MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(hereinafter referred to as “the University”)

-and-

THE UNITED STEELWORKERS, LOCAL 1998 – STAFF-APPOINTED BARGAINING UNIT
(hereinafter called “the Union”)

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The members of the parties’ respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.

2. The term of the renewal collective agreement shall be from July 1, 2023 to June 30, 2026.

3. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto.

4. The provisions of the collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, save and except where retroactivity is expressly provided for.

5. All attached items numbered 1 to 57 are incorporated.

FOR THE UNIVERSITY

FOR THE UNION
DATED AT TORONTO THIS 9TH DAY OF SEPTEMBER 2023
1) Across-the-Board (ATB) increases and adjustments to Schedule A: Salary Grid
   - July 1, 2023: 9.00% ATB increase to be applied to June 30, 2023 base salary
   - July 1, 2024: 2.00% ATB increase to be applied to June 30, 2024 base salary
   - July 1, 2025: 1.80% ATB increase to be applied to June 30, 2025 base salary
   - The July 1, 2023 increase will be retroactive only for those employees who are actively employed in the bargaining unit on the date of ratification.

2) Amend Article 13:12 to include one (1) additional paid Personal Leave day (for a total of five (5) days).

3) The University agrees to renew the provisions of the Early Retirement Bridge Benefit Outside of the Pension Plan for the following effective dates:
   - For retirements on or after November 30, 2023 up to and including May 31, 2026

   The Early Retirement Bridge Benefit Outside of the Pension Plan shall not apply to any Pension Plan member receiving a voluntary retirement or exit/severance incentive under any other program.

4) Amend Letter of Intent: Educational Assistance to increase University of Toronto graduate programs in paragraph 1. (a) by two hundred dollars ($200) to up to a maximum of three thousand two hundred dollars ($3,200) per academic year, and non-degree credit work-related courses in paragraph 1. (e) by fifty dollars ($50) to up to a maximum of eight hundred dollars ($800) per course.

5) Amend Article 13:15 to add "Family Caregiver Leave".


7) The value of eligible claims under the Child Care Benefit plan shall be increased from $1,000,000 to $1,100,000

8) Amend Letter of Intent: Uniforms, Faculty of Dentistry (as attached) to include reimbursement for licensing fees where required as a condition of their employment at the University.
Benefits

Effective November 1, 2023:

- Increase the combined maximum for Massage, Physiotherapy, Chiropractic, Naturopath, Osteopath, Acupuncturist, Homeopath & Occupational Therapist from $1,100 to **$1,300** per benefit year
- **Remove the overall maximum for hearing care and provide separate maximums for hearing aids and cochlear implants as follows:**
  - Increase the maximum for hearing aids from $500 to $800 per ear every 36 months
  - **Reimburse cochlear implants subject to reasonable and customary charges as determined by the benefits carrier every 36 months**
- Increase the maximum for prescription eyeglasses or contact lenses from $600 to $650 every 24 months
- Increase the combined maximum for Psychological, Master of Social Work or Psychotherapist from $2,700 to **$2,900 in year 1, $3,000 in year 2, $3,100 in year 3**
- Increase the dispensing fee for prescription drugs from up to $6.50 to up to $7.50
- **Increase Dental Major Services from $2,250 to $2,350**
- **Include anesthesia for basic dental services for dependent children under the age of 21, in accordance with the terms of the benefit plan**

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
(a) Notwithstanding the provisions of Article 2:01 (4) above, the following type of non-staff appointed employees covered by the USW Local 1998 Casual Collective Agreement will, if they satisfy the criteria set out in (1) or (2) below Article 2:02 of the USW Local 1998 Casual Collective Agreement, be deemed (i.e., "converted") to be non-probationary staff appointed employees covered by the terms and conditions of this Collective Agreement. The parties agree that the following types of employees are a specific and closed group to which no other non-staff appointed employees could be added, other than by the express written agreement of the parties to amend this Article, and the parties do not intend that an arbitrator has the jurisdiction to expand the type of employees beyond that specifically set out below:

(1) Persons who work in the same position with an appointment of forty (40) percent or more, or regularly work the equivalent or more in hours each week (i.e., fourteen and one-half (14.5) hours each week) in the same position for twenty-four (24) consecutive months will, at that time, become covered by the terms and conditions of this Collective Agreement.

(2) Persons who work in the same position with an appointment of sixty (60) percent or more, or regularly work the equivalent or more in hours each week (i.e., twenty-one and three quarters (21.75) hours each week) in the same position for eighteen (18) consecutive months will, at that time, become covered by the terms and conditions of this Collective Agreement.

(3) The following types of employees are not subject to Article 2:02 (1) and (2) above:

   (a) Employees who are full-time University of Toronto students registered in a degree programme.

(4) For the purposes of (1) and (2) above, authorized leaves of absence of less than twenty (20) working days, vacations, holidays, sessional layoffs of sessional employees or other University closings shall be deemed hours regularly worked.

The Union will copied on letters of conversion.

(b) Seniority for a non-staff appointed employee converted to staff-appointed status as per Article 2:02(a) Article 2:02 of the USW Local 1998 Casual Collective Agreement will be calculated based on the date the employee
commenced casual employment qualifying under Article 2:02 of the USW Local 1998 Casual Collective Agreement (i.e., normally after eighteen (18) or twenty-four (24) months prior to conversion).

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

For the purposes of the calculations in (1) and (2) above, full-time weekly hours of work is equal to thirty-six and one-quarter (36¼) hours.

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

(a) Continuing employees have no predetermined end date and hold positions that are considered by the employing unit as part of the staff complement of the unit.

(b) Sessional employees hold continuing positions for which the University requires staffing only during an academic session or part thereof, which may be up to eleven (11) months in length. These employees are on sessional layoff for the balance of the academic year.

