618.75	3,719.42	3,786.33	3,853.25
Anatomy Technician 1 Animal Surgical Technician 2 Audio-visual Technician 2 Clerk 3 Clerk Typist 3 Copy Machine Operator 2 Dental Technician 2 Editor 1 Electron Microscopist 1 Information Assistant Laboratory Assistant 2 Laboratory Technician 1 Library Technician 3 Offset Press Operator 2 Resident Steward Secretary 1	05N	A	34,443	35,972	37,500	39,033	40,178	41,330	42,477	43,242	44,008
		M	2,870.25	2,997.67	3,125.00	3,252.75	3,348.17	3,444.17	3,539.75	3,603.50	3,667.33
Cartographer 1 Clerk 2	04N	A	31,813	33,225	34,641	36,053	37,115	38,173	39,235	39,941	40,648
		M	2,651.08	2,768.75	2,886.75	3,004.42	3,092.92	3,181.08	3,269.58	3,328.42	3,387.33
Clerk 1 Dental Technician 1 Graphic Artist 1	03N	A	29,449	30,758	32,068	33,376	34,358	35,337	36,322	36,977	37,629
		M	2,454.08	2,563.17	2,672.33	2,781.33	2,863.17	2,944.75	3,026.83	3,081.42	3,135.75
Clerk Typist 1 Copy Machine Operator 1	02N	A	27,344	28,559	29,773	30,991	31,901	32,812	33,724	34,330	34,940
		M	2,278.67	2,379.92	2,481.08	2,582.58	2,658.42	2,734.33	2,810.33	2,860.83	2,911.67

SCHEDULE A: Salary (July 1, 2009 to June 30, 2010)

Classification	Pay Scale Group (Salary Grade)	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
	02S	A	93,146	97,068	100,992	104,914	107,854	110,792	113,738	115,695	117,658
		M	7,762.17	8,089.00	8,416.00	8,742.83	8,987.83	9,232.67	9,478.17	9,641.25	9,804.83
	01s	A	86,271	89,905	93,538	97,169	99,898	102,621	105,344	107,160	108,976
		M	7,189.25	7,492.08	7,794.83	8,097.42	8,324.83	8,551.75	8,778.67	8,930.00	9,081.33
Applications Programmer/Analyst 5 Registered Nurse 2 Systems Software Programmer 4	08B	A	75,655	79,016	82,378	85,739	88,261	90,784	93,306	94,987	96,668
		M	6,304.58	6,584.67	6,864.83	7,144.92	7,355.08	7,565.33	7,775.50	7,915.58	8,055.67
Applications Programmer/Analyst 4 Systems Software Programmer 3	12N	A	71,593	74,775	77,959	81,141	83,526	85,912	88,299	89,888	91,479
		M	5,966.08	6,231.25	6,496.58	6,761.75	6,960.50	7,159.33	7,358.25	7,490.67	7,623.25
Accountant 5 Administrative Officer	07B	A	68,012	71,034	74,059	77,081	79,346	81,614	83,877	85,393	86,905
		M	5,667.67	5,919.50	6,171.58	6,423.42	6,612.17	6,801.17	6,989.75	7,116.08	7,242.08
Administrative Assistant 3 Laboratory Technician 4 Professional Engineering Officer 2 Technical Services Coordinator Career Counsellor 2	11N	A	64,448	67,312	70,177	73,042	75,190	77,340	79,486	80,919	82,351
		M	5,370.67	5,609.33	5,848.08	6,086.83	6,265.83	6,445.00	6,623.83	6,743.25	6,862.58
Engineering Technologist 4 Registered Nurse 1 Research Officer 3	06B	A	61,240	63,960	66,681	69,402	71,444	73,485	75,525	76,885	78,247
		M	5,103.33	5,330.00	5,556.75	5,783.50	5,953.67	6,123.75	6,293.75	6,407.08	6,520.58
Applications Programmer/Analyst 3 Building Services Officer 2 Cartographer 3 Craftsperson 5 Draftspenon 4 Purchasing Officer 3 System Software Programmer 2 Accountant 4 Editor 3	10N	A	58,090	60,670	63,253	65,831	67,774	69,705	71,643	72,933	74,225
		M	4,840.83	5,055.83	5,271.08	5,485.92	5,647.83	5,808.75	5,970.25	6,077.75	6,185.42
	05B	A	55,233	57,687	60,140	62,597	64,440	66,279	68,123	69,349	70,576
		M	4,602.75	4,807.25	5,011.67	5,216.42	5,370.00	5,523.25	5,676.92	5,779.08	5,881.33
Administrative Assistant 2 Craftsperson 4 Dental Technician 4 Information Officer Laboratory Animal Technician 6 Professional Engineering Officer 1 Scientific Glassblower 3 Senior Dental Assistant	09N	A	52,270	54,595	56,921	59,241	60,986	62,727	64,468	65,631	66,792
		M	4,355.83	4,549.58	4,743.42	4,936.75	5,082.17	5,227.25	5,372.33	5,469.25	5,566.00

Classification	Pay Scale Group (Salary Grade)	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Audio-Visual Technician 4 Career Counsellor 1 Communication Officer 2 Electron Microscopist 3 Engineering Technologist 3 Laboratory Technician 3 Library Technician 6 Secretary 4 Television Maintenance Technician 3	04B	A	49,801	52,012	54,227	56,441	58,102	59,760	61,419	62,527	63,631
		M	4,150.08	4,334.33	4,518.92	4,703.42	4,841.83	4,980.00	5,118.25	5,210.58	5,302.58
Applications Programmer / Analyst 2 Computer Operator 3 Craftsperson 3 Draftsperson 3 Graphic Artist 4 Horticulturist 3 Laboratory Animal Technician 5 Photographer 4 Purchasing Officer 2 Research Officer 2 Systems Software Programmer 1	08N	A	47,149	49,244	51,340	53,436	55,007	56,578	58,149	59,197	60,245
		M	3,929.08	4,103.67	4,278.33	4,453.00	4,583.92	4,714.83	4,845.75	4,933.08	5,020.42
Accountant 3 Editor 2 Engineering Technologist 2	03B	A	44,970	46,970	48,968	50,966	52,465	53,963	55,464	56,460	57,462
		M	3,747.50	3,914.17	4,080.67	4,247.17	4,372.08	4,496.92	4,622.00	4,705.00	4,788.50
Accountant 2 Administrative Assistant 1 Anatomy Technician 2 Animal Surgical Technician 4 Building Services Officer 1 Clerk 4 Communications Officer 1 Craftsperson 2 Dental Technician 3 Electron Microscopist 2 Graphic Artist 3 Laboratory Animal Technician 4 Library Technician 5 Photographer 3	07N	A	42,726	44,625	46,524	48,420	49,847	51,269	52,696	53,643	54,593
		M	3,560.50	3,718.75	3,877.00	4,035.00	4,153.92	4,272.42	4,391.33	4,470.25	4,549.42
Audio-Visual Technician 3 Dental Assistant	02B	A	40,833	42,647	44,461	46,278	47,638	49,002	50,360	51,268	52,177
		M	3,402.75	3,553.92	3,705.08	3,856.50	3,969.83	4,083.50	4,196.67	4,272.33	4,348.08

