FRIDAY, FEBRUARY 16TH @ 2:00AM

MEMORANDUM OF AGREEMENT

BETWEEN

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

-and-

THE UNITED STEELWORKERS, LOCAL 1998 – CASUAL 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 _60_ are incorporated.

FOR THE UNIVERSITY

FOR THE UNION

DATED AT TORONTO THIS _16_ DAY OF FEBRUARY 2024
University of Toronto Economic Proposal – February 16, 2024 @ 2:00AM

1. Increase to Minimum Rate of Pay

- Effective **July 1, 2023** increase the minimum rate of pay in accordance with Article 21: Wages to **$18.00** per hour, which shall be retroactive for employees actively employed in the bargaining unit on the date of ratification, provided the employee’s wage rate has not increased for ANY reason other than a material change in duties during the period from July 1, 2023 to the date of ratification and subject to ii) below.

- Effective **July 1, 2024** increase the minimum rate of pay in accordance with Article 21: Wages to **$19.00** per hour.

- Effective July 1, 2025 increase the minimum rate of pay in accordance with Article 21: Wages to **$20.00** per hour.

**Employees who are eligible to receive any of the above increases in the minimum rate of pay shall NOT be eligible for any of the other increases set out below.**

2. **Wage Increases for Employees who are NOT paid in accordance with Article 21: Wages i.e., for those who are NOT at the minimum rate of pay AND who are NOT paid in accordance with the salary grid for Staff-Appointed positions**

On the date of ratification, employees actively employed in the bargaining unit who are not paid in accordance with the **minimum rate of pay and not in accordance with** the salary grid for Staff-Appointed positions shall be eligible to receive up to a 9.0% wage increase retroactive to July 1, 2023, provided the employee’s wage rate has not increased for ANY reason other than a material change in duties during the period from July 1, 2023 to the date of ratification and subject to ii) below.

Further, employees actively employed in the bargaining unit on July 1, 2024 who are not paid in accordance with the **minimum rate of pay and not in accordance with** the salary grid for Staff-Appointed positions shall receive up to a 2.0% wage increase effective on July 1, 2024 subject to i) and ii) below.

Further, employees actively employed in the bargaining unit on July 1, 2025 who are not paid in accordance with the **minimum rate of pay and not in accordance with** the salary grid for Staff-Appointed positions shall receive up to a 1.8% wage increase effective on July 1, 2025 subject to i) and ii) below.

i) The employee’s wage rate has not increased for ANY reason other than as a result of a material change in duties during the
twelve (12) month period immediately preceding each of the July 1, 2024, and July 1, 2025 wage increase dates set out above, as applicable,

ii) For clarity, an employee who received a wage increase for ANY reason other than as a result of a material change in duties during ANY of the three periods set out above (i.e., July 1, 2023 to the date of ratification, July 1, 2023 to June 30, 2024, and July 1, 2024 to June 30, 2025) which is less than the applicable salary increase for that period shall receive a top-up wage increase such that the total of the wage increases is equal to the applicable wage increase for that period.

3. Wage increases for employees paid in accordance with the salary grid for Staff-Appointed positions shall be administered as per the Letter of Intent: Wage Increases Where Rates for Casuals are Linked to Staff-Appointed Rates.

4. Employees actively employed in the bargaining unit shall be entitled to participate in the University’s Employee and Family Assistance Program (EFAP).

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: HEALTH CARE BENEFITS

DATE

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

Dear Ms. Burke,

The University agrees to provide to the USW Benefit Plan during the term of the 2023 - 2026 Collective Agreement the total amount of $150,000, which shall be paid in three (3) equal installments of $50,000 according to the following schedule:

The first installment of $50,000 shall be paid by no later than July 1, 2024. The second installment of $50,000 shall be paid on or about January 1, 2025. The third installment of $50,000 shall be paid on or about January 1, 2026.