(c) Term employees are hired for an initial appointment of at least six (6) months in length, the maximum period of consecutive term employment not to exceed twenty-four (24) months except in the case of full-time students. Each term appointment shall have a predetermined end date. In the case of term employees who are non-students, should the term(s) exceed a twenty-four (24) month period, then such employee shall become a "continuing" or "sessional" employee, as the case may be.

2:04 In the event a USW Local 1998 Casual bargaining unit position with regularly scheduled hours of work of at least fourteen and one-half (14½) hours or more per week exceeds twenty-four (24) consecutive months' duration, the position (other than those set out in 2:02(a)(3)(a) above of the USW Local 1998 Casual Collective Agreement, i.e., employees who are full-time University of Toronto students registered in a degree programme) will become a staff-appointed position covered by this Collective Agreement and shall be posted in accordance with Article 12:04, unless the incumbent qualifies for staff-appointed status as per Article 2:02(a)(4) and (2) of the USW Local 1998 Casual Collective Agreement.
NEW – add to end of Article 12:04(a):

Notwithstanding the provisions of this Article, in the case of an employee who is being converted pursuant to Article 2:02 of this Collective Agreement, the position into which they convert shall not be subject to the posting provisions in this Article upon their conversion.

For the University

For the Union

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The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
No Reprisal

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

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

Furthermore, every employee may raise questions, issues and/or concerns in respect of their own workload without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge.

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

For the University

[Signature]

For the Union

[Signature]

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Information – New Hires

3:14 On the date of hire, the University shall advise each new employee that a Union Agreement is in effect, provide them with information on union orientation and contact information for the Union. New members shall be allowed to meet with the Union for two and one half (2½) regular working hours with no loss of pay, at the beginning or end of the workday. This two and one half (2½) 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 on a quarterly basis.

(2) The University shall notify any new employee of the dates of the next scheduled meetings.

(3) If requested by the new employee, the University shall allow the employee to attend the meeting within the first four (4) six (6) months from the date of employment.

For the University

For the Union

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UoT & USW 1998 Staff-Appointed
7:05 Union Stewards, Chief Stewards, and civility co-investigators have regular duties to perform on behalf of the University; therefore, they will not leave their duties for the purpose of handling grievances and/or complaints under the Workplace Harassment Program, or attending disciplinary and other meetings as required by the University, and any other proceedings where there is a right to Union representation under this Collective Agreement, without obtaining the permission of their supervisor. Such permission shall not be unreasonably withheld.

7:06 The University agrees that Chairpersons, Stewards, members of the Grievance Committee, and civility co-investigators shall not suffer any loss of regular straight-time pay for time necessarily spent in the handling of grievances and/or complaints under the Workplace Harassment Program, or attending disciplinary and other meetings as required by the University, and any other proceedings where there is a right to Union representation under this Collective Agreement.

For the University

For the Union

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ARTICLE 8: NEGOTIATING COMMITTEE

8:01 The University agrees to recognize and deal with a Negotiating Committee of not more than twelve (12) bargaining unit employees, who have completed their probationary period, along with the Staff-Appointed Unit President, the Local Union President and the International Union Representatives: ten (10) candidates to be selected by the employees working at the St. George campus; one (1) candidate to be selected by the employees working at the Mississauga campus; and one (1) candidate to be selected by the employees working at the Scarborough campus.

For the University

For the Union

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ARTICLE 9: GRIEVANCE PROCEDURE

Informal Step

9:01 It is the mutual desire of the parties that complaints with respect to the application, interpretation, administration or alleged violation of this Agreement be addressed as quickly as possible and it is understood that an employee or group of employees shall first give the immediate supervisor an opportunity to adjust a complaint before any grievance may be filed. For clarity, this informal step precedes and applies to any individual grievance contemplated in Article 9:01 and to a group grievance, excluding group grievances that start at Step Two or Step Three as per Article 9:04. This informal step must be initiated within 15 working days after the employee became aware or ought reasonably to have become aware of the circumstances giving rise to the complaint. This step may also be satisfied by the Union raising the complaint with the immediate supervisor on behalf of the employee or group of employees, in which case the appropriate Human Resources Officer representative or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the appropriate Human Resources Officer representative. The parties will attempt to resolve the complaint without undue delay within five (5) working days from the date it was brought to the attention of the immediate supervisor or the Human Resources Officer. Failing a satisfactory settlement within the five (5) working day period, then within a further five (5) working days the complaint may be taken up as a grievance in the following manner:

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

The University shall not be required to consider any grievance which was not filed within 25 a total of thirty (30) working days, including the informal step, after the grievor, became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.

Step One

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

If the decision at Step One is not satisfactory, the written grievance may be advanced by notifying the local Human Resources representative within ten (10) working days after receiving the Step One decision in writing. The local Human Resources representative shall forward a copy to the Principal, Dean, Division Head, Senior Executive Director, Labour Relations or designate, or alternatively directly to Step Three (3). The Principal, Dean, Division Head, Senior Executive Director, Labour Relations or designate shall, within ten (10) working days, meet with the Union Grievance Committee (not to exceed two (2) in number) in a further attempt to resolve the grievance. The Principal, Dean, Division Head, Senior Executive Director, Labour Relations or designate shall, within a further ten (10) working days, give their decision in writing to the Union.

Step Three

If the grievance remains unsettled at the conclusion of Step Two, the written grievance may be advanced by notifying the local Human Resources representative who shall forward a copy to the Vice-President People Strategy, Equity & Culture or designate within ten (10) working days after receiving the Step Two decision in writing. The Vice-President People Strategy, Equity & Culture or designate shall, within fifteen (15) working days, hold a meeting with the Union Grievance Committee (not to exceed two (2) in number), the Local Union President, and a staff representative of the Union, or designate, in a further attempt to resolve the grievance. The Vice-President People Strategy, Equity & Culture or designate shall, within a further ten (10) working days, give their decision, in writing, to the Union.

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

9:02 At each step of the grievance process the University representative may have with them, at any grievance meeting, an equal number of University representatives to the number of Union Representatives. Unless agreed upon in advance by the Union and the University, there shall be no more than three (3) representatives of the Union and no more than three (3) representatives of the University, not including the grievor and the person hearing the grievance.