Classification	Pay Scale Group (Salary Grade)	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Accountant 1 Animal Surgical Technician 3 Applications Programmer/Analyst 1 Computer Operator 2 Draftsperson 2 Graphic Artist 2 Horticulturist 2 Library Technician 4 Purchasing Officer 1 Secretary 2 Telephone Operator 2	06N	A	39,060	40,795	42,534	44,270	45,571	46,871	48,174	49,043	49,910
Engineering Technologist 1	01B	A	37,275	38,929	40,586	42,242	43,489	44,728	45,972	46,799	47,626
		M	3,106.25	3,244.08	3,382.17	3,520.17	3,624.08	3,727.33	3,831.00	3,899.92	3,968.83
Anatomy Technician 1 Animal Surgical Technician 2 Audio-visual Technician 2 Clerk 3 Clerk Typist 3 Copy Machine Operator 2 Dental Technician 2 Editor 1 Electron Microscopist 1 Information Assistant Laboratory Assistant 2 Laboratory Technician 1 Library Technician 3 Offset Press Operator 2 Resident Steward Secretary 1	05N	A	35,476	37,051	38,625	40,204	41,383	42,570	43,751	44,539	45,328
		M	2,956.33	3,087.58	3,218.75	3,350.33	3,448.58	3,547.50	3,645.92	3,711.58	3,777.33
Cartographer 1 Clerk 2 Clerk Typist 2 Craftsperson 1 Draftsperson 1 Key punch Operator 2 Laboratory Assistant 1 Telephone Operator 1	04N	A	32,767	34,222	35,680	37,135	38,228	39,318	40,412	41,139	41,867
		M	2,730.58	2,851.83	2,973.33	3,094.58	3,185.67	3,276.50	3,367.67	3,428.25	3,488.92
Clerk 1 Dental Technician 1 Graphic Artist 1	03N	A	30,332	31,681	33,030	34,377	35,389	36,397	37,412	38,086	38,758
		M	2,527.67	2,640.08	2,752.50	2,864.75	2,949.08	3,033.08	3,117.67	3,173.83	3,229.83
Clerk Typist 1 Copy Machine Operator 1	02N	A	28,164	29,416	30,666	31,921	32,858	33,796	34,736	35,360	35,988
		M	2,347.00	2,451.33	2,555.50	2,660.08	2,738.17	2,816.33	2,894.67	2,946.67	2,999.00

SCHEDULE A Salary (July 1, 2010 to June 30, 2011)

Classification	Pay Scale Group (Salary Grade)	Hiring Rate	Step 1	Step2	Step3	Step4	Step 5	Step6	Step 7	Step8	
	02s	A	95,940	99,980	104,022	108,061	111,090	114,116	117,150	119,166	121,188
		M	7,995.00	8,331.67	8,668.50	9,005.08	9,257.50	9,509.67	9,762.50	9,930.50	10,099.00
	01s	A	88,859	92,602	96,344	100,084	102,895	105,700	108,504	110,375	112,245
		M	7,404.92	7,716.83	8,028.67	8,340.33	8,574.58	8,808.33	9,042.00	9,197.92	9,353.75
Applications Programmer / Analyst 5 Registered Nurse 2	08B	A	77,925	81,386	84,849	88,311	90,909	93,508	96,105	97,837	99,568
Systems Software Programmer 4		M	6,493.75	6,782.17	7,070.75	7,359.25	7,575.75	7,792.33	8,008.75	8,153.08	8,297.33
Applications Programmer / Analyst 4 Systems Software Programmer 3	12N	A	73,741	77,018	80,298	83,575	86,032	88,489	90,948	92,585	94,223
		M	6,145.08	6,418.17	6,691.50	6,964.58	7,169.33	7,374.08	7,579.00	7,715.42	7,851.92
Accountant 5 Administrative Officer	07B	A	70,052	73,165	76,281	79,393	81,726	84,062	86,393	87,955	89,512
		M	5,837.67	6,097.08	6,356.75	6,616.08	6,810.50	7,005.17	7,199.42	7,329.58	7,459.33
Administrative Assistant 3 Laboratory Technician 4 Professional Engineering Officer 2 Technical Services Coordinator	11N	A	66,381	69,331	72,282	75,233	77,446	79,660	81,871	83,347	84,822
		M	5,531.75	5,777.58	6,023.50	6,269.42	6,453.83	6,638.33	6,822.58	6,945.58	7,068.50
Career Counsellor 2 Engineering Technologist 4	06B	A	63,077	65,879	68,681	71,484	73,587	75,690	77,791	79,192	80,594
Registered Nurse 1 Research Officer 3		M	5,256.42	5,489.92	5,723.42	5,957.00	6,132.25	6,307.50	6,482.58	6,599.33	6,716.17
Applications Programmer / Analyst 3 Building Services Officer 2	10N	A	59,833	62,490	65,151	67,806	69,807	71,796	73,792	75,121	76,452
Cartographer 3 Craftsperson 5 Draftsperson 4 Purchasing Officer 3 System Software Programmer 2		M	4,986.08	5,207.50	5,429.25	5,650.50	5,817.25	5,983.00	6,149.33	6,260.08	6,371.00
Accountant 4 Editor 3	05B	A	56,890	59,418	61,944	64,475	66,373	68,267	70,167	71,429	72,693
		M	4,740.83	4,951.50	5,162.00	5,372.92	5,531.08	5,688.92	5,847.25	5,952.42	6,057.75
Administrative Assistant 2 Craftsperson 4	09N	A	53,838	56,233	58,629	61,018	62,816	64,609	66,402	67,600	68,796
Dental Technician 4 Information Officer Laboratory Animal Technician 6 Professional Engineering Officer 1 Scientific Glassblower 3 Senior Dental Assistant		M	4,486.50	4,686.08	4,885.75	5,084.83	5,234.67	5,384.08	5,533.50	5,633.33	5,733.00

Classification	Pay Scale Group (Salary Grade)		Hiring Rate	Step 1	Step2	Step 3	Step4	Step 5	Step 6	Step7	Step 8
Audio-Visual Technician 4 Career Counsellor 1 Communication Officer 2 Electron Microscopist 3 Engineering Technologist 3 Laboratory Technician 3 Library Technician 6 Secretary 4 Television Maintenance Technician 3	04B	A	51,295	53,572	55,854	58,134	59,845	61,553	63,262	64,403	65,540
Applications Programmer/Analyst 2 Computer Operator 3 Craftsponon 3 Draftsponon 3 Graphic Artist 4 Horticulturist 3 Laboratory Animal Technician 5 Photographer 4 Purchasing Officer 2 Research Officer 2 Systems Software Programmer 1	08N	A	48,563	50,721	52,880	55,039	56,657	58,275	59,893	60,973	62,052
		M	4,046.92	4,226.75	4,406.67	4,586.58	4,721.42	4,856.25	4,991.08	5,081.08	5,171.00
Accountant 3 Editor 2 Engineering Technologist 2	03B	A	46,319	48,379	50,437	52,495	54,039	55,582	57,128	58,154	59,186
		M	3,859.92	4,031.58	4,203.08	4,374.58	4,503.25	4,631.83	4,760.67	4,846.17	4,932.17
Accountant 2 Administrative Assistant 1 Anatomy Technician 2 Animal Surgical Technician 4 Building Services Officer 1 Clerk 4 Communications Officer 1 Craftsponon 2 Dental Technician 3 Electron Microscopist 2 Graphic Artist 3 Laboratory Animal Technician 4 Library Technician 5 Photographer 3	07N	A	44,008	45,964	47,920	49,873	51,342	52,807	54,277	55,252	56,231
		M	3,667.33	3,830.33	3,993.33	4,156.08	4,278.50	4,400.58	4,523.08	4,604.33	4,685.92
Audio-visual Technician 3 Dental Assistant	02B	A	42,058	43,926	45,795	47,666	49,067	50,472	51,871	52,806	53,742
		M	3,504.83	3,660.50	3,816.25	3,972.17	4,088.92	4,206.00	4,322.58	4,400.50	4,478.50

