



## **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF REGENTS OF  
VICTORIA UNIVERSITY**

**AND**

**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION  
UNITED STEELWORKERS**

**Term of Agreement: July 1, 2021 to June 30, 2023**



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**COLLECTIVE AGREEMENT  
BETWEEN  
THE BOARD OF REGENTS OF VICTORIA  
UNIVERSITY  
(hereafter called “the Employer”)  
AND  
UNITED STEELWORKERS  
(hereafter called “the Union”)**

**PREMABLE**

Victoria University and the United Steelworkers, Local 1998 wish to acknowledge the sacred land on which Victoria University operates. This land has been a site of human activity for many thousands of years. It is the territory of the Huron-Wendat and Petun First Nations, the Seneca, and most recently, the Mississaugas of the Credit River. The territory was the subject of the Dish With One Spoon Wampum Belt Covenant, an agreement between the Iroquois Confederacy and the Ojibwe and allied nations to peaceably share and care for the resources around the Great Lakes. Today the meeting place of Toronto is still the home to many Indigenous people from across Turtle Island and we are grateful to have the opportunity to study, live, love and work in the community, on this territory. We are also mindful of broken covenants and the need to strive to make right with all our relations.

## **ARTICLE 1 – PURPOSE OF AGREEMENT**

- 1.01 The general purpose of this Agreement is to secure the benefits of collective bargaining, establish a method of settling any difference which may arise between the Parties, 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 United Steelworkers as the sole and exclusive bargaining agent for all employees of the University save and except supervisors, persons above the rank of supervisors, members of academic staff, professional librarians, students employed during the school vacation, teaching assistants, research associates, tour guides, students enrolled in undergraduate or graduate studies at the University, persons for whom any trade union held bargaining rights on April 26, 2011, and persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations within the meaning of section 13 (b) of the Ontario Labour Relations Act, 1995, and members of the Professional/Managerial and Confidential employee group (see Appendix D).

Academic staff include but are not limited to:

- (i) members of faculty;
- (ii) status only appointments;
- (iii) visiting academic appointments;
- iv) tutors;
- v ) senior tutors;
- (vi) lecturers;
- (vii) special lecturers;
- (viii) librarians;
- (ix instructors;
- x ) scholars and fellows;
- (xi) sessional appointments; or,
- (xii) persons hired to teach on a stipend

For clarity with regards to the word "supervisors" above, the following four positions are in the bargaining unit:

- the Supervisor/Lead Hand Grounds
- the Supervisor, Residence Services
- the Circulations Supervisor and the Library Systems Specialist, and
- the Circulations Supervisor, Reader Services Department

2.02 Persons employed by the University, who are not members of the bargaining unit will not perform work which is normally performed by employees in the bargaining unit, if the performance of such work results in the layoff of an employee or employees. Nor will they perform work which is normally performed by employees in the

bargaining unit, if an employee is on layoff and is qualified to perform the work, or for assignments of thirty (30) days or greater, would be qualified after a five (5) day training and familiarization period and is willing to perform the work. For purposes of clarity "layoff" means that the employee is "on the street" and is no longer working for the employer.

- 2.03 The employer will not contract out work which is normally performed by employees in the bargaining unit, if such contracting out directly results in the layoff of an employee or employees.

Where short-term staffing shortages (e.g., sick leave/LTD, leaves of absence) in the bargaining unit result in the employer bringing in a contractor, the employer will inform the Union and indicate the anticipated duration.

The employer will not contract out work which is normally performed by an employee who is on temporary layoff, if that employee is qualified and able to perform the work, or for assignments of thirty (30) days or greater, would be qualified after a five (5) day familiarization period.



## 2.04 Employee Categories

### Full-Time Category A

Salaried employees that regularly work thirty-five (35) hours per week, and hourly employees that regularly work forty (40) hours per week.

### Full-Time Category B

Salaried employees that regularly work twenty-five (25) to thirty-four (34) hours per week inclusive, and hourly employees that regularly work twenty-five (25) to thirty-nine (39) hours per week inclusive.

### Part-Time

Employees that regularly work twenty-four (24) hours or less per week.

Full-time and part-time employees are hired on a continuing or term basis.

### Casual Employees

Casual Category A are employees who fill specific short-term staffing requirements (e.g., sick leave/LTD, leaves of absence, short-term projects) not to exceed six (6) months, which may be extended by mutual agreement between the University and the Union. Such employees

normally work on a pre-established schedule with fixed hours.

Casual Category B are employees in Food Services who do not have guaranteed hours per day or days of work per week having no specified schedule as the requirement for such work arises out of business and operational needs. Individuals in this category are contacted when work is available and they may elect to accept or decline the work opportunity. For clarity, Casual Category B Food Services employees are not regularly scheduled but are used on an as needed basis. Individuals in this category may remain on the Food Services roster of Casual Category B employees beyond the six (6) month limit for Casual Category A.

The University will inform the Union of each casual employee it hires and the position being filled. It is not the University's intention or expectation to use casuals to circumvent the posting provisions and the filling of part-time, and full-time bargaining unit positions.

### **ARTICLE 3 – RELATIONSHIP**

- 3.01 The University and the Union agree that unless it is a *bona fide* occupational requirement, there shall be no discrimination in the terms and conditions of employment because of race,

ancestry, place of origin, colour, ethnic origin, first language, citizenship, creed, religious belief, political affiliation or belief, sex, sexual orientation, gender orientation, gender identity, gender expression, age, record of offences, marital status, family status, same sex partnership status, disability or handicap as these grounds are defined in the *Human Rights Code*.

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

- 3.02 The Union agrees that there will be no Union activities on the premises of the University, except by agreement of the University or as provided for in this Collective Agreement.
- 3.03 The University and the Union agree that neither of the Parties, nor their representatives, shall interfere with, restrain, coerce, or discriminate against employees because of membership or non-membership in the Union or because of participation in lawful activities of the Union.
- 3.04 The University will inform each new employee in the bargaining unit of the name of the Local Union President/Chairperson with their phone number and campus mail address. In addition, the University shall provide the Union, on a

monthly basis, with a list of all newly-hired employees in the bargaining unit, with their job classification, rate of pay, campus mail address, campus email address and home address. On a quarterly basis, the University shall provide the union with a list of all the employees in the bargaining unit with their job classification, rate of pay, home address, campus mail address and campus email address.

New members shall be allowed to meet with the Union for two and one half (2 ½ regular working hours at the end of the work day with no loss of pay. 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 employees of the dates of the next scheduled meetings. If requested by the new employee, the University shall allow the employee to attend the meeting within the first two (2) months from the date of employment.

3.05 Sexual harassment shall be considered discrimination under Article 3.01 of this Agreement. Harassment based on sex includes:

- a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome;
- (c) implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity, for refusal to comply with an unsolicited sexual advance or solicitation.
- (d) Physical conduct, occurring either on the Employer's premises or in the pursuance of a University activity or business, which emphasizes the sex or sexual orientation of one or more employees in a manner which

the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile, or offensive working environment, and/or;

- e) Verbal conduct or other forms of communication occurring either on the Employer's premises or in the pursuit of a University activity or business, that is directed at one or more specific employees that emphasizes the sex or sexual orientation of that employee or those employees in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile or offensive working environment.
- f) Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.
- g) In the event the University decides to investigate a report of sexual violence and/or sexual harassment under the applicable University Policy or Program, where both the Complainant and the Respondent are USW members, both the Complainant and the Respondent shall be entitled to raise an objection to the

University's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

- h) No information relating to the complainant's personal background or lifestyle shall be admissible during the grievance or arbitration process.

3.06 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. These time limits may be waived by an arbitrator if they find there is reason to do so. Employees selecting 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

3.07 The Parties agree that employees will not engage in threats of physical abuse or physical harm nor will non-bargaining unit employees of the University subject employees in the bargaining unit to threats of physical abuse or physical harm.

3.08 The University and the Union agree that individuals who make complaints with respect to sexual harassment shall not be subject to reprisal by either the University or the Union for having made a complaint.

3.09 Bullying and Personal Harassment

In accordance with the University's "Statement on Harassment and Violence in the Workplace", 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 "Statement on Harassment and Violence in the Workplace", although this statement does 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, or if, after 45 working days have elapsed from the date the written complaint was brought to the attention of the University, identifying the conduct alleged to constitute bullying and personal harassment, and the University has not provided the employee with a response to the complaint. Such grievance will be filed at Step Two of the grievance procedure. If not resolved at Step Two, mediation or facilitation with 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.

### 3.10 Reprisal Protection

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

An employee, who makes a report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

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

## **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, retire in accordance with the provisions of the pension plan, direct, promote, demote, classify, transfer, layoff, recall, and suspend, discharge or otherwise discipline employees, subject to the right of an employee who has completed the

probationary period to grieve to the extent and manner provided herein if the provisions of this Collective 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 rules and regulations to be observed by employees.

4.02 Management shall exercise its rights in a reasonable manner that is not arbitrary, discriminatory or in bad faith.

## **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 6 – UNION SECURITY**

- 6.01 The University shall deduct from the pay of each employee in the bargaining unit, on a per pay basis, such Union dues, fees, and assessments 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.
- 6.03 The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees in the bargaining unit 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 their T-4 Income Tax Receipt.

## **ARTICLE 7 – UNION REPRESENTATION**

- 7.01 The University acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of grievances. All Stewards and Union officers must have completed their probationary period.
- 7.02 The University agrees to recognize one (1) Steward from among employees who have historically been considered salaried employees, one (1) Steward from among employees who have historically been considered hourly paid employees, one (1) Steward from among employees who regularly work twenty-four (24) hours or less per week, and one (1) Chief Steward. The University further agrees to recognize a Unit President designated by the Union.
- 7.03 The University shall be notified, in writing, by the Union of the names of the Union Stewards and Unit President and the areas they are representing and any changes made thereto.

- 7.04 The University agrees to recognize and deal with a Union Grievance Committee of not more than three (3) employees, one of whom shall be the Unit President.
- 7.05 Union Stewards, and the Unit President and Harassment and Violence complaint co-investigators have regular duties to perform on behalf of the University; therefore they will not leave their duties for the purpose of conducting Union business without first obtaining permission from their supervisor. (Such permission shall not be unreasonably withheld.)
- 7.06 The University agrees that the Unit President, Stewards, and/or Grievance Committee person shall not suffer any loss of regular straight time pay for time spent in a grievance meeting with the University or in the necessary handling of grievances, provided permission has first been obtained from their supervisor. Such permission shall not be unreasonably withheld.
- 7.07 The parties agree that there will be a joint Labour/Management Committee consisting of up to three (3) representatives selected by the University and three (3) representatives selected by the Union, one (1) of whom shall be the Unit President. Meetings will be held at least six (6) times a calendar year and more frequently if mutually agreeable. The Committee will not

discuss matters that are the subject of collective bargaining or alter, modify, or amend the collective bargaining agreement.

## **ARTICLE 8 – NEGOTIATING COMMITTEE**

- 8.01 The University agrees to recognize and deal with a Negotiating Committee of not more than three (3) bargaining unit employees who have completed their probationary period, on the following basis: one selected by the full-time hourly-paid employees, one selected by the full-time salaried employees and one selected by the part-time employees along with a representative of the International Union. One of the aforementioned employees shall be the Unit President.
- 8.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement. 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**

- 9.01 It is the mutual desire of the Parties that complaints with respect to the application, interpretation, or alleged violation of this Agreement shall be addressed as quickly as possible.
- 9.02 Before any grievance may be filed it is understood that an employee or group of employees will first give the immediate supervisor an opportunity to address a 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 Human Resources Manager will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the Human Resources Manager. In order to satisfy this step the grievor(s) or the Union must convey to the immediate supervisor that the issue is being raised as an initial step in the grievance process.
- 9.03 If, after registering the complaint with the Department Head and such complaint is not settled within five (5) working days or within any longer period which may have been agreed to by the Parties, then the following steps of the grievance procedure may be invoked:

STEP ONE: The grievance may be submitted in writing to the Department Head either directly or through the Union within five (5) working days of the response from the Department Head. The nature of the grievance, the relevant provisions of the Collective Agreement, a general statement of relevant facts, and the remedy sought shall be included in the grievance. The Department Head shall meet with the employee's Union Steward and Chief Steward or designate within five (5) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The Department Head shall, within a further five (5) working days after the meeting, answer the grievance and return it to the Union.

STEP TWO: If the grievance remains unsettled at the conclusion of Step One, the grievance may be submitted to the Bursar or her/his designate within five (5) working days after receipt of the response at Step One, who shall, within seven (7) working days, hold a meeting with the Union Grievance Committee (not to exceed three (3) in number) and representatives of the University, in a further attempt to resolve the grievance. The International Staff Representative may be present at this meeting. The grievor may be present at this meeting if requested by either Party. The Bursar or her/his designate shall, within a further

seven (7) working days after the meeting, give her/his decision in writing to the Union.

- 9.04 The University shall not be required to consider any grievance which is not submitted within twenty-one (21) working days after the grievor became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.
- 9.05 If final settlement of the grievance is not reached at Step Two, then the grievance may be referred in writing by either Party to arbitration as provided in Article 11, Arbitration. If no written request for arbitration is received within the time limits provided in Article 11, the grievance shall be deemed to have been withdrawn and is not eligible for arbitration.
- 9.06 When two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step One of the Grievance Procedure.
- 9.07 The Union or the University shall have the right to initiate a policy grievance or a grievance of a general nature beginning at Step Two of the grievance procedure. Any such grievance must be commenced within fourteen (14) working

days after the Party 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 have initiated a grievance pursuant to the provisions of this article (after the occurrence of the grievance).