9:03 If settlement of the grievance is not reached at Step Three, then the grievance may be referred in writing by either party to arbitration as provided in Article 11:
Arbitration, at any time within thirty (30) working days after the decision is received under Step Three. If no written request for arbitration is received within this time period, the grievance shall be deemed to have been withdrawn and not eligible for arbitration.

9:04 When two (2) or more employees with the same Department Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step One of the grievance procedure. When two (2) or more employees with different Department Heads but with the same Principal/Dean/Division Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step Two of the grievance procedure. In any other case where two (2) or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University at Step Three of the grievance procedure.

9:05 A grievance arising directly between the University and the Union (which could not be grieved by an individual employee) shall be initiated at Step Two. Any grievance by the University or the Union as provided herein shall be commenced within ten (10) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.

9:06 The time limits provided in this Article may be extended by mutual agreement between the parties in writing.

9:07 Any step of the grievance process may be waived by mutual agreement of the parties.

9:08 Where no response to the grievance is given within the time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.

Where the University is unavailable for a grievance meeting within the time limit specified in the grievance procedure (or any extension thereof), the Union may advance the grievance to the next step of the grievance procedure.

9:09 Individual grievances alleging a violation of Article 12:04 (Job Posting) shall be submitted in accordance with the grievance procedure to the department of the posted position.
9:10 Individual grievances alleging a violation of Article 12:05 (Organizational Change – Elimination of Positions or Involuntary Reduction in Appointment) or Article 12:06 (Organizational Change for Externally Funded Research Grant/Contract Positions) shall be initiated at Step Two of the grievance procedure.

A grievance arising directly between the University and the Union (which could not be grieved by an individual employee) alleging a violation of Article 12:05 (Organizational Change – Elimination of Positions or Involuntary Reduction in Appointment) or Article 12:06 (Organizational Change for Externally Funded Research Grant/Contract Positions) shall be initiated at Step Three. Any grievance by the University or the Union as provided herein shall be commenced within five (5) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.

For the University

For the Union

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Probationary Period

12:03

a) An employee shall have no seniority and shall be considered as a probationary employee until they have completed six (6) months of active employment (i.e., days actually at work at the University in a staff-appointed position). For clarity, active employment does not include the University closure in December and January, unless the employee is required to work during that period.

b) In the case where a term position is re-posted as a continuing position and the same incumbent is hired for that position, time worked in the term position shall count towards the probationary period.

c) During the probationary period an employee may be terminated at any time for a lesser standard than "just cause". The parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge or substitute or provide any other remedy in the case of the discharge of a probationary employee, unless the discharge was discriminatory, arbitrary or made in bad faith.

d) An employee must successfully complete their probationary period before they are eligible to apply and be considered for another position.

e) The Union will be copied on letters of probationary termination.

For the University

For the Union

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Posting

12:04

(c) An employee selected by the University for a posted vacancy who feels dissatisfied with the job may, within two (2) months of starting in the job, decide to return to the job the employee left to accept the position. The University may, within two (2) months of an employee starting the job, return an employee to the job the employee left to accept the position if the employee shows an inability to perform the duties of the job. Thereafter, the posted vacancy shall be the employee's new position.

**Where the University returns an employee to the job the employee left to accept the position, the Union shall be copied on the written notification to the employee.**

On an annual basis the University will provide the Union with the percentage of successful internal and external candidates.

For the University

[Signature]

For the Union

[Signature]

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12:13 The University will provide the Union on a monthly basis (with a compatible electronic copy) a list that identifies employees’ name, **personnel number**, gender, pronouns (if available), status (full-time, part-time, sessional, term), job classification, date first entered classification, **faculty/division, home department**, current rate of pay, email address, home address and latest campus mail address, new hires, quits, layoffs and those in the redeployment pool.

The monthly files will be provided by the fifth (5th) working day of each month.

The University will provide the Union on a semi-annual basis (with a compatible electronic copy) a list of all employees who retired during the previous six (6) months. The list will include the retired employee’s name, home address and telephone number on record as at their last date of employment with the University.

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**For the University**

[Signature]

**For the Union**

[Signature]

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Union Leave

13:05

a) Provided the leave will not unduly interfere with operations, the University will grant a leave of absence without pay for up to one (1) year for an employee to assume an official position with the International Union or within the Local Union. A request for such leave will be made in writing by the Union as far in advance as possible, but in any event at least two (2) months prior to the commencement of the requested leave. This leave shall be limited to not more than ten (10) fourteen (14) employees from the bargaining unit at any time. For leaves to assume an official position within the International Union or Local Union, the University will grant year to year extensions with at least two (2) months written notice prior to the end of the year.

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

The employee will return to their position at the end of the leave if the position still exists. Any training deemed required by the University to fulfil the duties of the position on such return will be provided by the University. If the position is eliminated during the leave the employee will be subject to, and eligible for the provisions of, Articles 12:05 to 12:11.

b) Where the University decides to post a term vacancy to replace the position of an employee while on Union Leave, should the Union Leave be in excess of twelve (12) months, the term vacancy may be extended up to the end of the Union Leave.

For the University

[Signature]

For the Union

[Signature]

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UofT & USW 1998 Staff-Appointed
Personal Leave

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

13:12 An employee may request in advance up to four (4) five (5) days or up to eight (8) ten (10) half-days of paid personal leave in any year. Such requests shall not be unreasonably denied. Wherever possible, staff members shall make their need for personal leave known to their supervisor at least five (5) days in advance. Examples of personal leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, stepping-in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave, writing examinations, volunteer activities, and attending to emergency situations.

Such leaves shall not be used for the sole purpose of extending vacation or long weekends.

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

For the University

For the Union

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UofT & USW 1998 Staff-Appointed
Compassionate Care Leave

13:15 The University will grant compassionate care leave to employees who take a leave of absence under the Family Medical Leave and/or Family Caregiver Leave provisions of the Employment Standards Act. For employees with one (1) year of service or more the University will pay up to the equivalent of the maximum possible weekly Employment Insurance benefit for which the employee is qualified during the one (1) week waiting period provided that the employee applies for and receives Employment Insurance benefits.