Classification	Pay Scale Group (Salary Grade)	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Accountant 1 Animal Surgical Technician 3 Applications Programmer/Analyst 1 Computer Operator 2 Draftsperson 2 Graphic Artist 2 Horticulturist 2 Library Technician 4 Purchasing Officer 1 Secretary 2 Telephone Operator 2	06N	A	40,232	42,019	43,810	45,598	46,938	48,277	49,619	50,514	51,407
		M	3,352.67	3,501.58	3,650.83	3,799.83	3,911.50	4,023.08	4,134.92	4,209.50	4,283.92
Engineering Technologist 1	01B	A	38,393	40,097	41,804	43,509	44,794	46,070	47,351	48,203	49,055
		M	3,199.42	3,341.42	3,483.67	3,625.75	3,732.83	3,839.17	3,945.92	4,016.92	4,087.92
Anatomy Technician 1 Animal Surgical Technician 2 Audio-visual Technician 2 Clerk 3 Clerk Typist 3 Copy Machine Operator 2 Dental Technician 2 Editor 1 Electron Microscopist 1 Information Assistant Laboratory Assistant 2 Laboratory Technician 1 Library Technician 3 Offset Press Operator 2 Resident Steward Secretary 1	05N	A	36,540	38,163	39,784	41,410	42,624	43,847	45,064	45,875	46,688
		M	3,045.00	3,180.25	3,315.33	3,450.83	3,552.00	3,653.92	3,755.33	3,822.92	3,890.67
Cartographer 1 Clerk 2 Clerk Typist 2 Craftsperson 1 Draftsperson 1 Keypunch Operator 2 Laboratory Assistant 1 Telephone Operator 1	04N	A	33,750	35,249	36,750	38,249	39,375	40,498	41,624	42,373	43,123
		M	2,812.50	2,937.42	3,062.50	3,187.42	3,281.25	3,374.83	3,468.67	3,531.08	3,593.58
Clerk 1 Dental Technician 1 Graphic Artist 1	03N	A	31,242	32,631	34,021	35,408	36,451	37,489	38,534	39,229	39,921
		M	2,603.50	2,719.25	2,835.08	2,950.67	3,037.58	3,124.08	3,211.17	3,269.08	3,326.75
Clerk Typist 1 Copy Machine Operator 1	02N	A	29,009	30,298	31,586	32,879	33,844	34,810	35,778	36,421	37,068
		M	2,417.42	2,524.83	2,632.17	2,739.92	2,820.33	2,900.83	2,981.50	3,035.08	3,089.00

SCHEDULE A-1 - Job Evaluation/Pay Equity Process

Part I. Expediting and Completing the Current Job Evaluation/Pay Equity Process

601 2 1. Given the requirements of the Pay Equity Act, the fact that the current Job Evaluation/Pay Equity process has been ongoing since 2001 and the parties did not, despite best efforts, achieve the time limit of December 31, 2007 for completion of this process, the parties agree that the following measures are necessary to ensure the timely completion of this process and the provision of equitable compensation as required by the Pay Equity Act.

- a. The parties' September, 2005 Letter of Intent is revoked. The parties reaffirm the other agreements which the parties have reached during this process except to the extent such agreements conflict with this Schedule and the Process Protocol executed by the parties on November 09, 2007, in which case the Schedule and the Process Protocol prevail. The Process Protocol forms part of the collective agreement.
- b. The University agrees that it will make the completion of this process and the Process Protocol an urgent priority and will devote the resources it deems necessary, including appropriate staff time, to ensure that the above-noted Job Evaluation/Pay Equity Process is completed as quickly as possible. In particular, the parties agree that the job class identification and job class rating processes, weights and any arbitration hearings related to those issues, in accordance with the Process Protocol, will be completed no later than June 30, 2010. The Union agrees to devote the resources it deems necessary to meet this deadline as well.
- c. The Union's Job Evaluation Committee will be composed of up to six (6) members, selected by the Union. The University will provide the members with leaves of absence from their regular work in accordance with Article 13.05 of the Collective Agreement. The University will pay the full costs of four (4) Union Committee members while on leave of absence. The University will also pay to the Local Union, until the completion of this process the amount of eight hundred (\$800) dollars per month towards the cost of office space and equipment for the Union's Job Evaluation Committee.
- d. In order to ensure the timely completion of this current process, Arbitrator Mary Ellen Cummings will be appointed and given full authority to decide on all outstanding disputes between the parties concerning the implementation of this Schedule, the Process Protocol and other agreements between the parties related to Job Evaluation/Pay Equity, to the extent those agreements have not been superseded by this Schedule or the Process Protocol. The parties agree that no grievances will be filed with respect to this job evaluation/pay equity exercise and all disputes will be determined in accordance with this Schedule and Process Protocol.
- e. The parties agree that Arbitrator Cumming's decisions will be final and binding with respect to disputes put before her arising from the current process both under the Pay Equity Act and under the collective agreement.
- f. For the period from July to December 2010, the parties will meet to negotiate with respect to the following:
 - the bands to determine job classes of comparable value
 - the pay structure for the bargaining unit
 - the treatment of employees paid in excess of the pay equity job rate
 - the effective date of adjustments
 - the implementation schedule for those adjustments
- g. Implementation of the new salary structure shall not result in a reduction for any employee who is currently receiving more pay than what is provided for in the standard salary scale.

- h. Once agreement has been reached on the issues in paragraph f above, the Union and the University will set out in a Pay Equity Plan the results of this job **evaluation/pay** equity process. This Plan will include a description of the methodology and process used to reach the results and the necessary pay adjustments which are required to implement this process. The Plan will be posted so it is accessible to all members of the bargaining unit.
- i. The University will create a fund to be used exclusively for pay adjustments that are required by the outcome of the **SES/U** process. It shall deposit **\$1.5 Million** into the fund as of the date of ratification; **\$800k** on July **1, 2009** and **\$1.5 Million** on July **1, 2010**. The fund shall bear interest at the rate provided to other depositors into the Expendable Fund Investment Pool that are eligible to receive interest on funds deposited. The University shall provide to the Union annually a fund statement.
- j. The parties agree that this agreement resolves the outstanding policy grievance with respect to the job evaluation exercise. The parties agree that the outstanding applications before the Pay Equity Commission and Pay Equity Hearings Tribunal will be adjourned sine die to the earlier date of January **1, 2011** or agreement of the parties with respect to the job evaluation and pay equity exercise. If agreement is reached with respect to the job evaluation and pay equity exercise then the outstanding applications will be withdrawn, otherwise those applications will be deemed to be activated.

Part II. Maintenance of the Job **Evaluation/Pay** Equity Process

2. The Union and the University agree that there is an ongoing obligation under the Pay Equity Act to continue to maintain pay equity. The parties agree that the maintenance process will be the subject of negotiation in the collective bargaining process for the next renewal collective agreement.

PROCESS PROTOCOL FOR THE COMPLETION OF THE JOB **EVALUATION/PAY** EQUITY PROCESS

The parties agreed to a Job Evaluation Process Document on November **9, 2007** ("the Process Document") which detailed the process to be followed by the parties to finalize a pay equity plan for the bargaining unit.

This Protocol is intended to supplement and/or amend to the extent necessary that Document.