The purpose of providing these payments is to enable the Union to administer a health care benefit plan for eligible bargaining unit employees. In order to become eligible, an employee must have worked with an appointment of twenty (20) percent or more, or regularly work the equivalent or more in hours each week (i.e., seven and one quarter (7.25) hours each week) for four (4) consecutive months, or where employed on an irregular or intermittent basis has worked at least five (5) shifts per month for any four (4) months in the past twelve (12) months.

Employees in the bargaining unit who are University of Toronto students eligible for coverage under the University’s student union health care plan(s), and any employees in the bargaining unit who are eligible for any type of health care benefits (including but not limited to Health Care Spending Account(s)) through employment within another employee group at the University of Toronto, or through the retiree benefit plan(s) at the University of Toronto, shall not be eligible.

The University will provide the Union with the necessary data on a quarterly basis to determine employee eligibility, beginning within sixty (60) days following the date of ratification of the 2023-2026 Collective Agreement. The Union will provide the University with employee enrollment and benefit coverage data on an annual basis for each year of the 2023-2026 Collective Agreement.

It is understood and agreed that any additional funds that may be required to maintain and/or continue any benefit coverage(s) shall be the sole and exclusive responsibility of the USW and/or the USW Benefit Plan and that the University shall bear no responsibility whatsoever for any shortfall in funds required to maintain
and/or continue any benefit coverage(s). For clarity, no new or additional funds shall be provided by the University in any circumstances.

Yours truly,

Alex Brat

Senior Executive Director, Labour Relations

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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Conversion to Staff-Appointed Status

2:02

(a) The following type of non-staff appointed employees covered by the USW Local 1998 Casual Collective Agreement will, if they satisfy the criteria set out in (1) or (2) below, be deemed to be non-probationary staff appointed employees covered by the terms and conditions of the staff-appointed Collective Agreement. The parties agree that the following types of employees are a specific and closed group to which no other non-staff appointed employees could be added, other than by the express written agreement of the parties to amend this Article, and the parties do not intend that an arbitrator has the jurisdiction to expand the type of employees beyond that specifically set out below:

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

(2) Persons who work in the same position with an appointment of sixty (50) percent or more, or regularly work the equivalent or more in hours each week (i.e., twenty-one and three quarters (21.75) hours each week) in the same position for eighteen (18) consecutive months will, at that time, become covered by the terms and conditions of the staff-appointed Collective Agreement.

(3) The following types of employees are not subject to Article 2:02 (1) and (2) above:
   a. Employees who are full-time University of Toronto students registered in a degree programme.

(4) For the purposes of (1) and (2) above, authorized leaves of absence of less than twenty (20) working days, vacations, holidays, sessional layoffs of sessional employees, summer hours or other University closings shall be deemed hours regularly worked.
(a) Seniority and vacation accrual under the staff-appointed Collective Agreement for a non-staff appointed employee converted to staff-appointed status as per Article 2:02(a) will be calculated based on the date the employee commenced casual employment qualifying under Article 2:02 (i.e., normally after eighteen (18) or twenty-four (24) months prior to conversion). Placement on the staff-appointed wage grid will be based on the date the employee commenced casual employment qualifying under Article 2:02 (e.g., an employee who converts after eighteen (18) months will be placed on Step 1 of the wage grid for six (6) months and then will move to Step 2 of the wage grid, and an employee who converts after twenty-four (24) months will be placed at Step 2 of the wage grid). For clarity, this shall not have any retroactive effect.

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.

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

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ARTICLE 12: GENERAL

12:01 The University will continue to provide the Union, on a monthly basis (with a compatible electronic copy) a list that includes: employee name, gender, number of hours worked on a monthly basis, gross pay in the pay period, student status, e-mail address where available, latest campus mail address, and will indicate employees new to the bargaining unit. Casual employees "hired for a term of more than one (1) month" will be provided with an email address and it will be included in this list.

On a quarterly basis, the University will provide the Union with a list of employees who have converted to staff-appointed status.