9.08 The time limits provided in this article and Article 11, Arbitration, are mandatory but may be extended by mutual agreement between the Parties in writing. It is agreed by the Parties that Saturdays, Sundays, and paid holidays shall not be counted as days for the purposes of time limits in this article and Article 11. It is further agreed by the Parties that absence of the grievor, or the individual who is to respond to the grievance at each step in the grievance procedure due to bereavement, approved leaves of absence, and vacation shall extend the time limits in this article by the number of days of the absence. The Parties also agree that s.48(16) of the *Labour Relations Act, 1995*, as amended from time to time, shall continue to apply.

9.09 If a response to the grievance is not provided within the time limits provided in the Collective Agreement, the grievance may be advanced by the party initiating the grievance to the next step on the grievance procedure.

## **ARTICLE 10 – DISCHARGE AND DISCIPLINARY ACTION**

- 10.01 A claim by an employee, who has completed their probationary period, that they have been discharged or suspended, without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step One of the Grievance Procedure within fifteen (15) working days excluding Saturdays, Sundays and holidays after the employee receives notice of the discharge or suspension.
- 10.02 An employee who has been dismissed without notice, while at work, may meet with their Union Steward for a reasonable period of time, before leaving the University premises.
- 10.03 Any notice or record of disciplinary action which is intended to form a part of an employee's employment record shall be given in writing with a copy to the Union. All such notices or records shall be permanently removed from the employee's file when twenty-four (24) months have elapsed since the date of issue, provided there has been no recurrence of a similar infraction.
- 10.04 Employees may review their personnel file, provided that two (2) working days' notice (not including Saturdays, Sundays, and holidays) is

given to the Human Resources Office. The employee or the Union may inquire as to the presence of any document in the employee's 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. Employees are entitled to be accompanied by a union representative to review their personnel file.

- 10.05 At any meeting where discipline will be imposed, management will notify the employee of their right to union representation. An employee who will be disciplined or discharged while at work may request the presence of a union representative. If such a request is made, the supervisor will send for a union representative without further discussion with the employee, and the union shall send a union representative immediately and without undue delay.

It is acknowledged that suspensions with pay are non-disciplinary.

## **ARTICLE 11 – ARBITRATION**

- 11.01 Either Party to this Agreement may request that a grievance be submitted to Arbitration by making such request in writing addressed to the other

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

- 11.02 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. The Arbitrators shall be selected in the order they are set out below to hear grievances as they are referred to arbitration. That is, the first grievance shall be referred to the first name and so on in rotating order. In the event that an Arbitrator is not available to hear a grievance, then the next Arbitrator on the list shall be selected. Louisa Davie, Robert Herman, Kevin Burkett, Laura Trachuk.
- 11.03 No matter may be submitted to arbitration which has not been properly carried through all the steps of the Grievance Procedure.
- 11.04 Each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties will jointly bear the expenses of the arbitrator on an equal basis. The University agrees that the Unit President, Chief

Steward, Steward and the grievor involved in the processing of the grievance will be paid at their regular wage rate by the University during their attendance at arbitration and mediation hearings that are held during their regular working time, unless they are already on union leave.

- 11.05 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 11.06 The Arbitrator shall hear and determine the grievances filed and the decision of the Arbitrator shall be final and binding on the Parties and the employees.

## **ARTICLE 12 – PROBATIONARY EMPLOYEES, SENIORITY, JOB VACANCIES, TERM EMPLOYEES, REDUCTION IN THE WORKFORCE AND LAYOFF**

### 12.01 Probationary Employees

- (a) A salaried employee shall have no seniority and shall be considered a probationary employee until the employee has completed six (6) months of active employment (i.e., days actually at work,



For hourly paid employees, this period shall be a total of 60 days of active employment. Probation for part-time employees regularly working twenty-four (24) hours a week or less equals 480 hours actually worked.

- (b) 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 a discharge of a probationary employee, unless the discharge was discriminatory, arbitrary or made in bad faith. After completion of this probationary period, an employee shall be credited with seniority from the date of last hire.

## 12.02 Seniority

- (a) Seniority shall be maintained and accumulated during an absence due to layoff up to the amount of the employee's seniority at the time of layoff, up to a maximum of twenty-four 24 months. For part-time employees, the seniority accumulated during an absence due to layoff shall be equal to the number of hours the employee worked in the number of

weeks immediately prior to the layoff that is equal to the length of the layoff.

- (b) An employee shall accumulate seniority for an authorized leave of absence for up to twelve (12) months. Thereafter, seniority shall cease to accumulate but shall be maintained. An employee on authorized Union leave shall accumulate and maintain seniority for the duration of the leave.
  
- (c) An employee shall lose their seniority standing and their name shall be removed from all seniority lists and the employee shall be deemed to be terminated for just cause for any one of the following reasons:
  - i) if the employee voluntarily quits;
  - ii) if the employee retires;
  - iii) if the employee is discharged and is not reinstated in accordance with the provisions of this Agreement;
  - iv) if the employee is laid off and fails to return to work within five (5) calendar days after the employee has been notified to do so by the University, by a courier service in which a signature is required, to the employee's last

known address (a copy of such notice shall be sent to the Union);

- v if the employee is laid off for a period in excess of their seniority at the time of layoff, up to a maximum of twenty-four (24) months. This provision does not apply to temporary layoffs;
  - (vi) if the employee 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;
  - (vii) if the employee utilizes a leave for any purpose other than that for which it was granted.
- (d) For employees working more than twenty-four (24) hours per week, seniority shall mean the total length of continuous service in the bargaining unit, subject to 12.02 g).
- (e) An employee promoted or transferred temporarily to a position outside the bargaining unit for a maximum period of twelve (12) months shall accumulate seniority for the period of time the employee is in the temporary position.

When the employee returns to the bargaining unit, the employee shall be returned to the job classification and department held immediately prior to the promotion or transfer.

- (f) The University shall provide the Union with a seniority list twice per year. Such list shall contain each employee's bargaining unit wide seniority, and job classification. A copy of the seniority list will be posted on Union bulletin boards. Employees shall have thirty (30) calendar days from the date the list is posted or, if the employee is absent when it is posted, fourteen (14) calendar days from the date the employee returns to work to make any corrections to it, 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. The parties agree to correct any typing errors in the seniority list which may occur in subsequent postings.

(g) Part-Time Seniority

Part-time employees will be credited with seniority equal to actual hours worked as a percentage of full-time salaried or hourly paid employees. For example, seniority for

hourly employees regularly working twenty four (24) hours or less, will be prorated based on the rate of one (1) year's credit for every two thousand and eighty (2,080) hours worked.

Seniority is accumulated during an absence due to layoff in accordance with Article 12.02 (a).

- (h) A casual employee does not accrue seniority during the period of their casual employment but should they subsequently be hired as a part-time, Full-Time Category B or Full-Time Category A employee, all hours worked during the period as a casual employee shall be considered as accrued seniority on the basis of one (1) year's seniority for every two thousand and eighty 2,080 hours worked.

### 12.03 Job Vacancies

- (a) The Employer shall continue its current practice of providing written notice of continuing and term job vacancies. Continuing part-time positions that are twenty-four (24) hours a week or less shall be posted in accordance with this article; casual positions are not required to be posted. Such vacancies shall be posted for a

period of not less than six (6) working days. Employees desiring consideration in the filling of these continuing and term job vacancies shall signify their desire by submitting a written application during the period in which it is posted. The Employer may advertise externally as well as posting internally. Qualified internal applicants will be interviewed prior to external applicants. Internal job postings will be available in both digital and hard copy format. The University will post internal job postings in close proximity to all Housekeeping and Food Service employee time clocks.

- (b) In all cases of filling permanent vacancies, promotions/demotions, transfers, layoffs, and recall after layoff, the University will select the qualified candidate, if any, who the University can demonstrate is the most qualified candidate for the position taking into account skill, ability, qualifications, and relevant experience. Where these factors are relatively equal between two or more candidates, the candidate with more seniority will be selected. The University agrees that the onus lies with the employer to demonstrate that the successful candidate was the most qualified. Where an external applicant is selected, when requested to do

so, the University will meet with the Union to elaborate upon its selection decision. On an annual basis, the University will provide the Union the percentage of successful internal and external candidates.

- c) When an employee applies, is found to be qualified, but is not given the position, the employee may ask for and will be given advice on how to improve their qualifications, and assistance in developing a career development plan and/or job search skills.
- d) In the event that a successful applicant proves unsatisfactory during or at the end of a familiarization period of thirty (30) calendar days or feels dissatisfied and chooses not to continue in the position within ten (10) working days, they shall be returned to their former job.
- e) An employee accepting a job posting outside their department must remain in that department for a period of six (6) months unless the employee was returned by the University to the former position, in accordance with (d) above or unless the employee subsequently applies within the six (6) month period to a vacancy in a higher paying classification.

- (f) A job need not be posted if the University requires the vacancy to provide a suitable job for an employee with a disability (as an accommodation), and the filling of such a position in order to accommodate an employee shall not be a violation of the provisions of this Agreement.
- (g) Upon request, the University shall provide internal applicants with copies of the relevant job description.
- (h) Where a regular part-time non-union staff member is assigned additional duties by the University on a continuing basis that will result in them working more than twenty-four (24) hours per week on a regular basis, they will be deemed to be covered by the collective agreement without the need to post. Such employees will be credited with service and seniority equal to the hours they have worked as a percentage of full-time employment as a salaried or hourly-paid employee as the case may be. The University agrees that it will not use this provision to avoid posting bargaining unit positions.



## 12.04 Term Vacancies

- a) Term vacancies arise when there is a need to replace absent employees or for work on a task or project that has a specified time limit, or in situations where the funding for the position is available for a limited term. A term vacancy shall not exceed twenty-four (24) months. Term positions that become continuing shall be posted. The University agrees that the purpose of this article is not to avoid the posting of continuing jobs within the bargaining unit. The University agrees to notify the Union in advance of any such term employee hired and the reason.
  
- (b) When such vacancies are to be filled, the following will apply:
  - i) Term vacancies that are expected to be greater than 6 months in length or that last for longer than six (6) months will be posted in accordance with the provisions of article 12.03. Vacancies of less than six (6) month's duration will be filled at the discretion of the University.
  
  - (ii) A If the vacancy is filled with an existing employee, the provisions

of the collective agreement will apply, and the employee will return to their job at the end of the assignment.

- B If the vacancy is filled externally, the successful candidate will be hired as a term employee.
- c) The employer may request an extension of the time limits in this article, such requests to be granted at the discretion of the Union.
- d) Term Employees are hired for an appointment of up to twenty-four (24) months. Each term appointment shall have a predetermined end date. Term employees are entitled to the full provisions of the collective agreement with the exception of LTD, pension plan coverage and layoff provisions.
- e) If a term employee is the successful applicant for a continuing vacancy, the employee shall be credited with seniority from the date the employee was last hired by the University.
- f) Employees from temporary agencies who are not employees of the University but who are filling bargaining unit positions will not

be subject to the terms of the collective agreement. Such employees may only be hired for terms of six (6) months or less, and will be paid the greater of the probationary rate/salaried hiring rate, or the rate paid to them by the agency. It is agreed that the total length of time a temporary vacancy is filled in this manner cannot be more than six (6) months. The University will inform the Union of each temporary agency worker it hires and the rate of pay, job title, start date and anticipated end date, if reasonably known.

#### 12.05 Layoff

- a) In the event of a layoff, part-time bargaining unit members (regularly working twenty-four (24) hours a week or less) would be laid off first, followed by bargaining unit members regularly working more than twenty-four (24) hours a week. Layoffs will be implemented according to seniority within the aforementioned groups. Part-time bargaining unit members regularly working twenty-four (24) hours or less cannot displace bargaining unit members regularly working more than twenty-four (24) hours a week. The employee with the least seniority in a classification in the department will be laid

off, provided that the remaining employees within the classification have the qualifications and ability to do the required work. However, an employee may request, in writing, to waive their rights under this article and accept a layoff instead of a co-worker in the same department with less seniority. The University shall meet with the Union ahead of an indefinite layoff being issued and share with the Union the reasons for the layoff. The Local Union shall be notified of the names of any employees affected by a decision to reduce the workforce one (1) week in advance of notice being given to employees.

b) i. Temporary Layoff

In the case of a temporary layoff i.e., up to twenty weeks duration , employees will receive a minimum of two (2) weeks notice in advance of the date of layoff or pay in lieu thereof, or a combination of both.

ii. Indefinite Layoff

In the case of an indefinite layoff i.e., more than twenty 20 weeks duration , the employee(s) affected will 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.

iii. This advance notice will not be required when the layoff is caused by circumstances beyond the control of the University.

c) Employees who are laid off will have the following options:

i. Temporary Layoff

In the event of a temporary layoff that exceeds fourteen (14) calendar days, the laid off employee will have the option of:

- ceasing employment with the University and electing enhanced severance pay effective the date of layoff as per the severance pay schedule attached as Appendix A hereto; or
- accepting the layoff; or
- displacing the most junior employee in an equal or lower paying classification within the University, provided the employee is capable of performing the duties

of the job with a five (5) day training and familiarization period.

The employee displaced as a result of the above displacement procedure shall have the option of:

- Ceasing employment with the University and electing enhanced severance pay effective the date of layoff as per the severance pay schedule attached as Appendix A hereto; or
- accepting the layoff; or
- displacing the most junior employee in an equal or lower paying classification within the University, provided the employee is capable of performing the duties of the job with a five (5) day training and familiarization period.