Job Class Identification Process:

<u>Terminology</u>	<u>Example</u>	<u>Example</u>
Type of work	Administration	Information Technology
Job Group	Business Officers	Network Support
Job Class	Business Officer A (7N)	Network Support A (6N)

3. In setting out the framework, the parties will identify the position numbers included in each proposed job class and draft a Job Class Summary Document, outlining the qualifications or range of qualifications, duties and responsibilities and pay scale for each job class. A sample of which is set out as Appendix A to this Protocol.
4. The parties will exchange their proposed frameworks including proposed job classes for each type of work in accordance with the timeline set out below.
5. After exchanging the proposals the parties will meet over the period identified in the timeline as the "discussion" period on the understanding that the parties will meet for, at minimum, **24** full-days over the course of that period.
6. Any disagreements which remain outstanding at the end of the discussion period will be referred to the referees as set out below.
7. The referees are job evaluation experts assigned by each party to review any outstanding disputes on job class identification and are given the authority to make final and binding decisions. The referees will meet during the timeframe outlined below.
8. Any disagreements which remain outstanding at the end of the referee period will be referred to **mediation/arbitration** in accordance with the process and timelines set out below.
9. Each party will **submit** to the Arbitrator, and copied to each other, written submissions, along with any documentation each intends to rely on in support of their position, with respect to their proposed job classes by the date set out in the timeline.
10. To avoid duplication of documentation, both parties will endeavour to develop a joint **book** of documents to be provided to the Arbitrator with the written submissions.
11. The timelines for the job class identification exercise will be as follows:

<u>Exchange of Job Class Proposal</u>	<u>Discussion Period</u>	<u>Referee Period</u>	<u>Written Submissions to Arbitrator</u>	<u>Mediation/Arbitration Hearings</u>
Jan 1, 2009	Months of January and February 2009	Month of March 2009	April 1, 2009	Months of May, June and July 2009

12. As Arbitrator **Cummings** hears the outstanding disputes she will be expected to issue her decisions as she completes them. All job class decisions are to be issued no later than **September 30, 2009**.
13. The foregoing process is intended to replace paragraphs **10, 11, 15, 16, 17, 25, 26, 27** and appendix **B** of the Process Document and Paragraph **1** of the Jan 31, **2008** Amendment to the Process Document.

Job Class Rating

14. In order to allow the parties sufficient time to dedicate their resources to the Job Identification Process above, the Job Class Rating Committee created under the Process Document will cease to meet until there are either agreed-upon job classes or adjudicated job classes, whichever is earlier.
15. At that time, the Job Class Rating Committee will reconvene and will meet in accordance with the following.

16. As the job classes are confirmed by the parties and/or by the Arbitrator under this Protocol, each party to the Committee will independently rate all job classes and develop rationales for each individual sub-factor score.
17. The parties will then exchange their ratings and rationales for all job classes and the parties will meet over the period identified in the timeline as the "discussion" period on the understanding that the parties will meet for, at minimum, **24** full-days over the course of that period.
18. The Committee will meet to discuss each others proposed ratings, confirming in writing those factors where there is agreement and discussing only those factors which remain in dispute.
19. Where there is agreement the Committee will document the rationale for that rating.
20. Any disagreements which remain outstanding at the end of the discussion period will be referred to their referees as set out in paragraph **7** above.
21. Any disagreements which remain outstanding at the end of the referee period will be referred to **mediation/arbitration** in accordance with the process and timelines set out below.
22. Each party will submit to the Arbitrator, and copied to each other, written submissions, along with any documentation each intends to rely on in support of their position, with respect to their proposed ratings by the date set out in the timeline.
23. To avoid duplication of documentation, both parties will endeavour to develop a joint book of documents to be provided to the Arbitrator with the written submissions.
24. The timeline for the job class rating exercise will be as follows:

<u>Exchange of Ratings & Rationales Proposals</u>	<u>Discussion Period</u>	<u>Referee Period</u>	<u>Written Submissions to Arbitrator</u>	<u>Mediation/Arbitration Hearings</u>
December 1, 2009	December 2009 and January 2010	February 2010	March 15, 2010	Months of April, May, and June 2010

25. Arbitrator **Cummings** will be expected to issue her decisions as she completes them. All job class rating decisions are to be issued no later than August **31, 2010**.
26. The foregoing process is intended to replace paragraph **29, 30**, paragraphs **32, 34 to 40, 44** and **45** of the Process Document and the Feb **20, 2008** Process Document.

Gender Dominance of Job Classes

27. As job classes are agreed-upon or adjudicated, the parties will exchange proposals on the gender dominance, having regard to the statutory criteria of the Pay Equity Act, and meet in the event of disagreement.
28. Any continued disagreements which remain outstanding will be referred to the referees as set out in paragraph **7** above.
29. Any disagreements which remain outstanding after consideration by the referees will be referred to **mediation/arbitration** in accordance with this Protocol.
30. The parties agree to use, if necessary, one of the hearing dates in each of the months referenced in paragraphs **11** and **24** above to deal with gender dominance disputes.

31. Each party will submit to the Arbitrator, and copied to each other, written submissions, along with any documentation each intends to rely on in support of their position, with respect to their proposed gender dominance of the job class.
32. Arbitrator **Cummings** will be expected to issue her decisions no later than August **31, 2009**.

Weightings

33. The parties will meet at least once to discuss the outstanding issue of **weightings** to be applied to the job evaluation tool.
34. Any disagreements which remain outstanding will be referred to the job evaluation referees, referenced in paragraph 7 above, in the month of November **2008**.
35. In the event the **parties are** unable to reach agreement on the issue of **weightings**, the dispute will be referred to **mediation/arbitration** in accordance with this Protocol in February **2009**.
36. **Written** submissions will be made to the Arbitrator by January **15, 2009** and exchanged with one another for the hearing date scheduled in February **2009**.

Mediation/Arbitration

37. Mary Ellen **Cummings** will be invited to sit as sole **mediator/arbitrator** to determine all issues referred to her pursuant to and in accordance with Schedule A-1 and this Protocol. While the parties should be given a fair opportunity to be heard, the parties agree that this should be an expedited **mediation/arbitration** process where time is of the essence. bazz
38. Arbitrator **Cummings** will have the powers of an arbitrator pursuant to section **48** of the Labour Relations Act and the parties agree, Arbitrator **Cummings** will have the power to mediate.
39. The costs of the **mediation/arbitration** will be shared equally by the parties.
40. Arbitrator **Cummings** will be asked to set up **1** hearing date in February **2009** and **5** hearing dates in each of the months specified in paragraphs **11** and **24** above.
41. The referees will decide the agenda for each of the confirmed hearing dates in the months specified in paragraphs **11** and **24** above, it being understood that several outstanding issues may be referred for the same date provided there is sufficient time to enable the parties to meet the timelines set out herein. If there is a dispute concerning the agenda Arbitrator **Cummings** will decide the dispute.
42. Arbitrator **Cummings** will be provided with the following information to which she may refer at any time in rendering her decision:
 - a) electronic access to the database which houses all of the **QSDs** and job descriptions **available** to the parties;
 - b) a copy of the agreed-upon **SES/U** Job Evaluation System;
 - c) documentation with respect to all agreed upon job classes and ratings as they occur;
 - d) a copy of the Process Document;
 - e) Schedule A-1 to the collective agreement;
 - f) this Process Protocol;

- g) any other information or documentation either party feels ought to be available to Arbitrator **Cummings**.
43. At the scheduled hearing dates the parties will make their own submissions without legal counsel present.
 44. On each of the scheduled hearing dates, each party will be allowed **30** minutes to present and respond to the submissions of the other party with respect to each outstanding issue ~~on~~ the agenda for that date. Arbitrator **Cummings** will be expected to strictly enforce these time lines.
 45. Time will be factored into the agenda so as to allow for any questions by Arbitrator **Cummings**.
 46. No further submissions with respect to an outstanding issue will be permitted after the hearing date on which it is scheduled to be heard unless the parties mutually agree or Arbitrator **Cummings** orders further submissions.
 47. Arbitrator **Cummings** will be empowered to set whatever time limits and restrictions she considers appropriate for **post-hearing** submissions.
 48. Arbitrator **Cummings** will be required to issue a written decision, of no more than **2** pages in length, within the timeframes specified in paragraphs **12** and **26** above.
 49. All decisions of Arbitrator **Cummings** will be final and binding on the parties with respect to disputes put before her arising from the current process both under the Pay Equity Act and under the collective agreement.
 50. This **mediation/arbitration** process is intended to replace paragraphs **53** to **56** of the Process Document.
 51. This Protocol will expire upon the execution of a Pay Equity Plan by the parties.