On a quarterly basis the University will also provide a list of employees' home addresses. In addition, the University will provide a list of the employees' Divisions, current Department, personnel numbers, hours worked, student status where applicable, UTEMP status where applicable, staff-appointed rate where applicable, and leave replacement status (including the position number of the staff-appointed position being replaced) where applicable.

12:02 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Senior Executive Director, Labour Relations or designate, University of Toronto, 215 Huron Street, 6th floor, 439 University Avenue, 22nd Floor, Toronto, Ontario M5S 1A2 M5G 1Y8, and the Staff Representative (Toronto) or designate, United Steelworkers, 25 Cecil Street, Toronto, Ontario, M5T 1N1.

For the University

For the Union

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

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ARTICLE 14: SICK TIME

14:01 Sick time is defined as absence because of an employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the Workplace Safety and Insurance Act is not payable.

14:02 An employee shall be entitled to paid sick time as set out below:

(a) The paid sick time entitlement shall be for one (1) three (3) scheduled shifts between January 1st and June 30th inclusive, and one (1) scheduled shift between July 1st and December 31st inclusive, in each year of the Collective Agreement. Unused paid sick time shall not be accrued or banked.

(b) The paid sick time will equal the wages that would have been payable for the scheduled shift, less deductions required by law.

14:03 Any sick time other than the paid sick time set out in Article 14:02, above, shall be without pay.

14:04 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work.

14:05 An employee may, with prior warning from their manager, be required to provide a doctor's certificate certifying that the employee is unable to carry out their normal duties due to illness.

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 Casual
NEW

Article 17:07

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

(b) Bargaining unit members on Joint Health and Safety Committees shall be remunerated according to their hourly rate for time required to carry out their duties in accordance with the Occupational Health and Safety Act.

(c) Bargaining unit employees on the Joint Health and Safety Committees shall provide as much notice as possible to their supervisors in the event their responsibilities will require them to be away from their regular work.

(d) The Union may appoint a member within the Bargaining Unit to become a Certified Worker Representative. The cost of the certification training programme (Part I, Part II and refresher as required to maintain certification) for the appointed employee shall be borne by the Employer and the time spent in such certification training shall be treated as work time.

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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ARTICLE 21: WAGES

21:01 Effective on July 1, 2023, the minimum rate of pay shall be the date of ratification of the 2020-2023 2023-2026 renewal Collective Agreement, bargaining unit employees will be paid no less than fifteen dollars and fifteen cents ($15.15) eighteen dollars ($18.00) per hour. or, where the employee is assigned by the University to perform a significant portion of the duties of a staff-appointed position, the minimum rate on the salary grid for that position.

Effective July 1, 2022 July 1, 2024, the minimum rate of pay shall be bargaining unit employees will be paid no less than fifteen dollars and thirty cents ($15.30) nineteen dollars ($19.00) per hour. or, where the employee is assigned by the University to perform a significant portion of the duties of a staff-appointed position, the minimum rate on the salary grid for that position.

Effective July 1, 2025, the minimum rate of pay shall be twenty dollars ($20.00) per hour.

Where the employee is assigned by the University to perform a significant portion of the duties of a staff-appointed position, they will be paid the “hire rate” on the USW Staff-Appointed salary grid for that position, as set out in Schedule ‘A’ attached hereto.

Nothing in this article shall create a retroactive entitlement for any member of the bargaining unit.

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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### USW Salary Grid

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ARTICLE 24: HIRING

24:01 Casual employees hired for a term of more than (1) month will be provided with a letter of offer signed by the manager including the following information:

- Date of offer
- End date of term (if known)
- Brief general overview of the main duties and/or responsibilities
- Rate of pay, and whether the rate is determined by the department in relation to the Staff-Appointed salary grid
- Position title where the rate of pay is determined by the department in relation to the Staff-Appointed salary grid
- Broad general indication of the expected hours of work and/or scheduling (if known)
- If the duties are known at the time of hire to be other than in person
- The name of the employee’s direct supervisor at the University
- The name of the Business Officer or payroll contact

The employee will be asked to sign the letter and will be given a copy.