The employee displaced as a result of the third displacement shall not have the option of displacing another employee, but shall have the option of:

- Ceasing employment with the University and electing enhanced

severance pay effective the date of layoff as per the severance pay schedule attached as Appendix A hereto; or

- accepting the layoff.

Employees who are temporarily laid off and who displace employees in another department will be assigned the shift start time and workday schedule (days of the week worked) of the employee they displaced.

When the University implements a new shift schedule, the seniority of the employees who regularly work in the department will have preference over the employees who have displaced into the department. Following this, the seniority of the employees who have displaced into the department will be applied.

ii. Tndefinite Layoff

The laid off employee will have the option of:

- Ceasing employment with the University and electing enhanced

severance pay effective the date of layoff as per the severance pay schedule attached as Appendix A hereto; or

- accepting the layoff; or
- displacing the most junior employee in an equal or lower paying classification within the University, provided the employee is capable of performing the duties of the job with a five (5) day training and familiarization period.

The employee displaced as a result of the above displacement procedure shall have the option of:

- Ceasing employment with the University and electing enhanced severance pay effective the date of layoff as per the severance pay schedule attached as Appendix A hereto; or
- accepting the layoff; or
- displacing the most junior employee in an equal or lower paying classification within the University, provided the employee is capable of performing the duties



of the job with a five (5) day training and familiarization period.

The employee displaced as a result of the third displacement shall not have the option of displacing another employee, but shall have the option of:

- Ceasing employment with the University and electing enhanced severance pay effective the date of layoff as per the severance pay schedule attached as Appendix A hereto; or
- accepting the layoff.

d Benefit Coverage

- i. Employees on temporary layoff twenty weeks (20) 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 layoff for the period of the layoff 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 on temporary layoff may continue to accrue pension service provided they pay both the employer and employee contributions to the plan.

- ii. Employees on indefinite layoff who accept the layoff and maintain their seniority rights 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 layoff , but excluding the Pension Plan, for so long as they maintain their seniority rights under the collective agreement if the employee prepays monthly, in advance, the full premium cost (i.e., both the employee and employer cost) of the benefits.
- iii. Employees on indefinite layoff who cease employment with the University and elect severance pay effective the date of layoff 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 layoff , but excluding the Pension Plan, for a period of up to three (3) months from the date the layoff 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 (including Semi-Private Hospital Accommodation Plan)  
Joint Membership Plan  
Vision Care Plan  
LTD (available only to employees on temporary layoff)

- iv. No other benefits continue during a temporary or indefinite layoff.
- e) Upon the expiration of the employee's seniority due to layoff, as set out in Article 12.02 the employee shall receive severance as set out in Appendix A, and the employee's employment shall be terminated.
- f) A temporarily laid off employee who elects to displace another employee must notify the University of the desire to do so within five (5) calendar days of the receipt of the notice of layoff. An indefinitely laid off employee who elects to displace another employee must notify the University of the desire to do so within fourteen (14) calendar days of the receipt of the notice of layoff. Should the

employee not be able to displace a less senior employee, then the employee shall be deemed to be laid off.

- g An employee who is on temporary or indefinite layoff, or has displaced another employee due to layoff (as per Article 12.05), or has been recalled to another position while on layoff shall have first right of acceptance of their last position should it become available within twelve (12) months of the date the employee was laid off.
- (h) All employees covered by this collective agreement who have been indefinitely laid off, and who have accepted layoff, will be considered internal candidates.
- (i) Employees who are laid off and end up in lower classifications shall receive the rate of pay for that classification in the pay band step that is closest to but lower than the wage rate they were earning in the job from which they were laid off, unless the wage rate they were earning falls within their new pay band in which case they would stay at the wage rate they were earning until they move up to the next step (i.e., closest to but greater than the current rate of pay) of the pay band.

## **ARTICLE 13 – LEAVES OF ABSENCE**

- 13.01 An employee may be granted a leave of absence for six (6) months or less without pay and without loss of seniority if the employee requests it in writing, with good reason, at least two (2) weeks in advance. If this leave is less than six months, it may be extended up to a total leave of six (6) months without pay and without loss of seniority provided that the extension is requested in writing at least two (2) weeks prior to the expiration of the leave and that a good reason for the extension is provided.

An employee may be granted a leave of absence of greater than six 6 months and up to one 1 year without pay and without loss of seniority if the employee requests it in writing, with good reason, at least eight (8) weeks in advance. This leave may be extended up to an additional six (6) months without pay and without loss of seniority provided that the extension is requested in writing at least four (4) weeks prior to the expiration of the leave and that a good reason for the extension is provided.

The University retains the sole discretion in determining whether or not to grant the leave of absence and/or to extend the leave, but the exercise of such discretion shall not be

unreasonable. The Unit President will be notified of all leaves granted under this section.

- 13.02 Where an employee has been granted leave of absence without pay for one month or greater in accordance with the above, and the employee wishes to maintain their benefits, the employee shall be responsible to pay the University's share of all benefit plans in which the employee is enrolled prior to the leave of absence being granted by making direct payment, in advance, to the University.
- 13.03 Employees who have been elected or appointed by the Union to attend Union conventions or conferences shall be granted a leave of absence without pay, provided the leave will not unduly interfere with operations. The Union will notify the University in writing as early as possible prior to the start of the leave, but in no event less than fourteen (14) days, of the names of employees to be on leave. Such request shall not be for more than five (5) employees at any one time and will not be for more than two (2) employees from any one department. The University retains the right to restrict the number of employees in a department to one (1) due to operational concerns, but will not exercise this right unreasonably. There will be fifty (50) days granted under this article in any calendar year. However, should the total number of days not be

used in one year, the remaining number of days shall be carried forward into the next calendar year and may be used in addition to the fifty (50) days of that year. Days carried forward into the next year cannot be carried forward into subsequent years.

- 13.04 The University agrees to continue the pay of any employee absent from work on Union business which is not paid for by the University as provided for elsewhere in this Agreement, and the Union shall reimburse the University for wages and benefits upon receipt of a statement from the University. An employee who is granted leave under Article 13.05 will continue to accumulate pension credits during the leave, provided that the Union pays the costs of the Employer's contribution and the employee pays the employee's contribution.
- 13.05 Provided the leave will not interfere unduly with operations, the University will grant a leave of absence without pay for up to one (1) year for an employee to work in an official capacity for the 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 three (3) months prior to the commencement of the requested leave. This leave shall be limited to two (2) employees from the bargaining unit at any one time. For leaves to assume an official

position within the Local Union, the University will grant year to year extensions with at least three (3) months written notice prior to the end of the year. The employee(s) will return to his or her position at the end of the leave if the position still exists. If the position is eliminated during the leave the employee will be subject to, and eligible for the provisions of Article 12.05.

Notwithstanding the foregoing, the Union may, on occasion, request and the University will consider in good faith, a leave of absence without pay for an additional bargaining unit employee to work for the Union on a limited term basis for a specific project.

### 13.06 Pregnancy Leave

- a) The University shall provide pregnancy leave in accordance with the provisions of the *Employment Standards Act*. The employee shall provide as much advance notice as possible prior to the start of the leave, but in any case no less than two (2) weeks notice, unless circumstances beyond the control of the employee prevent this.
- b) For employees with one (1) year of service or more, the University will pay ninety-five percent (95%) of regular straight time wages for the initial one (1) week waiting period



prior to the commencement of the Employment Insurance benefits and, for the next sixteen (16) weeks will pay the difference between the Employment Insurance pregnancy benefits and ninety-five percent (95%) of normal earnings for a period not to exceed sixteen (16) weeks provided that the employee applies for and receives Employment Insurance benefits. For employees with less than one (1) year of service, the University will pay the above top-up prorated according to the percentage of time worked.

The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

- c In the case of an employee 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.
- (d) Seniority, vacation, benefits and pensionable service continue during an employee's pregnancy leave, provided the employee fulfills any requirements for said continuation. Eligibility for step and negotiated wage increases also continue during the period of an employee's pregnancy leave.

### 13.07 Primary Caregiver Leave

- a) Primary Caregiver Leave is available to a parent, other than a birth parent, 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.

- (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 birth parent's partner , because the birth parent 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 percent (95%) of regular straight time wages during the one (1) week waiting period for Employment Insurance parental benefits and, for the next sixteen (16) weeks will pay the difference between

Employment Insurance benefits and ninety-five percent (95%) of regular straight time wages 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.

The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

- e In the case of an employee 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. Eligibility for step and negotiated wage increases also continue during the period of an employee's Primary Caregiver leave.

#### 13.08 Parental Leave

- 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 an unpaid 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:
- up to thirty-five (35) weeks of parental leave for employees who take pregnancy leave;
  - up to thirty-seven (37) weeks of parental leave for all other new parents;
  - such shorter or longer period of time as might be required under the

Employment Standards Act, from time to time.

For employees with one (1) year of service or more, who provide proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following:

- i) For an employee who has taken pregnancy leave, the difference between the Employment Insurance parental benefits and ninety five percent (95%) of salary for ten (10) weeks;
- ii) For an employee who takes a parental leave for which a one (1) week waiting period has already been served in respect of the same child the difference between the parental benefits and ninety five (95%) of salary for ten (10) weeks;
- (iii) For an employee who takes a parental leave and is required to serve a one (1) week waiting period, ninety five (95%) of salary during one week waiting period, and the difference between Employment Insurance parental benefits and ninety five percent (95%) of salary for eight (8) weeks;

- (iv) The weekly top-up payment will be calculated using the weekly EU benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.
- (b) An employee who is entitled to parental leave must give the University at least two (2) weeks written notice prior to the commencement of the leave. If the employee does not specify when the leave will end, it will be assumed that the employee wishes to take the maximum leave in accordance with Article 13.08 (a). 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 written notice before the earlier date or to a

later date by giving two (2) weeks written notice before the leave was to begin.

- c) If an employee on parental leave wishes to change the date of return to work to an earlier date, the employee must give the University two (2) weeks written notice of the date on which the employee intends to return.
- (d) If an employee wishes to change the date of return to work to a later date but subject to the maximum length of leave, the employee must give the University four (4) weeks written notice before the date the leave was to end.
- e) Seniority, vacation, benefits and pensionable service continue during an employee's Parental Leave, provided the employee fulfills any requirements for said continuation. Eligibility for step and negotiated wage increases also continue during the period of an employee's Parental Leave.

### 13.09 Political Leave

This article does not apply to part-time employees working twenty-four (24) hours or less.



Employees seeking leave to be a Candidate shall be entitled to a leave of absence with full salary during the campaign for election upon the following basis:

- a) for election to the Parliament of Canada - leave for the equivalent of one calendar month.
- (b) for election to the Legislature of Ontario - leave for the equivalent of one calendar month.
- c) for election to a Municipal Council or Board of Education - leave for the equivalent of five working days.
- (d) For election to Mayor or Chair of City/Town/Regional Council - leave for the equivalent of ten working days.

Such leave need not be taken on consecutive days.

#### 13.10 Health Care Appointments

This article does not apply to part-time employees working twenty-four (24) hours or less.

Where an employee cannot schedule health care appointments outside of their scheduled working hours, the employee shall be given time off without pay to attend such appointments. The employee may be allowed to make up any time lost, at the request of the employee, at a time mutually agreeable between the employee and their supervisor. The employee shall attempt to schedule the appointments so as to minimize the disruption of the employee's working day.

13.11 Margaret Ray Award

The University shall continue its practice to allow employees leave as per the Margaret Ray Award.

13.12 Personal Leave

Personal leave is available to employees who must be away from work because of family or personal commitments. The Union and the University agree that personal leave days are not additional vacation days and should not be treated as such, and that they shall not be used to extend vacation or long weekends.

- a An employee may request in advance up to three (3) days or six (6) half days of paid personal leave in any year. For part-time employees working twenty-four (24) hours or less, personal

leave is provided on a prorated basis, based on hours. Such requests shall not be unreasonably denied. Whenever possible employees 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, stepping-in when a regular caregiver is away. Personal days include, but are not limited to, the observance of religious holidays, professional appointments, court appearances, supplementing a bereavement or family leave, writing examinations, and attending to emergency situations.

- b) In arranging these leaves the 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, and that the employee will provide their manager with the reason for the leave request.

### 13.13 Short-Term Compassionate or Emergency Leave

The University will grant compassionate care leave of up to a maximum of eight (8) weeks to employees who take a leave of absence under the Family Medical Leave provisions of the

Employment Standards Act (ESA). This leave may be further extended beyond the initial eight (8) week period in accordance with ESA. 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.

#### 13.14 Self-Funded Leave Plan

This article does not apply to part-time employees working twenty-four (24) hours or less.

##### 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 working twenty-five (25) hours or more 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 their 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 Manager, Human Resources at least six (6) months prior to the proposed commencement date of the salary deferral. The Department Head shall make their decision based on the operational requirements of the work unit.

### Terms and Conditions

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.

### Benefit Continuation

Staff members interested in a self-funded leave should contact the Manager, Human Resources 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 Bursar 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.

## **ARTICLE 14 – SICK LEAVE**

- 14.01 Sick leave is defined as absence because of an employee's illness or injury, or absence because of quarantine through exposure to contagious disease, or absence for which compensation under the *Worker's Safety and Insurance Act*, is not payable where such absence prevents the employee from performing the essential duties of their job.