Moratorium

52. Any requests for re-classification will continue to be handled in the University's current **job** evaluation system and as outlined in the January **31, 2008** amendments to the November **9, 2007** Process Document.
53. Any positions that have been re-classified or newly created since August **1, 2007** and all positions in Wave **6** will be dealt with in the **SESU** system after the finalization of the pay equity plan for the bargaining unit.

Maintenance

54. The parties will negotiate any **on-going** maintenance processes in the next round of collective bargaining.

SCHEDULE B: Pension Plan

13c1

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

SCHEDULE C: Long-Term Disability Plan

13a
80%

The University agrees to contribute eighty (80) percent of the billed rates of premiums for employees participating in the University of Toronto Long-Term Disability Plan for Members of the Academic and Administrative Staff in effect on January 24, 2000 in accordance with the provisions and regulations of the said plan during the term of this Agreement. Participation in the said Long-Term Disability Plan is required as a condition of employment.

SCHEDULE D: Group Life and Survivor Income Plan

13a
100%

The University shall continue to contribute one hundred (100) percent of the billed rates of premiums for employees for Basic Coverage at no cost to the employee, in accordance with the provisions and regulations of the University of Toronto Group Life and Survivor Income Plan for Members of the Academic and Administrative Staff in effect on January 24, 2000 during the term of this Agreement. Employees may elect to take additional coverage in accordance with the provisions and regulations governing optional coverage as specified in the Group Life and Survivor Income Plan.

SCHEDULE E: Dental Care Plan

13a
80%

The University agrees to contribute eighty (80) percent of the billed rates of premiums for employees participating in the University of Toronto Dental Care Plan in effect on January 24, 2000.

Participation in the Dental Care Plan is a condition of employment. Only employees who have dental insurance coverage through their spouse will be exempted from participation. The University will not be required to make any payment in lieu of premiums to any employee who is exempt from participation in the Dental Care Plan in effect on the date of ratification.

SCHEDULE F: Extended Health Care Plan

13a
75%

The University agrees to contribute seventy-five (75) percent of the billed rates of premiums for employees participating in the University of Toronto Extended Health Care Plan in effect on January 24, 2000.

SCHEDULE G: Joint Membership Plan

The University agrees that employees are eligible for membership in the Joint Membership Plan for staff of the University of Toronto in effect on January 24, 2000 subject to the provisions established with respect to such membership.

SCHEDULE H: Vision Care Plan

139
50%

The University agrees to contribute fifty (50) percent of the billed rates of premiums for employee: participating in the University of Toronto Vision Care Plan in effect on January 24, 2000.

Participation in the Vision Care Plan is a condition of employment. Only employees who have Vision Care coverage through their spouse will be exempted from participation in the Vision Care Plan. Participating members who cancel coverage will not be allowed to rejoin the plan.

CHANGE IN BENEFIT PLANS/CARRIER

The Union agrees that the University can change the benefit plans and/or carriers for the benefits in Schedule "C" to "I" on prior notice to and discussion with the Union and provided the level of benefits coverage is not diminished.

SCHEDULE I: Severance Pay

Schedule of Severance Pay on Layoff

Continuous Years Of Service At Date of Layoff (years)	Severance Pay (weeks)	Enhanced Severance Pay Effective Date of Layoff (weeks)
0	0	0
1	0	0
2	0	2
3	1	4
4	2	6
5	6	10
6	7	12
7	8	14
8	9	16
9	10	18
10	11	24
11	12	26
12	13	28
13	15	30
14	17	32
15	19	35
16	21	38
17	23	42
18	25	44
19	27	48
20	29	52
21	31	52
22	33	52
23	35	52
24	37	52
25	39	52
26	41	52
27	43	52
28	45	52
29	47	52
30	52	52
31	52	52

10 b1

SCHEDULE J: Holidays

The parties agree to the following days of observance for the stated holidays:

December 2008/January 2009

- | | |
|--------------------------|---------------------------|
| • Monday, December 22 | Presidential Day |
| • Tuesday, December 23 | Presidential Day |
| • Wednesday, December 24 | Day Before Christmas Day |
| • Thursday, December 25 | Christmas Day |
| • Friday, December 26 | Boxing Day |
| • Monday, December 29 | Day of Closure |
| • Tuesday, December 30 | Day of Closure |
| • Wednesday, December 31 | Day Before New Year's Day |
| • Thursday, January 1 | New Year's Day |
| • Friday, January 2 | Day of Closure |

December 2009/January 2010

- | | |
|--------------------------|---------------------------|
| • Monday, December 21 | Presidential Holiday |
| • Tuesday, December 22 | Presidential Holiday |
| • Wednesday, December 23 | Day of Closure |
| • Thursday, December 24 | Day Before Christmas Day |
| • Friday, December 25 | Christmas Day |
| • Monday, December 28 | Day in Lieu of Boxing Day |
| • Tuesday, December 29 | Day of Closure |
| • Wednesday, December 30 | Day of Closure |
| • Thursday, December 31 | Day Before New Year's Day |
| • Friday, January 1 | New Year's Day |

December 2010/January 2011

- | | |
|--------------------------|-------------------------------|
| • Wednesday, December 22 | Day of Closure |
| • Thursday, December 23 | Day in Lieu of Christmas Day |
| • Friday, December 24 | Day before Christmas Day |
| • Monday, December 27 | Day in Lieu of Boxing day |
| • Tuesday, December 28 | Day of Closure |
| • Wednesday, December 29 | Day of Closure |
| • Thursday, December 30 | Day in Lieu of New Year's Day |
| • Friday, December 31 | Day Before New Year's Day |

Early Retirement Bridge Benefit outside of the Pension Plan

1301

Early Retirement Bridge Benefit outside of the Pension Plan

Available to members who retire with an Unreduced Early Retirement Pension under the 60/80 provision of the Plan

Effective for retirements after January 1, 2009 up to and including June 30, 2011

Member can elect, prior to retirement, to take the Bridge Benefit in the form of:

- A monthly payment on the 28th of each month from date of Early Retirement up to and including the month prior to the member's 65th birthday; OR
- A lump sum retiring allowance at the date of early retirement, tax sheltered to the extent possible under the provisions of the Income Tax Act

Completed Years of Continuous Service	Annual Amount per year of continuous employment service		Lump Sum Amount available at Early Retirement Date					
	\$ 180		Complete years of payments to age 65 *					
	Annual Amt	Monthly Amt	1	2	3	4	5	
16	\$ 2,880	\$ 240	\$ 2,824					
17	\$ 3,060	\$ 255	\$ 3,000	\$ 5,766				
18	\$ 3,240	\$ 270	\$ 3,176	\$ 6,107	\$ 8,812			
19	\$ 3,420	\$ 285	\$ 3,353	\$ 6,447	\$ 9,302	\$ 11,927		
20	\$ 3,600	\$ 300	\$ 3,529	\$ 6,786	\$ 9,791	\$ 12,554	\$ 15,086	
21	\$ 3,780	\$ 315	\$ 3,706	\$ 7,125	\$ 10,281	\$ 13,182	\$ 15,842	
22	\$ 3,960	\$ 330	\$ 3,882	\$ 7,465	\$ 10,771	\$ 13,810	\$ 16,597	
23	\$ 4,140	\$ 345	\$ 4,059	\$ 7,804	\$ 11,260	\$ 14,438	\$ 17,351	
24	\$ 4,320	\$ 360	\$ 4,235	\$ 8,143	\$ 11,750	\$ 15,065	\$ 18,106	
25	\$ 4,500	\$ 375	\$ 4,412	\$ 8,483	\$ 12,239	\$ 15,693	\$ 18,860	
26	\$ 4,680	\$ 390	\$ 4,588	\$ 8,822	\$ 12,729	\$ 16,321	\$ 19,614	
27	\$ 4,860	\$ 405	\$ 4,765	\$ 9,161	\$ 13,218	\$ 16,949	\$ 20,369	
28	\$ 5,040	\$ 420	\$ 4,941	\$ 9,500	\$ 13,708	\$ 17,576	\$ 21,123	
29	\$ 5,220	\$ 435	\$ 5,118	\$ 9,840	\$ 14,198	\$ 18,204	\$ 21,878	
30	\$ 5,400	\$ 450	\$ 5,294	\$ 10,179	\$ 14,687	\$ 18,832	\$ 22,632	
30+	\$ 5,400	\$ 450	\$ 5,294	\$ 10,179	\$ 14,687	\$ 18,832	\$ 22,632	

* Lump Sum Amount will be interpolated for partial years.