For the University

For the Union

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ARTICLE 20: HEALTH AND SAFETY

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

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

The University shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community. In the event the University produces a report respecting occupational health and safety in the workplace, within the meaning of the Occupational Health and Safety Act, the University will provide the results of the report to the Union and those employees who are directly affected by the findings.

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 where there is an immediate danger to their health and safety or health and safety of others in accordance with the Occupational Health and Safety Act.

20:02

(a) The Union shall elect or appoint at least one (1) bargaining unit employee as a worker member to the Main Joint Health and Safety Committees (which committees have the responsibilities of Joint Health and Safety Committees under the Occupational Health and Safety Act) covering buildings where bargaining unit members are employed, or such further joint health and safety committees if established in the future.

(b) The University will continue to respect the functions and guidelines established for the Main Joint Health and Safety Committees and Local Safety Committees in accordance with terms of reference for the Multi-workplace Joint Health and Safety Committee agreement. The University will ensure that copies of minutes of Main Joint Health & Safety Committee meetings from all campuses will be forwarded to the Union office via electronic mail at least one (1) week prior to the next meeting.

(c) The number of members appointed by the University to any of the above-noted Joint Health and Safety Committees shall not exceed the number of worker members on the committees.
(d) One worker member appointed or elected by the Union to each of the above-noted Main Joint Health and Safety Committees and Local Safety Committees may become a certified worker representative on the Committee if requested by the Union. The University agrees to pay the costs for the basic-level core Part 1 and 2 JHSC certification programme and certification refresher course every three (3) years.

(e) The University and the Union will also establish a Central Health and Safety Committee made up of six (6) members, three (3) appointed by the Union and three (3) appointed by the University. Each party shall select from among its three (3) representatives a co-chair for the central committee. The role of the Central committee will be to monitor, assist and provide direction to the Main Joint Health and Safety Committees and, where necessary, the Local Safety Committees. The Central Health and Safety Committee will meet at least twice per year.

(f) The Central Committee and the Union shall receive copies of all committee reports, and investigations reports from all the committees. The University shall ensure that these materials are provided within thirty (30) days of receipt of the report by the University. The University shall notify the Union of workplace testing conducted for the purpose of occupational health and safety of which the JHSC has been notified pursuant to OHSA. Further, the University will provide the Union with the results of a report respecting health and safety that has been provided to the JHSC pursuant to OHSA.

The University will inform the Union of all Ministry of Labour visits (prior to or upon arrival where the Ministry of Labour requests the presence of a JHSC worker member) to any work site where any bargaining unit employees are regularly employed.

(g) The University will provide the Union with copies of all Workplace Safety and Insurance Board (WSIB) Form 7 Employers’ Report of Injury/Illness for members injured on the job within the timeframe specified in the applicable legislation for filing a report with the WSIB.

(h) Bargaining unit employees on both the Health and Safety Committees and Central Committee will suffer no loss of regular straight time pay for time required to carry out their responsibilities. Bargaining unit employees on the Health and Safety Committees and Central Committee shall provide as much notice as possible to their supervisors in the event their responsibilities will require them to be away from their regular work.

For the University
[Signature]

For the Union
[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references. The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

UofT & USW 1998 Staff-Appointed
For the purpose of this Article, a vacation year shall be based on an employee's employment anniversary date. Vacation credits are to be used on a year to year basis by employees to take vacation and are not normally to be accumulated beyond an employee's annual entitlement. Employees may carry forward vacation credits in excess of the employee's annual entitlement to a maximum of five (5) additional days without written approval of the Department or Division Head. Employees may carry forward a further five (5) days for a total of ten (10) days with the written approval of the Department or Division Head. For example, an employee with less than sixty (60) months' continuous service earns fifteen (15) days of vacation credit. The employee may carry forward five vacation days from a previous vacation year for a total of twenty (20) vacation days or ten (10) vacation days with written approval for a total of twenty-five (25). Any other accumulated vacation days not carried forward to the next vacation year shall be paid out prior to the last pay period of each year.

Effective January 1, 2025, the above paragraph will be replaced with the following:

For the purpose of this Article, a vacation year shall be based on an employee's employment anniversary date. Vacation credits are to be used on a year to year basis by employees to take vacation and are not normally to be accumulated beyond an employee's annual entitlement. Employees may carry forward vacation credits in excess of the employee's annual entitlement to a maximum of five (5) additional vacation days with the written approval of the Department or Division Head. For example, an employee with less than sixty (60) months' continuous service earns fifteen (15) days of vacation credit. The employee may carry forward five vacation days from a previous vacation year for a total of twenty (20) vacation days or ten (10) vacation days with written approval for a total of twenty-five (25). In exceptional circumstances, as part of an approved vacation balance management plan, employees may be permitted to carry forward up to five (5) additional vacation days towards a planned leave. Any other accumulated vacation days not carried forward to the next vacation year shall be paid out prior to the last pay period of each year.

For the University

For the Union

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

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

UofT & USW 1998 Staff-Appointed
22:09 Upon termination of employment, unused vacation credits will be paid out to an 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 but not taken) approved vacation. The reduction will be as follows:

- for those with 3 weeks annual vacation entitlement, a reduction in the payment upon cessation of employment of 4 days;
- for those with 4 weeks annual vacation entitlement, a reduction of 5 days; and,
- for those with 5 weeks annual vacation entitlement, a reduction of 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.

22:10 Effective January 1, 2025 in all instances where accumulated vacation credits are paid out in accordance with this Article, vacation credits shall be paid out at the rate of pay at which they were earned. In the event that any vacation credits accumulated as of December 31, 2024 are being paid out then they shall be paid out at the rate of pay in effect on December 31, 2024.