- 14.02 Upon completion of their probationary period, employees are eligible for sick leave with pay for periods up to fifteen (15) weeks at full pay 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.
- 14.03 When an employee is unable to report to work due to illness or injury, the supervisor must be notified promptly at least two hours in advance of the scheduled start time if possible. Employees who are scheduled to work a morning shift will make every effort to inform the supervisor the evening before if they will be unable to work the following day due to sickness or injury. Employees will also inform the supervisor as early as possible of the probable date when that employee is able to return to work.
- 14.04 The Union agrees that the University will retain any ETC premium reduction related to the sick leave plan.
- 14.05 An employee who is on sick leave for a period of more than seven (7) working days is required to provide supporting medical documentation. If the employee provides supporting medical documentation that is unsatisfactory to the University, the University will notify the



employee and may contact the physician to obtain additional information with the written consent of the employee. The University may contact the physician either directly or through a health care professional.

- 14.06 If the University requests further medical documentation, the University shall cover the cost of the additional documentation.
- 14.07 If the University is still not satisfied, it will contact the Union and inform the Union about why the information is unsatisfactory. If the University requests that the employee be assessed by an independent medical examiner and the Union agrees to an independent medical examination, such agreement not to be unreasonably withheld, the Union will cooperate with the University to facilitate the independent medical examination.

The cost of the independent medical examination will be paid by the University. A copy of the independent medical examination report will be provided to the employee's family physician.

If the Union agrees to an Independent Medical Examination and the employee fails to attend the appointment with the independent medical examiner without a satisfactory reason, this may

result in the termination of any benefits payable under the short term disability plan.

- 14.08 Where there is a re-occurrence of the same or related illness or injury, an employee may be eligible for up to fifteen-week (15 week) sick leave if the employee has attended work for a minimum of three (3) months since returning from the last sick leave.
- 14.09 The banked sick days each employee has on the date of ratification of this renewal collective agreement will be available for employees to use in situations where there is a delay in the approval of LTD, or an LTD appeal is pending. If an employee uses one or more of their banked sick days and then later is deemed to be retroactively eligible for LTD, the banked sick days they used will be credited back to their sick day bank and the employee is responsible for repaying the University.
- 14.10 The University will notify each employee in writing, no later than June 30, 2022, of the number of banked sick days they accrued prior to the date of ratification of this renewal collective agreement. For clarity, upon ratification of this renewal collective agreement, employees will not accrue individual sick days.

## **ARTICLE 15 – BEREAVEMENT LEAVE**

- 15.01 The University will grant up to five (5) working days paid leave in the event of the death of an employee's spouse or same-sex partner or child (including step-child), grandchild, parent, parent-in-law, sibling (including step-brother, step-sister), brother-in-law, sister-in-law, and grandparent. The University will grant up to three (3) working days paid leave in the event of the death of an employee's aunt or uncle.

Bereavement leave for employees working twenty-four (24) hours or less per week will be prorated based on their FTE; up to a maximum of three (3) days.

## **ARTICLE 16 – UNION REPRESENTATIVE**

- 16.01 If an authorized representative of the International Union wants to speak to a member of the bargaining unit about a grievance or other official business, they shall advise the Supervisor, or their designated representative, who shall then call the local union representative 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 17 – BULLETIN BOARDS**

- 17.01 The University agrees to provide bulletin boards in areas accessible to employees in the work place for the purpose of posting meeting notices and official Union information. Five of these boards will be lockable bulletin boards not to be smaller than 36" by 48". 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 18 – CALL-IN PAY/ON-CALL PAY**

This article does not apply to part-time employees working twenty-four (24) hours or less.

### 18.01 Call-In Pay

An employee called in to work outside of the employee's regular working hours shall be paid four (4) hours at the applicable overtime rate or overtime for all hours worked, whichever is greater. This provision does not apply when an employee is called in to work immediately prior to the start or immediately following the end of their scheduled shift. In such cases, the employee shall receive the applicable overtime rate for the hours worked.

Employees who are called to work out of their homes or at places outside of the University campus during their off hours will receive a minimum of two (2) hours pay at the applicable overtime rate, or pay for all hours worked, whichever is greater.

## 18.02 On-Call Pay

The parties agree that unless it is expressly stated that employees are on-call, the University cannot require employees to be readily available to respond to a call, nor are employees entitled to on-call pay.

The University's operational commitments are such that employees in some positions will, as part of their regular duties and responsibilities, be scheduled by the employee's supervisor to be on-call when regular staff are not on site or when additional staff may be operationally necessary. The following applies to such employees with respect to scheduled on-call:

- a) While on-call they must be available to attend at the workplace within one (1) hour if such attendance is required, or otherwise be available to take remedial action.
- b) The employee shall be credited with one hour of on-call time for each hour they are on-call.

- c) The employee shall receive one hour of regular straight time pay (or time off in lieu) for every 11.5 hours of on-call time banked.
- d) The employee required to come in to work while on-call will be entitled to Call-in-Pay as per Article 18.01.
- e) In all but exceptional circumstances, on-call time starts when the shift of a worker who normally performs the duties required to be covered by on-call time ends. On-call time ends at the start of the following shift of a worker who normally performs the duties required to be covered by on-call time.

## **ARTICLE 19 – PAYMENT FOR INJURED EMPLOYEES**

- 19.01 In the event that an employee is injured in the performance of their duties, to the extent that the employee is required to stop work and receive medical treatment, the employee will be paid their regular wages for the remainder of the shift. If it is necessary, the University will provide, or arrange for, suitable transportation for the employee to the doctor or the hospital, and thereafter, transportation to the employee's home if the employee is unable to return to work.

- 19.02 If the University requests a meeting with an employee to discuss the employee's claim under the Workplace Safety and Insurance Act, the employee will be entitled to have a Union representative present at the meeting.

## **ARTICLE 20 – JURY AND WITNESS DUTY**

- 20.01 An employee who is called for jury duty or as a subpoenaed witness in a case in which the Crown is a party shall be paid at their basic hourly rate for time lost from regular straight time shifts that the employee would otherwise have been scheduled to work for each day of said jury service or subpoenaed witness duty. The employee shall pay to the University the full amount of jury pay or witness fees received, exclusive of any expenses, and will present proof of service and the amount of pay received. The employee is expected to report for work on days when the employee is not actively involved in court proceedings. The employee is responsible to notify the University as soon as the employee receives notification of jury duty or subpoena as a witness. The employee will report for work when not required for such duty and will endeavour to keep up with the responsibilities of the job to the best of the employee's ability.

## **ARTICLE 21 – SAFETY AND HEALTH**

- 21.01 a) The University is committed to the prevention of illness through the provision and maintenance of healthy and safe conditions on its premises. The University endeavors 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, programs 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 and Safety Statute Law Amendment Act 2011, c.11, ss.1-18. Enacted June 1, 2011, where there is an immediate danger or where there is reason to believe that there is danger to their health and safety or the health and safety of others.

The University will provide the Union with all copies of Workplace and Safety Insurance Board's (WSIB Form 7 Employer's Report of Injury/Illness for members injured on the job. The University shall notify the Joint Health and Safety Committee of all Health and Safety testing and assessments and provide reports of findings.

The University will continue to respect the functions and guidelines established for the Joint Health and Safety Committee (JHSC under the Occupational Health and Safety Act. All copies of minutes of JHSC meetings will be forwarded to the union

office via electronic mail in a timely fashion after their approval.

- b) The University and the Union shall maintain a Joint Occupational Health and Safety Committee consisting of equal numbers. The Union shall elect or appoint its representatives to this committee and the University shall appoint its representatives to this committee.

The structure of the Joint Occupational Health and Safety Committee shall be made up of a committee of twelve (12) members, four (4) appointed by the Union, one (1) appointed by CUPE 3902, Unit 2, and one (1) appointed by the Victoria University Chapter of the University of Toronto Faculty Association, and six (6) appointed by the University. Where a vote is to be taken, the employer and the employee representatives will have an equal number of votes, regardless of the number of attendees at the meeting.

21.02 The general duties of the Joint Occupational Health Safety Committee shall be:

- a) To make a monthly inspection of a part of the work place for the purpose of determining hazardous conditions, to check

unsafe practices and to receive complaints and recommendations with respect to these matters.

- (b) The Union Joint Chairperson of the Committee or their designate shall have the right to accompany all Ministry of Labour Safety and any other occupational health and safety inspectors as prescribed by the Occupational Health and Safety Act on tours of the University and shall receive copies of any reports sent to the University pertaining to such inspections.

21.03 An employee may refuse to work or do particular work where they have reason to believe that:

- a) any equipment, machine, device or thing they are to use or operate is likely to endanger them or another employee;
- b) the physical condition of the work place or the part thereof in which the employee works or is to work is likely to endanger them.

21.04 a) If, as set down in Article 21.03, an employee refuses to work or do particular work they shall promptly report the circumstances of their refusal to their supervisor, who shall forthwith investigate the report with appropriate representatives

of the Joint Occupational Health and Safety Committee or a certified worker.

- (b) Following the investigation and any steps taken to deal with the circumstances that caused the employee to refuse to work or do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger them or another employee, then an inspector from the Ministry of Labour shall investigate the refusal to work and shall give a decision in writing as soon as is practicable
- c) The employee shall be assigned alternative work during their normal working hours until such time that the job has been made safe or determined to be safe to work on.

21.05 Pending the investigation and decision of the inspector, no employee shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or the part thereof which is being investigated unless the employee is informed of the work refusal in the presence of a certified worker or a worker representative on the Joint Occupational Health Safety Committee.

21.06 No disciplinary action shall be taken against any employee by reason of the fact that the employee

has exercised the right conferred upon them under any act or agreement respecting the occupational health and safety of employees.

- 21.07
- 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 reimburse employees up to two hundred dollars (\$200.00) 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 effective on ratification.
  - c) The University agrees to reimburse up to three hundred and fifty dollars (\$350.00) per employee once every two (2) years for employees who require prescription safety glasses for the performance of the employee's duties and where, in the opinion of the University, protective face shields are not appropriate, towards the cost of prescription safety glasses (lens and frames .
  - (d) The University will continue its current practice with respect to providing uniforms

to those employees required to wear uniforms.

## 21.08 Accommodation and Return to Work

The University recognizes its duty to accommodate the bargaining unit members under the Ontario Human Rights Code.

- a) 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. 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 to represent the employee. The University may also request that the Union appoint a member to participate in discussions regarding a particular case before a dispute arises.
- b) With the written consent of the employee, the Union representatives shall have access to any relevant medical information related to the accommodation and/or return to work of the employee.
- c) Disputes regarding accommodations and/or return to work not resolved at the informal

stage, shall be subject to the grievance procedure beginning at Step Two.

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

## **ARTICLE 22 – HOLIDAYS**

22.01 The University will observe the following holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and these will be considered and treated as statutory holidays. In addition to the foregoing statutory holidays, the University will also observe the day before Christmas Day and the day before New Year's Day as non-statutory holidays.

22.02 In order to be eligible for pay on any of the above holidays, an employee:

- a) must not be eligible for or be in receipt of compensation for sickness or injury;

- b) must not be on a layoff for a period that exceeds thirty (30) calendar days prior to the holiday. The payment for the holiday s will be made to the employee in the pay period that includes the final day worked prior to the layoff;
- c) must work the scheduled shift immediately preceding and immediately following the holiday unless the employee provides satisfactory evidence that they were prevented from doing so because of illness or injury;
- (d) must not be on an authorized leave of absence;
- e) who is scheduled to work the holiday must complete the scheduled shift.

22.03 The University shall designate the day of observance of the paid holidays set out in Article 22.01 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). When the holiday falls on the employee's regularly scheduled day off work, a lieu day shall be scheduled by mutual agreement between the employee and the employee's supervisor, to be taken within thirty (30) days of the date of the holiday.



22.04 Eligible employees who are not working flex hours 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.

Eligible employees who are working flex hours shall be paid their normal rate of pay for the week in which the holiday occurs provided the employee also works the day that is normally not worked in that week. For example, if the paid holiday falls on a Monday and the employee would ordinarily have Friday as a day off, then the employee will be required to work on the Friday.

22.05 When any of the holidays are observed during an employee's scheduled vacation period, the employee shall receive holiday pay as provided in Article 22.04 above and the day shall be counted as a holiday day and not a vacation day. This clause does not apply to employees who are working flex hours during the period on which the holiday is observed. Employees working flex hours will be paid their vacation for the week in which the holiday is observed and shall not be paid holiday pay for that day.

22.06 Any authorized work performed by an employee on any of the statutory holidays as designated

and named in 22.01 shall be paid at the rate of time and one-half (1.5) the employee's regular straight time hourly rate of pay, in addition to holiday pay.

22.07 Presidential Day s) and the non-statutory holidays as designated and named in 22.01 (i.e., the day before Christmas, the day before New Year's Day) 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 22.02 apply to such days. Any authorized work performed by an employee on such a day s) 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.

22.08 In addition to the holidays set out in Article 22.01, the University will observe a Christmas/New Year's seasonal shutdown as set out in Appendix B.

22.09 Three Days Off With Pay

For each twelve (12) month period (beginning with July 1, 2000 to June 30, 2001) 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 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 their supervisor.

The University, in its sole discretion, shall designate the three 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 22 - Holidays or Appendix B - Holidays.

## **ARTICLE 23 – VACATION WITH PAY**

- 23.01 The vacation year is July 1 to June 30.
- 23.02 The length of service referred to below is the length of service of the employee as of July 1 of each vacation year. Employees shall be entitled to take vacation credits as they are earned.