Furthermore, if under Actuarial Valuation as of July 1, 2010, there is no Going Concern Unfunded Liability and no Solvency Deficiency, the provisions of the temporary early retirement window in effect up to and including June 30, 2008 (i.e. age 55/75 point provision and bridge benefit) will be implemented for the period July 1, 2010 to December 31, 2011. In conjunction with the implementation, the early retirement bridge benefit outside of the pension plan will expire.

LETTER OF AGREEMENT

September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

The Governing Council of the University of Toronto and the United Steelworkers hereby agree that all signed and written agreements between the Union and the University including Minutes of Settlement and Letters of Understanding executed by the parties prior to the date hereof shall be honoured in accordance with their terms.

Dated at Toronto this 12th day of September 2008



Christina Sass-Kortsak, University of Toronto



Bryan Adamczyk, United Steelworkers

LETTER OF UNDERSTANDING: Schedule A (Salary)

September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

For the purpose of clarity, the Governing Council of the University of Toronto and the United Steelworkers agree that the term "appointed" includes any change in classification by an employee, and/or any movement of an employee pursuant to Note 4 of Schedule A of the collective agreement.

Dated at Toronto this 12th day of September 2008



Christina Sass-Kortsak, University of Toronto



Bryan Adamczyk, United Steelworkers

LETTER OF UNDERSTANDING: E-mail Addresses


September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

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

Dated at Toronto this 12th day of September 2008



Christina Sass-Kortsak, University of Toronto



Bryan Adamczyk, United Steelworkers

LETTER OF UNDERSTANDING: Participation in University Committees and other Collegial Activities

September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

The University has varied and numerous committees and/or collegial bodies on which members of the bargaining unit may be involved in to greater or lesser degrees.

690
It is understood that bargaining unit members who participate in such activities are doing so as individuals unless both the University and the Union explicitly agree that a bargaining unit member is a designated representative of the Union and recognized as such in the process.

It is further understood that University committees and other collegial bodies have no authority or ability to alter, modify or amend any part of the collective agreement.

Yours truly,



Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF UNDERSTANDING: Union Meetings

September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

Employees will be given time off (not to exceed two (2) hours), with **no** loss of regular straight time pay, up to three (3) times per year to attend General Membership Meetings of the Local Union.

The Union will provide to the University the dates and times for the three meetings annually by January 31 for meetings between May 1 and January 30 of the following year. The meetings will be held at either 12 noon or 3:30 pm. Noon meetings will include the employee's lunch period. Two of the three meetings will be held on the St. George campus and will be **video-conferenced** to the other two campuses. Employees will notify management, at least one week in advance of the meeting date, if they are attending the meeting. The University will pay for the cost of **video-conferencing** and campus meeting rooms.

Employees at suburban campuses will be entitled to an additional forty-five (45) minutes to travel to the meeting that is held at the Local office at Cecil Street. In the event the University is not provided with six (6) weeks notice of a change in meeting date or time, release of employees to attend such meetings shall be subject to operational and safety considerations.

Yours truly,



Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF UNDERSTANDING: Employment Equity

September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

3b
To act on its commitment to employment equity under both the Federal Contractors Program and the University's Employment Equity Policy the University agrees to form a joint Employment Equity Advisory Committee with the Union. The Committee will be composed of four (4) representatives each of the Union and the University. The Committee's mandate shall be to make recommendations to the Vice President Human Resources and Equity regarding the continuing achievement of employment equity within the bargaining unit. Such recommendations may include changes to policies and/or practices or the implementation of special programs. The parties may further define their mandate in the first year after the Committee has been established.

Until such a committee is established the parties agree that matters related to Employment Equity may be included among agenda items discussed at the labour management meetings.

During the life of the collective agreement the University will also explore with USW and its other staff bargaining units the formation of a university-wide Staff Employment Equity Advisory Committee. The Committee would be responsible for making recommendations to the Vice President Human Resources and Equity regarding the continuing achievement of employment equity at the University. The Union agrees to participate should the University move forward with the establishment of such a committee. Details regarding the number of representatives from each bargaining unit and the mandate of the committee would be determined by all of the parties during the life of the collective agreement.

Yours truly,



Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF UNDERSTANDING: Meeting Space at **UTM** and **UTSC**

September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

The University will provide a workspace with phone and data line (usage to be paid for by the Union) at each of **UTSC** and **UTM**. Said workspace may be shared with another bargaining unit. Said space will be provided by January 1, 2009.

In addition, Union stewards will have access to book other rooms for private consultations with members as required.

Over the life of this collective agreement, the University will explore the availability of office space on the **UTSC** and **UTM** campuses such that **USW Local 1998** might have its own office on each of these campuses, with due regard for confidential interactions.

Yours truly,



Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF INTENT: Tuition Waiver for Dependants

September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

The University agrees that dependants of employees in the bargaining unit shall be entitled to the benefits of the Tuition Waiver for Dependants Policy attached hereto.

Yours truly,



Christina Sass-Kortsak
Assistant Vice-president, Human Resources

INTRODUCTION

In order to assist staff members who have dependants or a spouse who, wish to pursue University studies, towards their first undergraduate degree or certificate, the University will extend to the dependants of such staff members a waiver of the academic tuition fee for specific University of Toronto programmes. The terms and conditions of this staff benefit are described below.

TERMS OF REFERENCE

An eligible spouse or dependant must have met the admission requirements for the qualifying programme and have followed the normal procedures regarding application for admission and registration before application is made for tuition waiver.

For the purposes of this policy:

“Dependant” shall include the natural, legally adopted, step or foster child the employee or employee’s spouse, who is dependent on the employee or spouse for financial support:

Spouse shall mean spouse as defined in the Ontario Human Rights Code as amended by the Spousal Relationship Statute Law Amendment Act, 2005.

“Academic tuition fee” by definition excludes application, registration, service, examination and other incidental fees.

ELIGIBILITY

This benefit is available to:

Staff members of the University, who are full-time or part-time of **twenty-five percent (25%)** or more, or **sessionals**. In the case of part-time staff members, the benefit will be pro-rated in accordance with the part-time appointment.

Staff members on approved leave of absence, who are maintaining enrolment in benefit programmes.

Dependants, or spouse, proceeding towards a first degree or certificate in a qualifying programme (not special students). Qualifying programmes are described under PROVISIONS (below).

PROVISIONS

Eligible dependants will have their academic tuition fee waived for each academic year of the programme until the degree or certificate is awarded.

The academic tuition fee waiver is applicable to programmes which lead to a first undergraduate degree or certificate and which do not require prior undergraduate preparation since admission is normally gained directly from high school. In cases where the programme requires undergraduate preparation, only the undergraduate courses taken as part of the preparation are eligible.

For clarity, the fee waiver is applicable to the Transitional Year Programme and the Academic Bridging Programme.