For the University

For the Union

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

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

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

Where an employee believes there are significant special circumstances, the employee may submit a written request to their manager not to be temporarily transferred, setting out the reasons for the request, and the University agrees to give due consideration to such request.

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

Temporary transfers may be extended by up to six (6) additional months by mutual agreement between the University and the Union.

Employees not covered by this Collective Agreement will not be temporarily transferred into the bargaining unit under this provision unless otherwise agreed by the parties.

For the University  
[Signature]

For the Union  
[Signature]

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
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. Such requests may include flexible hours, a compressed work week, remote work setting, hybrid-remote work setting, or altered work hours (e.g., earlier or later start). It is understood that such arrangements, in and of themselves, do not trigger overtime or a reduction in FTE.

The Division or Department head'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, including but not limited to the individual duties, tasks, and overall functions of the work. 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 that is not arbitrary, discriminatory or in bad faith.

The Division or Department head shall respond response to requests for alternative work arrangements shall be provided within twenty (20) fifteen (15) working days. Such requests shall be approved, approved as adjusted, or denied in a written response to the employee. Responses to requests that have been approved as adjusted or denied will include the rationale for the decision.

Alternative work arrangements will normally be approved for a minimum of four (4) months, and not more than twelve (12) months. Alternative work arrangements will be reviewed in accordance with the University's guidelines for alternative work arrangements.

If the University alters the ongoing terms of, or ends, the alternative work arrangement(s) prior to the planned end date, then a minimum of six (6) weeks notice will be provided to the employee(s), except in emergencies, unforeseen circumstances, and situations beyond the University's control.

In the event of an employer-initiated requirement for an alternative work arrangement, the Division or Department head shall provide as much advanced notice to the employee as practicable in the circumstances; a minimum of six (6) weeks notice will be provided to the employee(s), except in emergencies, unforeseen circumstances, and
situations beyond the University’s control. For clarity, renewals of existing employer-initiated alternative work arrangements will not require a minimum of six (6) weeks notice, however as much advance notice as practicable will be provided.

Division or Department heads will utilize The University’s guidelines for alternative work arrangements as they may exist and change from time to time will be utilized in the implementation and administration of alternative work arrangements.

Other than for operational reasons, an employee whose alternative work arrangement includes days worked remotely will not be required to work onsite on a day that the employee ordinarily works remotely in exchange for a day that the employee ordinarily works onsite but did not work due to holidays, Presidential Days, or leaves approved in advance. For clarity, an employee will not be required to work onsite on an ordinarily remote day solely for the purpose of making up for an onsite day missed for one of the aforementioned reasons.

The University agrees to notify the Union in advance of the implementation of any modifications to the University’s guidelines for alternative work arrangements.

For the University

For the Union

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

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

24:06 Overtime must be authorized in writing in advance by an employee’s immediate supervisor. Wherever practical, all overtime shall be offered on a voluntary basis and as equitably as possible to the employees who normally perform the work. 

Further, each Department shall establish and communicate 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.

Departments shall inform all new hires of the process and communicate the process to all employees in the Department on an annual basis or when any changes to the process are implemented.

For the University

[Signature]

For the Union

[Signature]

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

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

24:11 Full-time employees who have continuous responsibilities for the care of their family may submit a written request to their supervisor for a change to part-time status for a defined period, in order to devote more time to their family care responsibilities. In the event the request is granted, the percentage of time to be worked, and the duration of the part-time appointment, must be mutually agreed to between the employee and the department or division head, to whom the request should be addressed. Employees requesting a change in status on this basis should make their request as far in advance as possible but, in any event, no less than one month six (6) weeks prior to the commencement of the requested change in status, except in unforeseen circumstances. Salary and benefits will be appropriately pro-rated according to the percentage time worked.

The Division or Department Head shall respond to such requests within fifteen (15) working days from the date the written request is received. Such requests shall be approved or denied in a written response to the employee.

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
ARTICLE 33: PROFESSIONAL DEVELOPMENT

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

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

Staff development activities should take place within the framework of a jointly agreed upon career development plan between the employee and their supervisor. Further, such activities should be directly relevant related to the employee's current position and/or to another closely related position at the University. The University will grant, upon request by the employee a minimum of four (4) days professional development per year directly relevant related to the employee's current position and/or to another closely related position at the University or as part of an agreed upon career development plan. Requests for access to professional development will be granted subject to operational requirements of the unit, cost, and the availability of Organizational Development and Centre for Learning, Leadership & Culture Centre programmes, and other directly relevant related activities that may include training, workshops, and conferences. Responses to such requests will be provided in writing within fifteen (15) working days. Such requests shall not be unreasonably withheld.

For the University

[Signature]

For the Union

[Signature]

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
ARTICLE 35: TERMINATION

35:01 This Agreement shall be effective from July 1, 2024 and shall continue in effect up to and including the 30th day of June, 2026, and shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing within a period of ninety (90) calendar days immediately prior to the expiration date that it desires to amend the Agreement.

35:02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 35:01, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

For the University

[Signature]

For the Union

[Signature]

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
The University and the Union agree to RENEW, AMEND or DELETE as specified below the following Letters of Agreement/Understanding/intent for the term of the renewal Collective Agreement:

- Letter of Agreement – RENEW
- Letter of Understanding: Schedule A (Salary) – RENEW
- Letter of Understanding: E-Mail Addresses – RENEW
- Letter of Understanding: Participation in University Committees and Other Collegial Activities – RENEW
- Letter of Understanding: Union Meetings – RENEW
- Letter of Understanding: Employment Equity – AMEND
- Letter of Understanding: Meeting Space at UTM and UTSC – RENEW
- Letter of Intent: Tuition Waiver for Dependents – RENEW
- Letter of Intent: Educational Assistance – AMEND
- Letter of Intent: OISE and Former Group “C” Vacation Entitlement – RENEW
- Letter of Intent: Sessional Layoffs Faculty of Dentistry – RENEW
- Letter of Intent: Employment of Students in Casual Positions – RENEW
- Letter of Intent: Trades and Utilities Health & Safety Committee – RENEW
- Letter of Intent: Uniforms, Faculty of Dentistry – RENEW AMEND
- Letter of Intent: Flag Protocol & International Day of Mourning – RENEW
- Letter of Intent: Health and Safety Release Time – RENEW
- Letter of Intent: Public Transit Subsidy – RENEW AMEND
- Letter of Intent: Self-Funded Leave Plan – RENEW
- Letter of Intent: Campus Mail – Communications – RENEW
- Letter of Intent: Use of Temporary Office Staffing Agencies – RENEW
- Letter of Intent: Re: Biometrics – RENEW
- Letter of Intent: Career Development & Talent Retention – RENEW
- Letter of Intent: Complaints Based Upon Alleged Breach of Civility Guidelines, and/or Guidelines on Discrimination and Discriminatory Harassment – RENEW
- Letter of Intent: Multi-Site Joint Health and Safety Committee Structure – AMEND
- Letter of Intent: Workers’ Health and Safety Centre – AMEND
- Letter of Intent: Non-Conforming Hours of Work – AMEND
- Letter of Intent: Internship Positions – RENEW
- Letter of Intent: Sustainability Committee – RENEW
- Letter of Understanding – Domestic Violence – RENEW
- Letter of Agreement: Impact of Employment Insurance Legislative Changes – RENEW
- Letter of Intent: Gender Identity & Gender Expression - RENEW
- Letter of Intent: Vacation Payout at Cessation of Employment - AMEND
- Letter of Intent: Disconnecting from Work - AMEND
- Letter of Intent: Employee Accommodation - RENEW
- Letter of Intent: Crisis Identification and Referral Training – AMEND RENEW
- Letter of Understanding: Union Meetings (Appendix X) – RENEW
- Letter of Intent: Teaching Assignments and Schedules for ESL Instructors in ELP/SCS (Appendix X) – RENEW
- Letter of Intent: Health and Safety Release Time (Appendix X) – RENEW
- Letter of Understanding: Leave of Absence Without Pay (Appendix X) – RENEW
- Letter of Understanding: Reduction to Partial Workload (Appendix X) – RENEW

For the University

[Signature]

For the Union

[Signature]

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
LETTER OF INTENT: MULTI-SITE JOINT HEALTH AND SAFETY COMMITTEE STRUCTURE

August 11, 2020

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

Dear Ms. Scott Burke,

During the current collective bargaining negotiations, the parties continued their discussions regarding the necessity for, and benefits of, a multi-site Joint Health and Safety Committee (JHSC) structure at the University, given the multitude and geographic dispersion of buildings/workplaces at the University.

The parties recognize that such a structure would help ensure compliance with legislative requirements in respect of workplace inspections, JHSC meetings and other related activities in a more efficient and effective manner, while at the same time helping to foster a healthy and safe work environment across the University.

In the six (6) months immediately following the date of ratification of this Collective Agreement, the parties will continue conclude discussions intended to that will result in a multi-site JHSC structure and implementation plan that the parties agree will be presented to the Ministry of Labour for approval. It is understood and agreed that in view of the fact that the University's health and safety obligations apply to all University employees including those represented by other bargaining agents, such discussions may include representatives from other unions/bargaining units at the University, whose agreement will also be sought before the multi-site JHSC structure and implementation plan is presented to the Ministry of Labour for approval.

In the event that the parties' discussions have not resulted in the Union's approval of a multi-site JHSC structure and implementation plan, the parties agree to mediation by William Kaplan or Mary Ellen Cummings, subject to availability.

Yours truly,

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity People Strategy, Equity & Culture
University of Toronto
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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LETTER OF INTENT: WORKERS’ HEALTH AND SAFETY CENTRE WEBPAGE

August 14, 2020

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

Dear Ms. Scott Burke,

The parties agree that the Central Health and Safety Committee, as provided for under Article 20:02, will meet for the purpose of making recommendations to the Vice-President, Human Resources and Equity People Strategy, Equity & Culture, in respect of establishing a webpage focusing on workers’ health and safety centre intended to provide workers with access to relevant health and safety legislation and information within six (6) months of ratification of this renewal Collective Agreement.

Yours truly,

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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

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UofT & USW 1998 Staff-Appointed
LETTER OF UNDERSTANDING: EMPLOYMENT EQUITY

DATE

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

Dear Ms. Scott Burke,

To act on its commitment to employment equity under the University’s Employment Equity Policy the University agrees to continue the joint Employment Equity Advisory Committee with the Union. The Committee will meet within sixty (60) days of the date of ratification of this Collective Agreement, and quarterly thereafter. The Committee is composed of four (4) representatives each of the Union and the University. The Committee’s mandate shall be to make recommendations to the Vice President, People Strategy, Equity & Culture regarding the continuing achievement of employment equity within the bargaining unit. Such recommendations may include changes to policies and/or practices or the implementation of special programs and/or any other recommendations that the Committee agrees to bring forward within its mandate of helping to advance Employment Equity.

In support of the Committee’s commitment to Employment Equity, the Committee will engage in meaningful discussions in respect of the Employment Equity Survey, including feedback on survey content and structure, review and analysis of report(s) of employment equity data, and strategies for fostering greater participation in the Survey.

Discussions of the Committee will include identification of employment equity barriers and potential avenues to address such barriers, including the possibility of creating training and mentoring opportunities.

Data and information will be made available to the Committee at an aggregate level such that identification of any individual employee is not possible. The University will provide the same data for the USW Staff-Appointed bargaining unit as contained in the Employment Equity Annual Report, subject to the availability of the data and all applicable confidentiality restrictions. Updated data will be extracted annually, and provided to the Committee.

Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

UofT & USW 1998 Staff-Appointed
For the University

For the Union

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

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

DATE

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

Dear Ms. Scott Burke,

During the term of the 2021-2023 2023-2026 Collective Agreement, the reduction of the payment for unused vacation credits at cessation of employment, as set out in Article 22:09, shall continue to apply to employees who voluntarily cease employment with the University (e.g., resignations and retirements), as well as those employees who are terminated for just cause. For clarity, those who cease employment due to involuntary layoff shall not have their unused vacation credits reduced.

Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the Union

[Signature]

7Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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

UofT & USW 1998 Staff-Appointed
LETTER OF INTENT: EDUCATIONAL ASSISTANCE

DATE

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

Dear Ms. Scott Burke,

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

Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto
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 as described under PROCEDURES below.

ELIGIBILITY

Bargaining unit employees holding administrative staff appointments whether full-time, part-time of twenty-five (25) percent or more, or sessional are eligible. In the case of part-time staff members, for the first three (3) years' continuous service, the funding is prorated 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 degree course, up to and including flex-time PhD 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 one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee. For Master's level programmes, flex-time PhD Programs and part-time Doctoral studies the tuition waiver shall be limited to a maximum of three thousand two hundred ($3,200) dollars per academic year. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or three thousand two hundred ($3,200) dollars 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" programme; or

c) a University of Toronto course taken as a "special student"; or
d) a diploma or certificate programme offered through Woodsworth College or other University of Toronto academic divisions, for which students are registered as University of Toronto students and receive diploma at Convocation in accordance with the University Policy on Diploma and Certificate Programmes. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee.

e) non-degree credit courses offered by the School of Continuing Studies and other University of Toronto divisions, that are work or job related, up to a maximum of seven hundred and fifty ($750) eight hundred ($800) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of three hundred and fifty ($350) dollars per course, with a combined maximum four (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.

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), up to a maximum of seven hundred and fifty ($750) dollars per course and a combined maximum of four (4) courses per academic year. Such courses should be taken on the staff member's own time, after normal working hours and must be either:

1) Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire.

2) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of 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 programmes.
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
LETTER OF INTENT: UNIFORMS; FACULTY OF DENTISTRY - UNIFORMS AND ONTARIO DENTAL ASSISTANT ASSOCIATION FEES

DATE

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

Dear Ms. Scott Burke,

The parties agree that this letter of intent shall apply to clinical employees at the Faculty of Dentistry who are required to wear uniforms as part of their employment, and those who are required to pay annual Ontario Dental Assistants Association fees as a condition of their employment at the University. Effective April 1, 2022 The Faculty of Dentistry shall reimburse clinical employees up to $400 per academic year, upon production of original receipts to cover the cost of uniforms and shoes, that are consistent with the Faculty of Dentistry dress code and infection control policy, and/or the cost of the annual Ontario Dental Assistants Association fees where required as a condition of their employment at the University.

Yours truly,

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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

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

UoFT & USW 1998 Staff-Appointed
LETTER OF INTENT: RESIDENCE LIFE – WORKING GROUP

DATE

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

Dear Ms. Scott Burke,

Within sixty (60) ninety (90) days of ratification of the 2021-2023 2023-2026 Collective Agreement, the University and the Union agree to form a Working Group comprised of four (4) representatives from the University and four (4) representatives from the Union to discuss operational issues in respect of Residence Life staff who are required to live on campus.

The mandate of this Working Group will be to discuss and negotiate a Memorandum of Agreement covering and make recommendations to the Vice-President, People Strategy, Equity & Culture regarding operational issues associated with such concepts as the distribution of call-in/standby/on-call requirements, flexibility in hours of work and overtime, and other issues not related to the compensation of this unique group of employees.

In the event that the Working Group does not reach agreement before June 30, 2024, or as may be extended by mutual agreement, the parties agree to mediation with Eli Gedalof, or another mediator to which both the University and the Union mutually agree.

The Union agrees not to pursue any individual, group, or policy grievance(s) (i.e., neither existing nor new grievances) during the term of the 2021-2023 Collective Agreement until June 30, 2024 or until a Memorandum of Agreement is negotiated, whichever comes first, or as may be extended by mutual agreement, in respect of Article 17: Standby and Call-In Pay as it applies to Residence Life staff who are required to live on campus.

Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references. The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
LETTER OF INTENT: DISCONNECTING FROM WORK

DATE

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

Dear Ms. Scott Burke,

Within ninety (90) days of the ratification of the renewal Collective Agreement, the University and the Union agree to meet at a Labour Management Committee meeting to discuss how the University’s guideline and/or policy in respect of Policy on Disconnecting From Work is being implemented and communicated to pursuant to the Working for Workers Act, 2021, S.O. 2021, c.35 affects employees in the bargaining unit.

Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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

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UofT & USW 1998 Staff-Appointed
LETTER OF INTENT: PUBLIC TRANSIT SUBSIDY

DATE

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

Dear Ms. Scott Burke,

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

During the term of the 2023-2026 Collective Agreement the University will explore programs, opportunities, and partnerships with public transit agencies serving the Greater Toronto Area (GTA).

Yours truly,

Kelly Hannah-Moffat
Vice-President, Human-Resources & Equity People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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

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LETTER OF INTENT: RETIREMENT INFORMATION

DATE

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

Dear Ms. Burke,

Within ninety (90) days of ratification of the renewal Collective Agreement, the University and the Union will form a joint working group comprised of three (3) representatives of the University and three (3) representatives of the Union to review existing retirement planning resources, and discuss means of communicating and promoting these resources to employees in the bargaining unit. Such resources may include on-line and/or asynchronous information modules that may include, but not be limited to, subjects such as:

- the process to retire
- income sources such as Canada Pension Plan and Old Age Security
- overview of pension options and where to access pension information

Yours truly,

Kelly Hannah-Moffat  
Vice-President, People Strategy, Equity & Culture  
University of Toronto

For the University

For the Union

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

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LETTER OF INTENT: REQUESTS FOR GRADUATED RETURN TO WORK FROM PREGNANCY, PARENTAL, PRIMARY CAREGIVER AND/OR ADOPTION LEAVE

DATE

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

Dear Ms. Burke,

Employees who have been off work due to pregnancy, parental, primary caregiver and/or adoption leave for eight (8) months or longer may request a graduated return to work at least six (6) weeks in advance of their planned return to work date. Such requests will be considered based on operational requirements, including but not limited to the availability and feasibility of a suitable replacement employee(s). It is understood that an employee making such a request shall utilize accrued vacation if available to facilitate such graduated return.

Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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

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

DATE

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

Dear Ms. Burke,

During the 2023 round of collective bargaining, the parties discussed the process for an employee to raise a concern with their manager in respect of their workload.

Where an employee is concerned that they may not be able to complete their assigned tasks and/or meet their manager's expectations about their work obligations, the employee may raise such concerns with their manager in the normal course of their day-to-day employment. Managers are expected to discuss such concerns with the employee without undue delay.

It is understood that workload related issues may be complex to assess and resolve. However, managers may consider potential remedial measures where feasible, including but not limited to prioritization of assigned duties or tasks, adjustment of timelines, additional training, or technological and/or process improvements.

The discussions about workload pursuant to this Letter, or any outcomes of those discussions including any remedial measures or lack thereof, shall not be subject to the grievance procedure.

Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

For the University

For the Union

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

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UofT & USW 1998 Staff-Appointed
All of the provisions of the Collective Agreement apply to the full time continuing staff appointed ESL instructors employed at the School of Continuing Studies, English Language Program except for the following articles:

**Article 2:04**

Article 12:14 Layoff  
Article 17: Standby and Call-In Pay  
Article 22:08 (Vacation – Sessional Employees)  
Article 31: Uniforms  
Letter of Agreement  
Letter of Understanding: Meeting Space at UTM and UTSC  
Letter of Intent: OISE and Former Group “C” Vacation Entitlement  
Letter of Intent: Sessional Layoffs, Faculty of Dentistry  
Letter of Intent: Employment of Students in Casual Positions  
Letter of Intent: Trades and Utilities Health & Safety Committee  
Letter of Intent: Uniforms, Faculty of Dentistry  
Letter of Intent: Use of Temporary Office Staffing Agencies  
Letter of Intent: Career Development & Talent Retention

**Letter of Intent: Residence Life – Working Group**

Appendix B: Employees From Former Group “C” With Fewer Than Ten Years' Service

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

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Appendix X

2:02 Conversion (replacing Articles 2:02 and 2:03)

(a) Notwithstanding the provisions of 2:01(4), the following type of non-staff appointed employees covered by the USW Local 1998 Casual Collective Agreement Appendix for ESL Instructors within the English Language Program, School of Continuing Studies (Appendix X in the Casual Collective Agreement) will, if they satisfy the criteria set out in Article 2(1) of Appendix X in the Casual Collective Agreement below, be deemed (i.e., “converted”) to be non-probationary staff appointed employees covered by the applicable terms and conditions of this Appendix. The parties agree that only employees meeting the criteria set out in (1) below will convert; positions will not convert. The parties agree that ESL Instructors within the English Language Program, School of Continuing Studies, are a closed group to which no other non-staff appointed employees could be added, other than by the express written agreement of the parties to amend this Article, and the parties do not intend that an arbitrator has the jurisdiction to expand the type of employees beyond that specifically set out below those specified in Article 2(1) of Appendix X in the Casual Collective Agreement.

(1) Persons who have worked as an ESL Instructor carrying a full course work load in the full-time program within the English Language Program, School of Continuing Studies under the Appendix X provisions of the USW Local 1998 Casual Collective Agreement, and who have completed one hundred thirty-two (132) weeks of work within a five (5) year period will, at that time, become covered by the terms and conditions of this Appendix. Work to be included in the counting of one hundred thirty-two (132) weeks will not include work performed at less than a full course load.

The Union will be copied on letters of conversion.

(b) Seniority for a non-staff appointed employee converted to staff-appointed status as per Article 2(1) of Appendix X in the Casual Collective Agreement under paragraph (1) above will be calculated based on the date the employee commenced casual employment qualifying under paragraph (4) above (i.e., one hundred thirty-two (132) weeks prior to conversion) Article 2(1) of Appendix X in the Casual Collective Agreement.

2:03 Subject to paragraphs (1) and (2) Article 2:02 above there is one (1) type of staff appointed employee covered by this Appendix:

(a) Continuing employees have no predetermined end date and hold positions that are considered by the employing unit as part of the staff complement of the unit.
(b)—For casuals who have been employed for at least thirteen (13) weeks and who take pregnancy, primary caregiver, adoption and/or parental leaves, the leave time will not count towards their five (5)-year period. At the end of their leave, the five (5) year clock will resume.

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Appendix X: School of Continuing Studies – English Language Program

22:04 Employees take vacation with pay in three (3) or six (6) full week blocks based on operational effectiveness using vacation credits earned. Employees cannot take vacation which exceeds the employees’ vacation credits earned to the date of the commencement of the vacation.

Employees teaching in English PLUS may request vacation in a four (4) week block and may carry forward any outstanding vacation not taken to be used in the same or following vacation year, up to a maximum of ten (10) days, in accordance with the provisions of Article 22:05. Such requests will be given due consideration in accordance with Article 22:03 of the Collective Agreement.

For the University

For the Union

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

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Appendix X: School of Continuing Studies – English Language Program

ARTICLE 35: OFFICE FACILITIES

35:01 The School of Continuing Studies shall ensure that insofar as possible, consistent with the physical facilities available to the School, employees shall continue to have access to computers (including Internet access), and a telephone, where such access is required for the performance of assigned duties. The Employer shall ensure that employees have appropriate storage space for the storage of course materials.

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

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

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

For the University

For the Union

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Housekeeping Items

- In Article 12:10, replace "Educational Assistance Provisions 1, 2, 3, 4, 5) only" with "Educational Assistance Provisions 1, a), b), c), d), e) only"
- In Appendix X, replace all instances of "grandparented" with "legacied"

For the University

[Signature]

For the Union

[Signature]

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

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