- a) Annual vacation entitlement for all employees:

<b>Length of Service</b>	<b>Vacation Entitlement</b>	<b>Rate of Vacation Pay</b>
Less than 1 year	11/4 days/month of service	6%
1 to 5 years	15 days	6%
6 years	16 days	6.4%
7 years	17 days	6.8%
8 years	18 days	7.2%
9 years	19 days	7.6%
10-11 years	20 days	8%
12-13 years	21 days	8.4%
14 years	22 days	8.8%
15 years or more	25 days	10%

- b) Part-time employees shall receive a pro-rated number of vacation days based on the number of days per week that they regularly work with the same vacation pay as set out above.

Part-time employees who regularly work twenty-four (24) hours or less shall be entitled to vacation pay as follows:

- Less than 2 years, 4% of annual earnings;
  - 2 years to 6 full years, 6% of annual earnings;
  - 7 years or more, 8% of annual earnings.
- c) The rate of vacation pay is the percentage of the gross annual earnings that the employee is entitled to be paid when vacation is taken. In the case of employees who are on pregnancy leave, primary caregiver/adoption leave or parental leave, vacation pay for the period of leave shall be calculated as though the employee was in receipt of their normal base wages during that period.

23.03 The University retains the right to schedule vacations in accordance with its operational requirements. The University reserves the right to limit the amount of vacation that may be taken by an employee during the prime vacation period of May 1 to September 15.

- a) Employee requests for specific vacation periods are to be submitted to the University by the last day of February of each year. Vacation requests will be

responded to in writing by the University no later than fifteen (15) working days from March 1. Where two or more employees request the same vacation period and the University cannot grant the requests for the same time, then the awarding of the vacation request will be based on seniority. When the vacation days granted to an employee who displaces an employee in another department conflict with vacation time granted to an employee who normally works in that department, the vacation of the employee who normally works in the department has preference.

- b) Vacation requests submitted during the first three (3) weeks of March will be considered on a first come, first serve basis rather than seniority, and responded to in writing by the first working day in April.
- c) Any vacation request not covered in (a) or (b) above will be responded to on a first-come, first-serve basis, in writing, within five

(5) working days of the request being submitted.

An employee cannot be required by the Employer to take vacation in unbroken periods of less than one (1) week, unless agreed to by the employee.

- 23.04 Both the University and the Union recognize that paid vacation time away from the workplace is important to a healthy work life balance and employee wellbeing.

Employees are expected to use their annual vacation entitlement. Nevertheless, they may carry forward a maximum of one (1) week of vacation plus one year's entitlement into a subsequent vacation year. Employees will also be allowed to carry forward a second week of vacation plus one year's entitlement into a subsequent vacation year with the written permission of their supervisor. Any excess vacation will be managed in accordance with 23.03

- 23.05 On termination of employment, any unused vacation will be paid out to the employee.

Effective July 1, 2015, the University will reduce the payment that is provided to employees who, when they cease employment have accumulated

(that is earned, and not taken) approved vacation. The reduction will be as follows:

- For those with three (3) weeks annual vacation entitlement or accrual, a reduction in the payment upon cessation of employment of four (4) days;
- For those with four (4) weeks of annual vacation entitlement or accrual, a reduction of five (5) days;
- For those with five (5) weeks of annual vacation entitlement or accrual, a reduction of six (6) days;

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

23.06 Employees who are laid off will be paid any accumulated vacation pay on the request of the employee and will not accumulate vacation during the period of layoff.

23.07 Length of service will be adjusted for any unpaid leave of absence, or while an employee is absent from work and in receipt of Long Term Disability benefits, or WSTB benefits in excess



of fifteen (15) weeks. Employees on unpaid leave for pregnancy, primary caregiver or parental leave will continue to accumulate length of service. Length of service shall accumulate during any Union leave of absence or layoff. This shall not apply to the accrual of sick days under Article 14.02.

23.08 a) An employee who is admitted as an in-patient to a hospital because of sickness or accident while on scheduled vacation will be considered as being eligible for sick leave during the period of hospitalization. The period of hospitalization may be rescheduled as vacation at a future date mutually agreeable to the employee and the employee's supervisor.

(b) An employee who is confined by order of a doctor during their vacation period owing to sickness or accident may request sick leave with pay for the period of time the employee is confined, provided that they furnish proof of such commitment to the Human Resources Office. The University will adjudicate such requests at its sole discretion on a case by case basis. The period of confinement may be rescheduled as vacation at a future date mutually agreeable to the employee and the employee's supervisor.

- 23.09 Gross annual earnings shall mean total taxable earnings for the fifty-two (52) week period prior to the vacation year.
- 23.10 The University will annually issue a report to each employee detailing the current status of the employee's vacation accrual.

## **ARTICLE 24 – WAGES**

- 24.01 The University agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in Wage Schedule A attached hereto and forming part of this Agreement.

### **24.02 Temporary Transfers**

An employee who is temporarily transferred to a higher paying job will be paid at the rate of pay, for that job, that is closest to but at least three percent (3%) higher than their current rate of pay for all the time worked in the higher paying job.

- 24.03 All hourly employees shall be paid bi-weekly by direct deposit. The normal pay day shall be a Friday.

All salaried employees shall be paid monthly by direct deposit on the 20th of each month. Should

the 20th of the month be a non-banking day then salaried employees will be paid on the Friday before the 20th of the month. Should December 20th occur during the Christmas shut down, the salaried employees shall be paid on the last day of work before the shutdown.

## **ARTICLE 25 – HOURS OF WORK AND OVERTIME**

- 25.01 Nothing in this article shall be so construed to mean a guarantee of hours of work per day or hours of work per week or days of work per week.
- 25.02 a 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.

The regular hours of work for Full-Time Category A salaried employees shall be thirty-five (35) hours per week from Labour Day through to June 30. The regular hours of work for Full-Time Category A salaried employees from July 1 through to Labour Day shall be thirty (30) hours per week, with no afternoon break.

The regular hours of work for all Full-Time Category A hourly employees shall be forty (40) hours per week.

The regular hours of work for Full-Time Category B hourly employees shall be between twenty-five (25) and thirty-nine (39) hours per week, inclusive.

The regular hours of work for Full-Time Category B salaried employees shall be between twenty-five (25) and thirty-four (34) hours per week, inclusive.

The regular hours of work for part-time employees shall be 24 hours or less per week.

For clarity an employee may, on occasion, be offered the opportunity to work additional hours beyond their regular hours per week, on a straight time basis, subject to overtime provisions according to Article 25, if applicable.

Salaried employees are entitled to 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.

Hourly-paid employees are entitled to a half (1/2) 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.

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.

In establishing shift schedules, the University agrees that it will not schedule regular straight time shifts more than five (5) consecutive days per week and will provide for two (2) consecutive days of rest. Variations to this provision may be made by mutual agreement between the employee and the University.

The University agrees to maintain the status quo with respect to shift premiums.

- (b) The Employer retains the right to develop shift rotation schedules. Actual shift schedules to be worked will be posted one week in advance. Where practicable,

employees in the same job function will be assigned shifts in the shift rotation schedule based on the seniority and preference of the employee when the Employer develops new shift rotation schedules.

- c) Where possible, the University will provide a minimum of one (1) months' notice of a change in an employee's regular hours of work. This notice will not be possible where schedules must be modified in response to the University's business requirements, for example conferences, events, functions and authorized leave coverage. This article shall not apply to employees in Housekeeping and Food Services from May 1st to August 31st inclusive.

25.03 All authorized work performed in excess of eight (8) hours in a day or forty (40) hours per week for hourly employees and all authorized work performed in excess of seven (7) hours in a day or thirty-five (35) hours per week for salaried employees, will be paid at the rate of time and one-half (1 ½ x the employee's regular straight time rate of pay. Overtime may be accumulated in an overtime bank, instead of being paid, if agreed between the employee and the supervisor, subject to the provisions of Article 25.08. This provision shall not apply when flex time

arrangements are being worked. Paid holidays observed under Article 22.01 shall be deemed to be hours worked for the calculation of overtime under this article.

- 25.04 There shall be no pyramiding, duplication of time or rates for the calculation of overtime or any other premium.
- 25.05 Overtime must be authorized in advance by the employee's immediate Supervisor. Further, each department shall establish a process for overtime approval in exceptional circumstances where the requirement for overtime arises due to urgent and/or unforeseen events and the employee's immediate supervisor is unavailable to authorize the overtime. Overtime is voluntary unless not enough employees are available to perform the work required, in which case overtime is compulsory and will be assigned in reverse order of seniority to employees in the department who have the qualifications to perform the work.
- 25.06 The University will attempt to distribute overtime among employees who normally perform the work. Where overtime is required to finish a task at the end of a shift, it will be offered first to the employee who was performing the work. All other overtime will be offered on a rotating basis to the employees who normally perform the work.

- 25.07 An employee who works unplanned overtime (i.e., overtime not scheduled or approved prior to the commencement of the scheduled shift for more than two 2 consecutive hours immediately beyond the regularly scheduled shift shall be provided with a meal. If the dining hall is still providing meals at the time the employee is to receive a meal, then they will be provided a meal from the dining hall. If no meal is available, then the employee shall receive a fifteen dollar (\$15.00) meal allowance.
- 25.08 Overtime may be accumulated in an overtime bank to a maximum of twenty-four (24) hours at any one time. Time off work, using time from the overtime bank, must be scheduled by mutual agreement between the employee and the supervisor. Overtime shall be credited as it is earned (ie., at time and one-half (1-1/2) the actual hours worked).
- 25.09 Full-time employees who have continuous responsibility for the care of their family may request a change to part-time status for a defined period in order to devote more time to their family responsibilities. The percentage of time to be worked, and the duration of the part-time employment, must be mutually agreed to between the employee and the department head, to whom the request should be addressed.



Employees requesting a change in status on this basis should make the request as far in advance as possible, but in any event no less than one (1) month prior to the commencement of the requested change in status. In case of emergencies, the one (1) month period may be waived. Salary and benefits will be pro-rated according to the percentage of time worked.

- 25.10 If the University errs in the distribution of overtime, the employee who should have been given the overtime will be offered the next opportunity to work overtime, but the University will not be required to pay for missed overtime, unless it is established that the University is deliberately bypassing the employee for overtime opportunities.

## **ARTICLE 26 – SINGULAR/PLURAL**

- 26.01 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.

## **ARTICLE 27 – INSURANCE-WELFARE BENEFITS AND PENSIONS**

- 27.01 The University agrees to pay the premiums for the benefits set out in Schedule B attached hereto for continuing employees. The University is

responsible only for paying its share of the premiums for the benefit plans and shall not have any liability for the actual benefits. The policies issued by the insurance company are the governing documents in any question of interpretation or application.

- 27.02 The University agrees that all permanent employees shall be covered by the terms of the University pension plan as set out in Schedule C attached hereto. The University will administer the plan in accordance with the terms and conditions of the plan.
- 27.03 Part-time employees who regularly work twenty-four (24) hours a week or less are covered where they are eligible.

## **ARTICLE 28 – HUMANITY CHARITABLE FUND**

- 28.01 The University agrees to deduct the amount of two (\$0.02) cents 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 plus an additional matching amount 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.

The University agrees to record total Humanity Fund contributions deducted and paid by each employee on their T-4 Income Tax Receipt.

- 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.

## **ARTICLE 29 – TERMINATION**

- 29.01 This Agreement shall become effective on July 1, 2021 and shall continue in effect up to and including the 30th day of June, 2023 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 renew or amend the Agreement.
- 29.02 If notice of the intention to renew or amend is given by either Party pursuant to the provisions of the preceding paragraph, such negotiations shall commence on a date that is mutually agreed.

29.03 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the *Ontario Labour Relations Act*.

### **ARTICLE 30 – LETTERS OF INTENT, UNDERSTANDING, AND AGREEMENT**

All letters of Intent, Understanding and Agreement, and Schedules are incorporated by reference into the Collective Agreement and are subject to grievance and arbitration procedures.

### **ARTICLE 31 – STEELWORKERS TORONTO AREA COUNCIL MEMBERS ASSISTANCE FUND**

Victoria University agrees to pay \$6,900 into the Steelworkers Toronto Area Council Members Assistance Fund upon ratification of this collective agreement and annually on July 1<sup>st</sup> of each year thereafter.

### **ARTICLE 32 – EMERGENCY CLOSURE**

From time to time, the President of Victoria University may close or cancel some or all of the operations and /or services of the University as a result of circumstances beyond the University's control, such as snowfalls and power failures. Closing or canceling some or all of the

operations or services of the University does not mean that staff duties are cancelled as well. Essential services to members of and visitors to the University must be maintained. Without limiting the possibilities, some examples of essential services are snow removal, food services, security, maintenance of building systems, residence operations, cleaning services, communication services and emergency response capabilities.

In the event that the President does declare that certain operations or services of the University are closed or cancelled, employees are expected to work their normal shifts, unless a) they are released from their duties by their supervisor; b) they provide satisfactory evidence to their supervisor that they are unable to stay at the workplace, or c) conditions are such that they are unable to travel to the University in order to work. Employees who do work when the University is closed will be paid their regular wages for the hours worked and will be given compensating time off with pay at a time to be mutually agreed between the employee and their supervisor.

Those employees who provide satisfactory evidence that they cannot stay for work or cannot travel to the University in order to work will receive their regular straight time wages for the regular hours lost.

The University will attempt to offer overnight accommodation and meals on campus to staff who are

unable to travel home and return for work to cover a regularly scheduled shift the next day.

### **ARTICLE 33 – CAMPUS MAIL**

The University agrees to provide the Union with access to and use of the Victoria University campus mail system to send and receive communications with bargaining unit members. Such mail shall be regarded as private and confidential.