Programmes in the following areas are also not eligible:

- Royal Conservatory of Music
- School of Continuing Studies
- Woodsworth College Diplomas

Where a student receives a scholarship which provides for the payment of fees, the terms of the scholarship will apply prior to any waiver of tuition under this policy.

Questions concerning this policy should be directed to the appropriate local Human Resources Department. The value of the tuition waiver under this provision is a taxable benefit to the employee.

LETTER OF INTENT: Educational Assistance


September 12, 2008

**Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1**

Dear Mr. Adamczyk,

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

Yours truly,



**Christina Sass-Kortsak
Assistant Vice-president, Human Resources**

INTRODUCTION

In keeping with its policy objective to provide staff members with opportunities for personal development and establish a working environment that will encourage them to develop their abilities, the University has designed this practice on Educational Assistance. Its provisions define the extent to which the University will financially assist staff to further their formal education.

TERMS OF REFERENCE

35 Qualifying staff members referred to below are those staff who are eligible in terms of University service (described under ELIGIBILITY) and have academic acceptability by the Faculty, School, Centre, etc., from whom the course is to be taken and the approval of the Department Head before beginning the course as described under PROCEDURES.

ELIGIBILITY

Bargaining unit employees holding administrative staff appointments whether full-time, part-time of twenty-five (25) percent or more, or sessional are eligible. In the case of part-time staff members, for the first three (3) years' continuous service, the funding is pro-rated in accordance with the part-time appointment.

PROVISIONS

1. One hundred (100) percent Tuition Waived

7b Tuition fees are waived for a qualifying staff member taking:

- 1) A University of Toronto degree course, up to and including the Master's level. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the **Fall/Winter** session, and one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee. For Master's level programmes the tuition waiver shall be limited to the part-time programme fee or two thousand five hundred (**\$2,500**) dollars per academic year, whichever is less. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or two thousand, five hundred (**\$2,500**) dollars per year, so long as the employee has already received a tuition waiver under this policy; or
- 2) a University of Toronto course taken as part of the "academic bridging" programme; or
- 3) a University of Toronto course taken as a "special student"; or
- 4) a diploma or certificate programme offered through Woodsworth College or other University of Toronto academic divisions, for which students are registered as University of Toronto students and receive diploma at Convocation in accordance with the University Policy on Diploma and Certificate Programmes. The maximum tuition waiver shall be limited to three (3) full courses during the **Fall/Winter** session, and one (1) full course during the summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee.
- 5) courses offered by the School of Continuing Studies that are work or job related, up to a maximum of five hundred (\$500) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of two hundred and fifty (\$250) dollars per course, with a combined maximum six (6) courses per academic year.

Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Department Head is obtained and alternative work arrangements are made.

2. Fifty (50) percent Tuition Reimbursed

Fifty (50) percent of tuition fees will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution (other than those in 1. above). Such courses should be taken on the staff member's own time, after normal working hours and must be either:

- 1) Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire.
- 2) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of his/her present job or directly related to his/her potential career. Individual courses, even though unrelated, will qualify provided they are a part of an eligible certificate, diploma or degree programmes.

LETTER OF INTENT: OISE and Former Group "C" Vacation Entitlement

September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

Notwithstanding Article **22:01**:

- (i) Employees who transferred from the Ontario Institute for Studies in Education to the University of Toronto on July **1, 1996**, under the terms of the integration agreement and whose vacation entitlement was red-circled at the level provided under the previous collective agreements with **OISE**, shall continue to have their vacation entitlement red-circled as per the earlier agreements, signed on March **27, 1997** (General Support Staff Association, **CUPE** local **3831**), and September **23, 1997** (Professional Staff Association).
- (ii) Former Group "C" employees with less than ten (**10**) years' service effective the date of ratification whose vacation entitlement exceeds that set out in Article **22.01** (a list of whom is attached as Appendix **B**) will have their vacation entitlement red-circled at the existing level until they have ten (10) years' service, at which point vacation entitlement will be as per Article **22.01**. This is a closed group of employees that will diminish to zero over time.

Yours truly,



Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF INTENT: Sessional Layoffs Faculty of Dentistry

September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

The University agrees that employees on sessional layoff in the Faculty of Dentistry may be afforded a one-month opportunity of employment if the following conditions are met: there is a need in the Faculty; the employees meet the technical demands of the position; the employees are qualified; and, the scheduling of the employees permit. If the above criteria are met, such opportunities shall be distributed on the basis of **seniority**.

Yours truly,

A handwritten signature in black ink, appearing to read 'Christina Sass-Kortsak', is written over a light grey rectangular background.

Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF INTENT: Employment of Students in Casual Positions

September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

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

The University agrees that this matter may be reviewed at the Labour Management Committee. The University further agrees to **give** the Union access to data, on request, to enable it to evaluate employment practices in relation to this Letter.

Yours truly,



Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF INTENT: Trades and Utilities Health & Safety Committee

September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

The University agrees that the Union may elect ~~or~~ appoint one (1) bargaining unit member and one (1) alternate to the "Trades and Utilities Health & Safety Committee," as long as those members are physically located in the trades area.

Yours truly,

A handwritten signature in black ink, appearing to read 'Christina Sass-Kortsak', is written over a light grey rectangular background.

Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF INTENT: Uniforms, Faculty of Dentistry

September 12, 2008

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

Dear Mr. Adamczyk,

The parties agree that this letter of intent shall apply to clinical employees at the Faculty of Dentistry who are required to wear uniforms as part of their employment. Effective July 1, 2009 the Faculty of Dentistry shall reimburse clinical employees up to \$300 per academic year, upon production of receipts to cover the cost of uniforms and shoes, that are consistent with the Faculty of Dentistry dress code and infection control policy.

Yours truly,



Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF INTENT: Flag Protocol k International Day of Mourning

September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

The University will continue its practice of allowing the lowering of all flags flown at the workplace to half mast in honour and in recognition of the Day of Mourning. The University will continue to issue communication to the University of Toronto community acknowledging the International Day of Mourning, April 28 for workers killed or injured on the job.

Yours truly,

A handwritten signature in black ink, appearing to read 'Christina Sass-Kortsak', is written over a light grey rectangular background.

Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF INTENT: Health and Safety Release Time

September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

The University agrees to provide four (4) hours per year of paid release time for all Union elected or appointed JHSC members to attend a joint-sponsored meeting to discuss issues of mutual concern related to health and safety.

Yours truly,



Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF INTENT: Policy for VDT Operators

September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

The Parties agree to abide by the "Policy For VDT Operators" issued December 15, 1985, for employees concerned about exposure to VDTs.

Yours truly,

Handwritten signature of Christina Sass-Kortsak in black ink on a light grey background.

Christina Sass-Kortsak
Assistant Vice-president, Human Resources

no

LETTER OF INTENT: Public Transit Subsidy

September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

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

Yours truly,

A handwritten signature in black ink, appearing to read 'Christina Sass-Kortsak', is written over a light grey rectangular background.

Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF INTENT: Self-Funded Leave Plan

September 12, 2008

Mr. Bryan Adamczyk
 Staff Representative
 United Steelworkers
 25 Cecil Street
 Toronto, Ontario
 M5T 1N1

Dear Mr. Adamczyk,

Purpose

Eligible staff members may apply for a leave of absence of a minimum of three (3) consecutive months to a maximum of twelve (12) consecutive months, providing that such use does not contravene *Income Tax Act* Regulations.

Eligibility

Any full- or part-time employee with at least three (3) years of staff-appointed service at the University is eligible to apply for a self-funded leave. No employee may take a leave in the twelve months prior to his/her retirement. The employee must return to regular employment for a period that is not less than the leave of absence.

Application

Eligible staff members who wish to take a self-funded leave shall apply in writing to their Department Head with a copy to the appropriate local Human Resources Office at least six (6) months prior to the proposed commencement date of the salary deferral. The Department Head shall make his/her decision based on the operational requirements of the work unit.