### **ARTICLE 34 - COLLECTIVE AGREEMENT DISTRIBUTION**

In accordance with Victoria University's commitment to sustainability, the University will provide a digital copy of the Collective Agreement on the Human Resources webpage. Printing and distribution of this Agreement will be the Employer's responsibility. The Employer will supply a pocket size copy of the said Agreement to all employees covered by this Agreement. Union to be provided with ten (10) copies and eight (8) original signature copies and an electronic copy.

Signed at **Toronto** this 30th day of March **2022**.

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# SCHEDULE A – WAGES AND JOB CLASSIFICATIONS

## SALARIED STAFF

### Wage Grid for Salaried Staff

Effective: July 1, 2021									
1% ATB									
1-Jul-21	0	1	2	3	4	5	6	7	8
1	34984	36384	37839	39353	40533	41750	43001	43862	44739
2	37148	38634	40179	41787	43040	44331	45661	46575	47506
3	39445	41024	42663	44371	45703	47073	48486	49455	50445
4	41884	43560	45302	47116	48529	49984	51484	52512	53563
5	44474	46254	48103	50028	51529	53075	54668	55760	56876
6	47227	49116	51078	53121	54716	56358	58047	59210	60392
7	50144	52152	54238	56405	58098	59843	61636	62868	64127
8	53245	55376	57590	59895	61690	63542	65448	66758	68093
9	56538	58799	61152	63597	65507	67470	69492	70884	72301
10	60035	62436	64933	67531	69556	71644	73794	75268	76775
11	63746	66297	68947	71705	73857	76072	78355	79923	81521
12	67689	70397	73213	76140	78426	80778	83202	84865	86563
13	71873	74750	77740	80848	83274	85774	88346	90114	91914
14	76319	79370	82545	85847	88423	91076	93808	95684	97597
15	81037	84278	87651	91156	93890	96707	99611	101601	103633
16	86048	89489	93071	96793	99696	102688	105770	107883	110042
17	91371	95024	98825	102779	105861	109038	112309	114556	116846
18	97020	100901	104936	109135	112409	115780	119254	121638	124071
19	103019	107140	111425	115882	119358	122941	126628	129161	131743
20	109391	113764	118316	123049	126740	130541	134460	137148	139890



<b>Effective: July 1, 2022</b>									
<b>1% ATB</b>									
<b>1-Jul-22</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>1</b>	35334	36748	38217	39747	40938	42168	43431	44300	45186
<b>2</b>	37520	39021	40581	42205	43471	44774	46118	47041	47982
<b>3</b>	39839	41435	43090	44815	46160	47544	48971	49950	50949
<b>4</b>	42303	43996	45755	47587	49014	50484	51999	53037	54099
<b>5</b>	44919	46717	48584	50529	52044	53605	55215	56317	57445
<b>6</b>	47699	49607	51589	53653	55264	56922	58627	59802	60996
<b>7</b>	50645	52674	54780	56969	58679	60441	62252	63497	64768
<b>8</b>	53778	55929	58166	60494	62307	64177	66102	67425	68774
<b>9</b>	57103	59387	61763	64233	66162	68145	70187	71593	73024
<b>10</b>	60636	63061	65583	68207	70252	72360	74532	76020	77542
<b>11</b>	64384	66959	69636	72422	74595	76832	79139	80722	82337
<b>12</b>	68366	71101	73945	76902	79210	81586	84034	85713	87428
<b>13</b>	72592	75497	78517	81656	84107	86632	89229	91015	92834
<b>14</b>	77082	80164	83371	86705	89307	91986	94746	96641	98573
<b>15</b>	81848	85121	88527	92068	94829	97674	100607	102617	104669
<b>16</b>	86909	90384	94002	97761	100692	103715	106827	108962	111142
<b>17</b>	92284	95974	99813	103807	106920	110128	113432	115701	118014
<b>18</b>	97990	101910	105986	110226	113533	116938	120446	122855	125312
<b>19</b>	104049	108212	112539	117041	120552	124170	127894	130452	133061
<b>20</b>	110485	114901	119499	124280	128007	131847	135805	138520	141289

## Notes to Wage Grid for Salaried Staff and Hourly Paid Staff

1. Active employees in jobs placed on the salaried wage grid will move up at least one step on the wage grid each July 1<sup>st</sup>, until they reach the maximum pay rate.
2. Where an employee is appointed to a classification in a higher salary grade, the employee's salary will be increased to the salary step in the higher salary grade closest to, but at least three percent (3 %) more than, the employee's salary in the lower grade. 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 lesser than, the employee's salary in the higher grade.
3. Newly-hired or promoted 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 grade placement for promoted employees as per (1) above).

4. The University can, in its sole discretion, move employees through the grid at an accelerated rate.
5. For the purposes of retention, recruitment, skill shortage, or to recognize an employee's extraordinary effort and/or contribution, the University may, in its sole discretion, make lump sum payments to an employee 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.
6. University decisions with respect to paragraphs (2), (3) or (4) 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 (2) or (3) or any payments as per paragraph (4).
7. The University will, on a quarterly basis, advise the Union in writing of any grid placements as per paragraphs (2) or (3) above or any payments as per paragraph (4) above.

## HOURLY PAID STAFF Wage Grid

**1-Jul-21**

**1% ATB**

Pay Bands	Job Class	Hiring Rate Probationary Rate (1 to 60 working days)	Step 1 Confirmed Rate (after 60 active working days for full time or after 480 hours worked for part-time employees)	Step 2 After 1 year for of full-time employment, or equivalent hours for part-time employees (2080 hours including vacation & authorized leaves)
1	Dishwasher/Porter Mailroom Clerk	\$17.90	\$19.33	\$21.65
2	Food Service Production Housekeeper Cashier Cleaner-Food Services Cook Apprentice	\$19.15	\$20.69	\$23.18
3	Printer Groundskeeper	\$20.11	\$21.72	\$24.33
4	Cook/Baker Reception/Residence Front Desk Day/Evening	\$21.32	\$23.03	\$25.78
5	Maintenance Helper Building Services Technician Reception/Residence Front Desk Overnight	\$22.58	\$24.39	\$27.33
6	Handyperson Lead Hand Food Service Nightwatch AV Support- Mailroom Lead Hand Housekeeper	\$23.95	\$25.87	\$28.97

Pay Bands	Job Class	Hiring Rate Probationary Rate (1 to 60 working days)	Step 1 Confirmed Rate (after 60 active working days for full time or after 480 hours worked for part-time employees)	Step 2 After 1 year for of full-time employment, or equivalent hours for part-time employees (2080 hours including vacation & authorized leaves)
7	Building Operator	\$25.38	\$27.40	\$30.70
8	Lead Hand Nightwatch Lead Hand Residence Front Desk	\$26.91	\$29.05	\$32.55
9	Lead Hand Groundskeeper First Cook Locksmith	\$28.53	\$30.81	\$34.50
10	Sous Chef	\$30.24	\$32.65	\$36.58
11	Tradesperson (Electrician/HVAC/ Plumber/Carpenter)	\$32.05	\$34.61	\$38.76
12		\$33.98	\$36.69	\$41.09
13	Lead Hand Tradesperson	\$36.00	\$38.89	\$43.55
14		\$38.15	\$41.22	\$46.16
15		\$40.45	\$43.69	\$48.93
16		\$42.89	\$46.33	\$51.88
17		\$45.46	\$49.10	\$54.99
18		\$48.18	\$52.04	\$58.29
19		\$51.07	\$55.16	\$61.79
20		\$54.14	\$58.47	\$65.49

**1-Jul-22**  
**1% ATB**

<b>Pay Bands</b>	<b>Job Class</b>	<b>Hiring Rate Probationary Rate (1 to 60 working days)</b>	<b>Step 1 Confirmed Rate (after 60 active working days for full time or after 480 hours worked for part-time employees)</b>	<b>Step 2 After 1 year for of full-time employment, or equivalent hours for part-time employees (2080 hours including vacation &amp; authorized leaves)</b>
1	Dishwasher/Porter Mailroom Clerk	\$18.08	\$19.52	\$21.86
2	Food Service Production Housekeeper Cashier Cleaner-Food Services Cook Apprentice	\$19.34	\$20.90	\$23.41
3	Printer Groundskeeper	\$20.31	\$21.94	\$24.57
4	Cook/Baker Reception/Residence Front Desk Day/Evening	\$21.53	\$23.26	\$26.04
5	Maintenance Helper Building Services Technician Reception/Residence Front Desk Overnight	\$22.81	\$24.64	\$27.60
6	Handyperson Lead Hand Food Service Nightwatch AV Support- Mailroom Lead Hand Housekeeper	\$24.19	\$26.13	\$29.25

Pay Bands	Job Class	Hiring Rate Probationary Rate (1 to 60 working days)	Step 1 Confirmed Rate (after 60 active working days for full time or after 480 hours worked for part-time employees)	Step 2 After 1 year for of full-time employment, or equivalent hours for part-time employees (2080 hours including vacation & authorized leaves)
7	Building Operator	\$25.64	\$27.68	\$31.01
8	Lead Hand Nightwatch Lead Hand Residence Front Desk	\$27.18	\$29.34	\$32.87
9	Lead Hand Groundskeeper First Cook Locksmith	\$28.81	\$31.12	\$34.85
10	Sous Chef	\$30.54	\$32.97	\$36.95
11	Tradesperson (Electrician/HVAC/ Plumber/Carpenter)	\$32.37	\$34.96	\$39.15
12		\$34.32	\$37.06	\$41.50
13	Lead Hand Tradesperson	\$36.36	\$39.28	\$43.98
14		\$38.53	\$41.63	\$46.62
15		\$40.85	\$44.13	\$49.42
16		\$43.32	\$46.79	\$52.39
17		\$45.91	\$49.59	\$55.54
18		\$48.67	\$52.56	\$58.88
19		\$51.58	\$55.71	\$62.41
20		\$54.68	\$59.05	\$66.15

## **SCHEDULE B – BENEFITS**

### Long-Term Disability Plan

The University agrees to contribute 80% of the billed rates of premiums for employees participating in the University Long-Term Disability Plan for Members of the Academic and Administrative Staff in effect on May 16, 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.

### Group Life and Survivor Income Plan

The University shall continue to contribute 100% 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 Group Life and Survivor Income Plan for Members of the Academic and Administrative Staff in effect on May 16, 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.

### Dental Care Plan

U of T settlement on dental i.e. ODA one year lag.



The University agrees to contribute 80% of the billed rates of premiums for employees participating in the University Dental Care Plan in effect on May 16, 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. Participation in the Dental Care Plan is optional for eligible part-time employees, as detailed in the Plan. 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 May 16, 2000.

#### Extended Health Care Plan

The University agrees to contribute seventy-five percent (75%) of the billed rates of premiums for employees participating in the University Extended Health Care plan in effect on May 16, 2000. Participation in the Extended Health Care Plan is optional for eligible part-time employees, as detailed in the Plan.

#### Semi-Private Hospital Accommodation Plan

The University agrees to contribute 75% of the billed rates of premiums for employees participating in the University Semi-Private Hospital Accommodation Plan in effect on May 16, 2000. Participation in the Extended Health Care Plan is optional for eligible part-time employees, as detailed in the Plan.

### Joint Membership Plan

The University agrees that employees are eligible for membership in the Joint Membership Plan for staff of the University in effect on May 16, 2000 subject to the provisions established with respect to such membership.

### Vision Care Plan

The University agrees to contribute 50% of the billed rates of premiums for employees participating in the University Vision Care Plan in effect on May 16, 2000. Increase coverage for eligible eyewear to a combined maximum of \$400/24 months effective July 1, 2015. Coverage for eye exams to a maximum of \$90/24 months.

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. Participation in the Vision Care Plan is optional for eligible part-time employees, as detailed in the Plan. Participating members who cancel coverage will not be allowed to rejoin the plan.

### Employee Assistance Program

The University agrees to contribute 100% of the billed costs associated with an Employee Assistance Program. This Program will be available to all members of staff of

the University including members of the USW bargaining unit.

### Change in Benefit Plans/Carrier

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

## **SCHEDULE C – PENSIONS**

Eligible employees can participate in the Victoria University General Pension Plan. The University will administer the Plan in accordance with the terms and conditions of the Plan.

### Amendments to Pension Plan - Effective November 1, 2014

#### Formula

Increase employee contribution from 6.0% of earnings to 6.4% of earnings up to YMPE.

Increase employee contribution from 7.0% of earnings to 8.4% of earnings above the YMPE.

### Amendments to Pension Plan - Effective July 1, 2015

#### Formula

Increase employee contribution from 6.4% of earnings to 6.8% of earnings up to YMPE.

Above the YMPE- unchanged.

## Amendments to Pension Plan- Effective June 30, 2017

### Formula

Increase employee contributions from 6.8% of earnings to 7.7% up to YMPE.

Increase employee contributions from 8.4% of earnings to 9.5% of earnings above the YMPE.

### Early Retirement

Unreduced pension, age 60, age plus active service greater than or equal to 80.

### Committee

Joint committee to review Plan matters in the future.

### Retiree Benefits

All new employees hired on or after January 1, 2015 must have a minimum of ten (10) years of service and must be in receipt of a monthly pension from Victoria University Pension Plan in order to be eligible to participate in the retiree benefits made available by Victoria University at the time of retirement.

## **SCHEDULE D-CASUALS**

Agreed as follows:

All terms and articles detailed in the Collective Agreement **do not apply** to employees hired as Casuals, save and except for:

Article 1 - Purpose of Agreement

Article 2.01- Recognition and Scope

Article 2.04 - Employee Categories-Casual Employees

Article 3 - Relationship

Article 4 - Management Rights

Article 5 - No Strike or Lock outs

Article 6 - Union Security

Article 7 - Union Representative

Article 9 - Grievance Procedure

Article 10 - Discharge and Discipline

Article 11 - Arbitration

Article 12 - Probationary Employees, Seniority, Job Vacancies, Term Employee, Reduction in the Workforce and Layoff, 12.01 and 12.02 (h only)

Article 12.03 - Job Vacancies (postings)

Article 12.04 - Term Vacancies

Article 16- Union Representation

Article 19 - Payment for Injured Workers

Article 21 - Safety and Health  
Article 24.03 - Payment by Direct Deposit  
Article 25.02 (a) - Hours of Work and Overtime  
Article 25.03  
Article 25.04 - No Pyramiding  
Article 25.05  
Article 26.01 - Use of singular/plural  
Article 29 - Termination of Agreement  
Article 32- Emergency Closures  
Article 33 - Campus Mail  
Article 34- Collective Agreement Distribution  
Letter of Intent - Complaints Based on Alleged Breach of  
the University's Statement on Harassment and Violence  
in the Workplace  
Letter of Intent - Coaching Letters  
Letter of Intent - Domestic Violence  
Letter of Intent - Workplace Investigations - Shared  
Values, Preventative Efforts and Workplace Restoration -  
Human Resources Guideline on Civil Conduct  
Letter of Intent - Equity Language for Job Postings  
Letter of Intent - Alternative Work Arrangements  
Letter of Intent - Victoria University Operations

#### Postings for Job Vacancies

Casual positions are not required to be posted.

## Vacation Pay for Casual Employees

Casual Employees will receive vacation pay of four (4%) percent of gross earning as vacation pay regularly on a bi-weekly basis.

## Public Holidays

Casual employees shall, if they qualify, be paid holiday pay based on the holidays listed in the *Employment Standards Act of Ontario* in effect at the time of the holiday.

## Wages

Where the employee is assigned by the University to perform a significant portion of the duties of a full-time or part-time position, the casual will be paid at the hiring rate of the wage grid for that position. Casuals will be paid no less than:

July 1, 2020 \$15/hour

## **APPENDIX A – SEVERANCE PAY**

Employees who are laid off in excess of fourteen (14) calendar days may choose termination and loss of all seniority rights, in which case the employee will receive the enhanced severance pay set out below or at the

expiration of the employee's seniority due to layoff, the employee will receive the severance pay set out below.



## Schedule of Severance Pay

Continuous Years of Service at Date of Layoff	Severance Pay on Expiration of Seniority Rights in weeks	Enhanced Severance Pay Effective the Date of Layoff (in weeks)
0	0	0
1	0	2
2	0	4
3	1	6
4	2	8
5	6	12
6	7	14
7	8	16
8	9	18
9	10	20
10	11	22
11	12	24
12	13	26
13	15	28
14	17	30
15	19	32
16	21	34
17	23	36
18	25	38
19	27	40
20	29	42
21	31	44
22	33	46
23	35	48
24	37	50
25	39	52
26	41	54
27	43	54
28	45	54
29	47	54
30	52	54
31+	52	54

## APPENDIX B – HOLIDAYS

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

### July 1, 2021 to June 30, 2022

Canada Day	Thursday, July 1, 2021
Presidential Day	Friday, July 2, 2021
Civic Holiday	Monday, August 2, 2021
Labour Day	Monday, September 6, 2021
Thanksgiving Day	Monday, October 11, 2021
Christmas/New Year	-Wednesday, December 22, 2021 to
	Friday, December 31, 2021 inclusive
Family Day	Monday, February 21, 2022
Good Friday	Friday, April 15, 2022
Victoria Day	Monday, May 23, 2022
Presidential Day	Thursday, June 30, 2022

### July 1, 2022 to June 30, 2023

Canada Day	Friday, July 1, 2022
Civic Holiday	Monday, August 1, 2022
Labour Day	Monday, September 5, 2022
Thanksgiving Day	Monday, October 10, 2022
Christmas/New Year	-Wednesday, December 21, 2022 to
	Sunday, January 1, 2023 inclusive*

Family Day	Monday, February 20, 2023
Good Friday	Friday, April 7, 2023
Victoria Day	Monday, May 22, 2023

paid leave days on which the University will be closed.

## **APPENDIX C – EMPLOYEE CHILD CARE BENEFIT PLAN**

1. Members with a dependent child under the age of seven (7) 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 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 makes 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 \$2,300 per child effective January 1, 2015 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 \$2,300 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 The value of the annual eligible claims under this plan shall not exceed \$30,000.00. If, in any given year, the value of the eligible claims under this plan is greater than \$30,000.00, all claims will be reimbursed on a pro-rated basis.

## **LETTER OF UNDERSTANDING – UNION MEETINGS**

Provided the University is able to meet its operational requirements, employees will be given time off (not to exceed two (2) hours) with no loss of regular straight time pay to attend one general Membership meeting of the Local Union.

Whenever practicable, the Union will advise the University the date of the meeting no later than four (4) weeks prior to the meeting. In the event that the University is not provided with four (4) weeks notice, release of employees to attend such meetings shall be subject to operational and safety considerations.

For two other general membership meetings held each year during normal business hours, provided the University is able to meet its operational requirements, employees will be given time off (not to exceed two (2) hours) up to two (2) times per year to attend general Membership meetings of the Local Union. Employees shall be given the opportunity to make up such hours at times mutually agreed to between the employee and the University.

Provided the Union gives the University sufficient advance notice to schedule the room, the Union may use the University meeting room at no cost for general Membership meetings of the Local Union.

### **LETTER OF INTENT – EDUCATIONAL ASSISTANCE**

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

## Introduction

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

## Terms of Reference

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

## Eligibility

Bargaining unit employees whether full-time, part-time of twenty-five (25) percent or more are eligible. In the case of part-time staff members, the funding is pro-rated in accordance with the part-time appointment.

## Provisions

1. One hundred (100) percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking:

- (a) a University of Toronto or Ontario Institute for Studies in Education degree course, up to and including the Master's level, flex-time Ph.D. programs and part-time doctoral studies. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and two (2) full courses during the Summer session and reimbursement will be limited to the equivalent general Arts and Science course tuition fee. For Master's level programs, flex-time Ph.D. programs and part-time doctoral studies, the tuition waiver shall be limited to a maximum of \$2,500 per academic year. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining program fee or \$2,500 per year, so long as the employee has already received a tuition waiver under this policy; or
- (b) a University of Toronto course taken as part of the "academic bridging" program; or
- (c) a University of Toronto course taken as a "special student"; or



- (d) a diploma or certificate program offered through Woodsworth College or other University of Toronto academic divisions, for which students are registered as University of Toronto students and receive diplomas at Convocation in accordance with the University Policy on Diploma and Certificate Programs. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and two (2) full courses during the summer session and reimbursement will be limited to the equivalent general Arts and Science course tuition fee; or
- (e) those courses offered by the School of Continuing Studies that are work or job related, up to a maximum of \$750 per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of \$350 per course, with a combined maximum 4 courses per academic year.

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

hours worked under this arrangement will be paid at straight time (i.e., no overtime).

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:

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

## **LETTER OF INTENT-TUITION WAIVER FOR DEPENDANTS**

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.

### Introduction

In order to assist staff members who have dependants of University age 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 a 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 to be waived under this policy.

For the purposes of this policy:

"Dependant" shall include the natural, legally adopted, step or foster child, spouse, or same sex partner of an

eligible staff member 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 Relationships 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. 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 programs.

Student: 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 enrolled in these programmes 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 program 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 Academic Bridging Programme. The waiver is not applicable to programmes which require the completion of any prior undergraduate courses. 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.

### Procedures

On receiving acceptance, a Tuition Waiver form should be completed in duplicate. The staff member requires approval from the Human Resources Office by mail or in person to certify that the employee is eligible for the Tuition Waiver as requested. The approved Tuition Waiver is returned to the staff member who will keep one copy and present one copy to the appropriate fees office.

### Administration of this Policy

Questions concerning this policy should be directed to the Human Resources Department.

## **LETTER OF INTENT- HOURS OF WORK**

No employee in the bargaining unit in a Full-Time Category A position on the date of the ratification of this renewal Collective Agreement will be moved from Full-Time Category A to Full-Time Category B, unless requested by the employee and agreed upon by the University.

## **LETTER OF AGREEMENT– SHIFT SCHEDULES**

In order to address concerns about shift schedules in which employees may work more than five (5) continuous shifts in a two (2) week period, the University agrees to meet with the Union to endeavour to develop alternative shift schedules. The schedules must provide the coverage required by the University, must not result in the payment of overtime premiums and the employees affected agree.

## **LETTER OF INTENT - PENSION BRIDGING BENEFIT**

The University will provide for a bridging benefit for employees who retire before age 65 during the period from July 1, 2021 until June 30, 2023 under the provisions of Article 8 of the University's Pension plan as follows:

A "bridge benefit" will be payable equal to 0.5% of Final Average Earnings up to the YMPE times pensionable

service. The "bridge benefit" is payable until the earlier of the first of the month in which the participant reaches age sixty-five (65) or the first of the month in which the participant dies. The bridge benefit is subject to the cost of living adjustments ("indexation").

### **LETTER OF AGREEMENT- PART-TIME WORKING TWENTY-FOUR (24) HOURS OR LESS PER WEEK**

The parties confirm the understanding that the share of the premiums covered by the employer for part-time employees is based on the part-time employees' FTE, for all benefits outlined in Schedule B.

In cases where the hours are fluctuating or indeterminate, a part-time employees' FTE may be calculated using a twelve (12) month averaging; where one hundred percent (100% ) of FTE is based on two thousand and eighty (2,080) hours per year for hourly staff and one thousand seven hundred and sixty (1,760) hours per year for salaried staff. Such situations will be reviewed on a case by case basis.

### **LETTER OF UNDERSTANDING – STAFF REPRESENTATION ON THE BOARD OF REGENTS**

Victoria University administrative staff are represented by one staff member on the Board of Regents. All eligible employees, including but not limited to members of

USW, are entitled to fully participate in the nomination and election process. The elected staff member will serve on the Board of Regents in accordance with the terms of the Victoria University Act.

### **LETTER OF UNDERSTANDING – CAREER TRANSITION SERVICES FOR EMPLOYEES ON INDEFINITE LAYOFF**

The University will pay for employees who are indefinitely laid off to have access to the University of Toronto's Career Transition Services, which may include career counseling, computer skills, training support, resume preparation, and external job search support.

### **LETTER OF UNDERSTANDING – RESIDENCE LIFE AND CAMPUS LIFE LIVE-IN STAFF DISCUSSION TO REVIEW**

Within sixty (60) days of ratification of the 2021-2023 Collective Agreement, the University and the Union agree to discuss issues associated with the existing *Letter of Understanding – Residence Life and Campus Life Staff* including on-call and call-in remuneration and overtime. If the parties reach agreement on any amendments to the existing Letter, an amended Letter of Understanding will replace the previous one.

In the interim, the current *Letter of Understanding – Residence Life and Campus Life Staff* remains in place.



## **LETTER OF UNDERSTANDING – RESIDENCE LIFE AND CAMPUS LIFE STAFF**

This article does not apply to part-time employees working twenty-four (24) hours or less.

This letter of agreement concerns the positions of Residence Life Coordinator, Campus Life Coordinator, and Assistant Dean (Residence Life) (the "Residence Life and Campus Life Staff" .

In addition to their salaries under the collective agreement, some Residence Life and Campus Life staff receive compensation in the form of a taxable housing and parking benefit that provides them with housing and parking on campus throughout the calendar year. This benefit is compensation, inclusive of call-in and on-call pay, for Residence Life and Campus Life staff who are selected by the Dean of Students to work in a rotating on-call system, which provides twenty-four hour a day, seven day a week coverage for emergencies involving students in residence. Those staff who participate take turns being on-call, and create the on-call schedule themselves with the approval of the Dean of Students. During the periods when they are on-call, staff carry an emergency cell phone so that they can be reached at all times. On-call responsibilities are required of the staff only from the middle of August, when the residence dons return to campus for training, to mid-May, when students move out of residence.

Much of the required work of the Residence Life and Campus Life staff does not take place during the University's normal hours of business (9:00 am to 5:00 pm, Monday to Friday). The schedule for these positions is irregular as the staff must plan their work primarily in response to the needs of students, who do not maintain schedules that are consistent with the University's normal hours of business. In some cases, the Dean of Students will not be able to pre-approve work schedules and overtime for Residence Life and Campus Life staff, and these staff are expected to manage their overtime and to keep the Dean of Students apprised of their work schedules. Overtime is compensated by lieu time, earned on an hour for hour basis. Residence Life and Campus Life Staff are expected to manage their lieu time by working a reduced number of hours in slower periods by mutual agreement with the Dean of Students. Due to seasonal fluctuations in their work, Residence Life and Campus Life Staff regularly accumulate more than twenty-four (24) hours in their lieu time bank during busy periods, and regularly take periods of lieu time in excess of twenty-four (24) hours during slower periods by mutual agreement with the Dean of Students.

## **LETTER OF INTENT – RESIDENCE LIFE AND CAMPUS LIFE TAXABLE BENEFITS**

This letter of agreement concerns the positions of Residence Life and Campus Life staff who live on campus. These employees are, in addition to their regular salaries, provided with on-campus housing and parking,

which are treated as a taxable benefit. This means that such employees are provided with on-campus housing and are not charged for their living space but are required to pay income tax to the Canada Revenue Agency on the value of the benefit. The University has applied and shall apply a 30% discount rate in recognition of the 'disruption factor' that is intrinsic to this arrangement.