Terms and Conditions

1/2 h The percentage of salary deferred depends on the income required during the period of salary deferral and the income required during the leave. The maximum time a salary can be deferred is four (4) years, the minimum is one (1) year. The maximum amount of salary that an employee can defer in a taxation year is one third (33.3%) of annual salary and the amount of salary deferred must be equally distributed across the deferral years.

During the deferral year, the actual salary paid will be treated as employment income for the purpose of the *Income Tax Act*. All payments are subject to legislated deductions.

The leave must commence at the conclusion of the deferral period.

Payment of the Deferred Salary

The deferred salary will be paid in equal instalments on the regular pay dates for the duration of the leave.

Return from Leave

The University will hold the employee's position for the duration of the leave or if the position no longer exists, layoff provisions of the collective agreement shall apply. Seniority will continue to accrue during the employee's leave. During the leave, vacation will not accumulate and the employee will not be eligible for paid sick leave. In determining the salary level applicable following the employee's return, the period of leave shall not qualify for salary grid movement.

Benefits Continuation

Staff members interested in a self-funded leave should contact their local Human Resources Office for information on benefits continuation. Staff members may opt out of the benefits programme during the leave period.

Withdrawal

Withdrawal from the plan or postponement of the leave for reasons other than termination of employment, death, or disability requires the approval of the Vice-President—Human Resources & Equity in writing prior to the scheduled leave whether the withdrawal or postponement is initiated by the University or the individual. Upon withdrawal, the deferred salary will become payable in a lump sum and treated as such for tax, CPP and EI purposes.

This Plan is subject to Canada Revenue Agency approval.

Yours truly,



Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF INTENT: Campus Mail - Communications

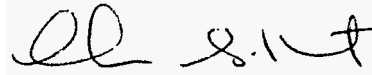
September 12, 2008

Mr. Bryan Adamczyk
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Mr. Adamczyk,

The University agrees to provide the Union with a campus mail address and access to and use of the campus mail system to send and receive communications with bargaining unit members.

Yours truly,

A handwritten signature in black ink, appearing to read 'C. Sass-Kortsak', is written over a light grey rectangular background.

Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF INTENT: Use of Temporary Office Staffing Agencies


September 12, 2008

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

Dear Mr. Adamczyk,

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

Yours truly,


Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF INTENT: INTERNSHIP PILOT PROJECT - Faculty of Physical Education and Health

September 12, 2008

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

Dear Mr. Adamczyk,

The University has an interest in providing opportunities to recent graduates to develop practical skills that build on their studies and improve their employability. To that end, the University wishes to pilot the use of "internships" positions in the Faculty of Physical Education and Health. A maximum of twenty (20) internship positions will be created in the Faculty.

Internship employees are **graduates** (including students who have successfully completed their program of studies and who are scheduled to **convocate**) from any post-secondary institution who are hired for a term of at least six months but no more than twelve months for the purpose of practical training and experience. These employees are not covered by Article **12:04** (Posting). Internship positions are not eligible for conversion to continuing status. An individual shall be eligible for only one internship position.

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

Either the University or the Union, where requested by the other, will meet at a **labour/management** meeting during the life of the collective agreement to discuss the pilot project, including progress-to-date and possible expansion to other departments or divisions of the University. The University further agrees to give the Union access to data, on request, to enable it to evaluate the pilot project.

Yours truly,



Christina Sass-Kortsak
Assistant Vice-President, Human Resources

LETTER OF INTENT: re: Biometrics

September 12, 2008

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

Dear Mr. Adamczyk,

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

Yours truly,

A handwritten signature in black ink, appearing to read 'Christina Sass-Kortsak', written over a light grey rectangular background.

Christina Sass-Kortsak
Assistant Vice-president, Human Resources

LETTER OF INTENT: Job Postings

September 12, 2008

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

Dear Mr. Adamczyk,

The University and the Union are committed to supporting the career development of the employees in this bargaining unit. In this regard, the parties agree to form a working group to discuss ways to further increase the success rate of internal applicants in job competitions. Specifically, the parties will focus their attention on the administrative job groupings, including clerk, secretary, AA1, AA2, and business officer roles. The parties may subsequently agree to examine other job groupings.

Yours truly,

A handwritten signature in black ink, appearing to read 'Christina Sass-Kortsak', is written over a light grey rectangular background.

Christina Sass-Kortsak
Assistant Vice-president, Human Resources

Appendix A: Excluded Positions

The list of positions forms part of the collective agreement and shall be posted on the University of Toronto Human Resources and Equity website.

Appendix B: Employees from Former Group “C” with Fewer Than Ten Years’ Service

<u>Surname</u>	<u>Initials</u>	<u>Job Title</u>	<u>Department Name</u>
AUGUSTIN	D	Appl Prog/Analyst 4	Student Information System
BASSANI	J	Appl Prog/Analyst 4	Student Information System
LAI	N	Appl Prog/Analyst 4	Student Information System
VAN HUYSSTEEN	LS	Appl Prog/Analyst 4	Student Information System

Appendix C: Staff-Appointed Employee Child-Care Benefit Plan

1. Members with a dependant eligible child under the age of seven will be eligible for reimbursement of child-care expenses as follows:
 - a. The maximum half-day reimbursement will be **\$10.00** per day. A half-day is defined as a minimum of four (4) hours to a maximum of six (6) hours of care, or where the parent is being charged a half-day rate by the child care provider.
 - b. The maximum full-day reimbursement will be **\$20.00** per day. A full-day rate is defined as six (6) or more hours of care, or where the parent is being charged a full-day rate.
 - c. Reimbursement is limited to fifty percent (50%) of the lesser of (i) the amount actually paid; and (ii) the usual and customary amount charged by the service provider for the same child care services. Between January 1 and February 1 2010, and between January 1 and February 1 of subsequent calendar years, Members must provide to the University, in a single package, detailed receipts substantiating the child care expenses in respect of which reimbursement is sought for the previous calendar year along with proof of payment (e.g., credit card receipt, front and back of cancelled cheque, or a validated receipt). Reimbursement in respect of a calendar year shall be made in one lump sum cash payment, less applicable withholdings, if any.
 - d. Reimbursement will be made only for child care expenses (as defined in the ITA) incurred by the Member. The University make no representations as to whether a deduction from income is available under the ITA in respect of any amounts paid or payable under this plan.
 - e. If both parents are eligible for reimbursement under this plan, only one shall be entitled to claim reimbursement under this plan in a calendar year.
 - f. The plan maximum of **\$2,000** per child will be provided annually, based on a calendar year. The amount will be prorated for less than full-time equivalent employment. A Member who has been appointed for less than the full calendar year shall be entitled to a pro rata amount for that year. There are no carryover provisions if the full **\$2,000** is not used in any given year.
 - g. The terms "child care expense" and "eligible child" in this plan shall have the meanings given to them in subsection 63(3) of the ITA. The term "child" shall have the extended meaning given to that term in subsection 252(1) of the ITA such that, where used in this plan, the term "child" shall include a natural, step, common-law or adopted child or ward under the age of seven.
 - h. Payments to be made by the University under this plan shall be paid solely out of the general operating monies of the University. The University shall not be required to contribute or set aside any amounts to a separate fund or account to satisfy its obligations under this plan, or otherwise secure its obligations under this plan. The value of the annual eligible claims under this plan shall not exceed **\$1,000,000**. If, in a given year, the value of the eligible claims under this plan is greater than **\$1,000,000**, all claims will be reimbursed on a pro-rated basis. If, in a given year, the total value of the eligible claims under this plan is less than **\$1,000,000**, the excess amount shall be carried forward and added to the notional value of the eligible claims for the following calendar year.

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