In 2017, the University undertook an external market-value assessment of the relevant residence spaces, and taxable benefits were charged accordingly. No follow-up market value assessment will be undertaken until after June 30, 2023. Thereafter, any updated market value assessment of a residential unit may be undertaken only when the previous assessment is five years old or greater. Notwithstanding the foregoing, a market value assessment may be undertaken at any time as directed by the Canada Revenue Agency. In either case, if it is the case that a market value assessment results in the reduction of the employee's net total compensation, in consultation with the Union, the University will make arrangements to offset the differential in the same pay period as the differential takes effect.

The assessed market value is updated annually by an amount equal to the Consumer Price Index (Toronto) amount for the month of May each year, and will be implemented on July 1 of that year. The University will issue by July 19 an annual report to each Dean's Office employee living on campus that states the current value of their accommodation taxable benefit, the pending annual

increase and the new value of their taxable accommodation benefit after the annual increase.

The University and the Union agree that going forward, when a new employee is hired into a position that requires them to live on campus, they will be made aware, in their offer of employment, of the value and the terms of their taxable benefit.

## **LETTER OF INTENT – SUMMER HOURS FOR SALARIED STAFF**

This article does not apply to part-time employees working twenty-four (24) hours or less.

The conditions under which the University offers a reduction in working hours in the summer are as follows:

1. Normal business hours and levels of service are to be maintained.
2. The Department Head/Manager has the discretion to determine whether a 4-day, condensed work week is practical for the work unit. If the Manager determines that the 4-day week is not practical, a 5-day work week will continue with reduced hours. (For details see #6 below.) Management shall exercise its discretion in a reasonable manner that is not arbitrary, discriminatory or in bad faith.

The Department Head/Manager of each Office/Unit will advise their staff as to which summer hours program the office will follow by providing notification by March 31st. Salaried administrative staff will then work in accordance with the rules for the program that their office is following. The two systems (i.e. "condensed 4-day week" and "regular hours, "5-day week program") may not be combined by an employee.

3. Employees and managers are jointly responsible for monitoring and recording hours worked.
4. The Condensed, 4-Day Work Week
  - a) The four-day work week schedule will begin on the Tuesday following the Victoria Day long weekend, and will end on the Friday prior to the Labour Day weekend.
  - b) Each week in this period, including weeks containing Statutory Holidays, will have four working days.
  - c) The average working day during this period will be 7-3/4 hours, and the average work week will be 31 hours.
  - d) Staff are to begin their hours of work between 8:00 a.m. and 9:00 a.m. and are to end their daily work between 4:00 p.m. and 6:00 p.m.

- (e) All staff will take a lunch period of one hour each day.
  - f Staff will work 4 full days each week. Staff members and their Managers will discuss requests for flex days in advance of the week in which the day off is to be taken. The manager will advise each staff member of their day off once they know of each staff member's request and has considered these requests in relation to the anticipated workload of the office. Staff will not be permitted to take less than a full day as a flex day.
5. When a Condensed, 4-Day Week is not Practical

When a condensed, 4-day work week is determined by the Department Head to be impractical, staff will work from 9:00 a.m. to 5:00 p.m. on a 5-day per week basis from the Tuesday after Victoria Day to June 30, and from 9:00 a.m. - 4:00 p.m. on a 5-day per week basis from July 1 to the Friday before Labour Day. The regular schedule will resume on the Tuesday after Labour Day.

6. Hours Of Service

Although some operations may not be personally attended at all times, public service (i.e., reception, telephone answering and response to public enquiry must be maintained throughout each day in accordance with regular departmental practice.

## 7. Time Recording

Since both hours worked per day and the specific days worked will be flexible to some extent under this system, it is the responsibility of individual staff members and their supervisors to maintain an accurate record of time worked. All employees who participate in the 4-day summer work week must record hours accumulated each day.

Hours will be accounted for at the end of each month. At this time a summary of hours worked will be updated for each staff member.

Each staff member is responsible for the recording of their hours on the Attendance Record form and the Department Head for recording them on the Monthly Hours Summary Sheet.

## 8. Vacation Time

A four-day work week on the flex-hours schedule will be equivalent to a regular five-day work week for vacation purposes. On a daily basis, one day of summer four-day week time is equivalent to one and one-quarter days of regular five-day week work time.

## **LETTER OF INTENT - LICENSING FEES**

The cost of job required licensing fees will be reimbursed by the University.

## **LETTER OF INTENT- VICTORIA UNIVERSITY OPERATIONS**

It is the University's view that services to members of our community are best provided by our employees. Victoria University confirms that no discussions have taken place on terminating or outsourcing current business operations and services. In contrast, the University continues to invest in its employees, infrastructure and improving in-house services, and we constantly review best practices in this industry for the provision of high quality campus services. No plans exist at this time to bring in third party contractors to provide such services.

It is understood that if such discussions take place in the future, the University shall engage in a dialogue with the union as soon as practicable but in advance in order to explain the rationale and provide the union an opportunity to comment. The union's input will be considered in good faith by the University.



## **LETTER OF INTENT – COMPLAINTS BASED ON ALLEGED BREACH OF THE UNIVERSITY’S STATEMENT ON HARASSMENT AND VIOLENCE IN THE WORKPLACE**

As detailed in Victoria University's "Statement on Harassment and Violence", Victoria University believes that members of its community have a right to work, learn and live in an environment that is free of violence and harassment. Accordingly, behavior which falls under this description will not be tolerated by the University. In view of the goals of the Statement, both parties are committed to informal resolution wherever practicable.

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

### **USW/USW Investigations**

In situations of a formal complaint that in the University's view requires investigation under the "Statement on

Harassment and Violence in the Workplace" and where both the Complainant and the Respondent are USW members, and where no members of any other employee group is either a Complainant or a Respondent (a USW/USW investigation), the investigation will be jointly conducted by the Union and the University to the extent set out below:

- As soon as reasonably practicable upon receiving a formal written complaint identifying conduct alleged to constitute a breach of the "Statement on Harassment and Violence in the Workplace", the University will develop the mandate for an investigation and provide it to the Union.
- The Union and the University will each appoint an investigator as soon as they receive the mandate, and notify each other of the name of the investigator.
- The Union and University investigators will meet as soon as practicable after being given the mandate and will agree on an investigation process. If there is no agreement, the University process shall be followed with due regard for USW input.
- The Union and University investigators will jointly meet with and interview the Complainant,

the Respondent, and any witnesses who are USW members.

- Either party may assign one other individual to attend interviews with its investigator, which in the case of the Union may be another Union representative if representation is requested by the employee.
- The University investigator will meet with and interview non-USW member witnesses, and will provide the Union investigator with a summary of the material evidence provided by the non-USW member witnesses.
- The Union and University investigators will meet when the investigation is complete and attempt to reach a joint conclusion on the allegations.
- If the mandate for the investigation included the production of a written report, the University investigator will write the report which will be reviewed by the Union investigator. Where the investigators are not in agreement on the content of the report, the Union investigator may provide a supplementary report.

If, during the course of the investigation, the University and or Union investigators discover related or unrelated

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

#### Pre-Investigation Meeting

In non USW/USW investigations, one representative of the Union will be given an opportunity to meet with the investigator at the beginning of an investigation into allegations by and or against a member of the USW bargaining unit in order for the investigator to advise the Union of the process the employee intends to follow, and in order for the Union to provide input into the process, including who the Union believes should be interviewed.

#### Investigation Outcome

In non USW/USW investigations, one representative of the Union will be given an opportunity to meet with the investigator at the conclusion of the investigation in order to discuss the outcome of the investigation.

If the results of an investigation are not satisfactory to either party, a grievance may be filed at Step Two as detailed in 3.09 of the Collective Agreement.

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

The University agrees to grant a paid leave of absence for up to three (3) days for one (1) member of the bargaining unit to attend a co-investigation/civility training course during the course of this collective agreement, at the time that is operationally feasible for the department.

Bargaining unit employees who serve as co-investigators or are representing members in civility complaints will suffer no loss of regular straight time pay for time required to carry out their responsibilities.

NOTE: This Letter of Intent is not applicable to allegations or complaints of Sexual Harassment under the collective agreement or the University's Sexual Harassment Policy.

**LETTER OF INTENT – WORKPLACE INVESTIGATIONS – SHARED VALUES, PREVENTATIVE EFFORTS AND WORKPLACE RESTORATION – HUMAN RESOURCES GUIDELINE ON CIVIL CONDUCT**

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

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

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

An employee who has been involved in an early and/or informal resolution process that was unsuccessful may file or pursue a formal complaint pursuant to applicable policies and guidelines. Notwithstanding the option of alternative methods to resolve a workplace situation, the complainant maintains the right at any time to file a formal complaint under Article 3 and Letter of Intent: Complaints Based on Alleged Breach of The University's Statement on Harassment and Violence in the Workplace, at which time the informal resolution process will cease.

The University understands the importance of mental health supports for parties involved in a complaint process and makes them available as applicable.

Employees may request interim arrangements while a complaint is being addressed, which the University will

consider in accordance with relevant policies and the Collective Agreement. The University may explore workplace restoration after an investigation has taken place, where appropriate, in order to assist the parties to an investigation and their department(s) in fostering a return to a healthy, respectful, and productive workplace.

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

### **LETTER OF INTENT- COACHING LETTERS**

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

Coaching letters shall be removed from the employee's file when twelve (12) months of active employment (i.e., days actually at work at the University) have elapsed since the date of issue. For clarity, a new coaching letter may be issued at any time.

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



## **LETTER OF INTENT – ALTERNATIVE WORK ARRANGEMENTS**

Victoria University will develop guidelines and procedures for alternative work arrangements, to be adopted no later than July 31, 2022 and implemented no later than August 31, 2022. Following the implementation of these guidelines, employees may submit requests for alternative work arrangements under the University's guidelines for alternative work arrangements as they may exist and change from time to time. It is understood that such arrangements, in and of themselves, do not trigger overtime or a change in FTE.

Once the University has completed their guidelines (to be done no later than July 31, 2022), the parties shall meet so that the Union has an opportunity to give feedback to the University on the guidelines document and to discuss the details of the implementation of the Alternative Work Arrangements Program.

The University's decision to grant or deny a request for alternative work arrangements shall be based on reasons of departmental operational efficiency, service effectiveness, and the University's guidelines for alternative work arrangements. It is understood that such arrangements may not be suitable operationally in some

work units and/or for certain positions, and that the design and approval of all arrangements is a matter for University discretion. It is further understood that such arrangements shall be approved or denied in a manner such that is not arbitrary, discriminatory or in bad faith.

### **LETTER OF INTENT – CREATION OF A ONE-TIME ONLY EDUCATION AWARDS FUND**

- The University will remit \$7,695 before June 30, 2022 to the Union for the establishment of a one-time only education awards fund.
- The fund will be used for the benefit of dependents of bargaining unit members attending postsecondary institutions (not limited to U of T .
- Terms, conditions and disbursement to be determined by the Union.

### **LETTER OF INTENT – EQUITY LANGUAGE FOR JOB POSTINGS**

When Victoria University posts a job that is in the USW bargaining unit, the following language is included on every posting:

*“Victoria University is committed to equity in access to employment and a diverse and inclusive workplace. The University encourages applications from racialized persons/persons of colour, women, Indigenous peoples, persons with disabilities, LGBTQ persons, and others who may contribute to the further diversification of ideas.”*

The University is committed to this practice, and to the principles of equity, diversity and inclusiveness that it communicates, and will continue to include this language when posting positions in the USW bargaining unit.

## **LETTER OF UNDERSTANDING- DOMESTIC VIOLENCE**

The University and the Union agree that all employees have the right to be free from domestic violence. The University recognizes the importance of providing timely and flexible assistance and support to employees experiencing domestic violence. Such assistance and support must be specific to individual needs.

Accommodation and support that may be considered include but are not limited to leaves of absence under various provisions of this Collective Agreement and access to campus and community support, including Human Resources, the Employee Family Assistance

Program (EFAP), the Community Safety Office and the Sexual Violence Prevention and Support Centre, if applicable.

## **LETTER OF AGREEMENT- IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES**

During the 2017 round of collective bargaining, the parties discussed amendments to the Employment Insurance (EI) Act reducing the waiting period to receive benefits under the EI Act for two weeks to one week for pregnancy and parental leaves, as well as the impact of that reduction on the payment made by the University to employees taking pregnancy, parental, and primary caregiver leave under the collective agreement.

Under the terms of the collective agreement in effect up to the 2017 round of negotiations, the University compensated employees taking pregnancy leave, parental leave, and primary caregiver leave at 95% of the weekly salary for the two week waiting period for the pregnancy or parental leave benefits. Therefore, the legislative changes result in the elimination of one week of leave with 95% of salary for such employees.

The parties agree that an employee who is entitled to and provided with salary during the one-week waiting period and top-up pursuant to Article 13.06 (b), 13.07 (d) or 13.08 (a) will receive one paid week of leave ("Parental

Transition Week") immediately following the end of their EI pregnancy or parental leave (the end of their combined leaves for employees who take both pregnancy and parental leave). This Parental Transition Week will be in addition to the leave entitlements set out in Article 13.06 (a), 13.07 (a) and/or 13.08 (a).

During the Parental Transition Week, employees will be paid at 100 percent of the weekly salary, whereas the elimination week during the EI waiting period has been compensated at 95 percent.

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