Any letter extending a casual contract shall contain the information listed in Article 24:01 and Article 24:02.

Information to Employees

24:02 The Employer agrees to inform all new employees that a Union Agreement is in effect.

The hiring Department shall provide to all employees a one-page (letter-size, single or double-sided) statement about the Union, prepared by the Union, provided that the statement is first forwarded to the Senior Executive Director, Labour Relations (or designate) for information and approval as to its factual accuracy. If the Senior Executive Director, Labour Relations (or designate) does not provide notification of errors or inaccuracies to the Union within two (2) weeks of receiving the statement, the information shall be presumed to be acceptable. The statement shall be provided at or prior to the start of duties.

UTEMP agrees to inform all new employees that a Union Agreement is in effect and shall provide all employees with this letter at the time they receive their first assignment.

24:03 Employees newly hired into the bargaining unit shall be allowed to meet with the Union for one (1) regular working hour with no loss of pay, at the beginning or the end of the workday, provided the employee notifies their manager and it does not unduly interfere with operations. The University
shall allow the employee to attend the meeting within the first six (6) months from the date first employed in the bargaining unit.

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: MEETING REGARDING THE DETERMINATION OF PAY RATES FOR CASUAL EMPLOYEES

November 15, 2021

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

Dear Ms. Scott Burke,

The University agreed to meet with the Union during the term of the 2017—2020 renewal Collective Agreement to explain discuss its guidelines for determining the pay rates of Casual employees who perform a significant portion of the duties of a Staff-Appointed position in accordance with Article 21: Wages of the 2017—2020 renewal Collective Agreement.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

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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LETTER OF INTENT: CRISIS IDENTIFICATION AND REFERRAL TRAINING

DATE

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

Dear Ms. Burke,

During the term of the renewal Collective Agreement, the University and the Union agree to meet to explore training options available to front-line staff in respect of crisis identification and referral training. For clarity, for the purpose of this training, front-line staff shall be defined as employees who regularly interface with students and/or the general public. This training shall be provided with no loss of regular pay.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

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 Intent: Wage Increases Where Rates for Casuals are Linked to Staff-Appointed Rates (p.25) – RENEW
- Letter of Intent: Casual Bargaining Unit Data (p.26) – RENEW
- Letter of Understanding: E-Mail Addresses (p.27) – RENEW
- Letter of Intent: Orientation for New Employees in Hart House, Division of University Advancement and the Faculty of Kinesiology & Physical Education – Pilot Project (p.27) – AMEND
- Letter of Intent: Use of Temporary Office Staffing Agencies (p.29) – RENEW
- Letter of Intent: Posting for University of Toronto Student Casual Positions (p.30) – AMEND
- Letter of Intent: Definition of Casual Worker – Non-University of Toronto Students (p.31) – RENEW
- Letter of Intent Re: Biometrics (p.32) – RENEW
- Letter of Intent: Meeting Regarding the Determination of Pay Rates for Casual Employees (p.33) – AMEND
- Letter of Intent: Conversion to Staff-Appointed Status (p.34) - RENEW
- Letter of Intent: Access to Timesheet Information (p.35) – RENEW
- Letter of Understanding: Domestic Violence (p.36) – AMEND
- Letter of Intent: Departmental Data Regarding Employment of Casual Employees (p.37) – AMEND
- Letter of Intent: Casual Job Notices Board (p.38) – AMEND
- Letter of Intent: Employment Equity (p.39) – AMEND
- Letter of Intent: Standardized Patient Program (p.40) – AMEND
- Letter of Intent: Professional Development (p.41) – RENEW
- Letter of Intent: Casual Employees Working in Research Assistant Related Roles (p.42) – AMEND
- Letter of Intent: U of T Employees Sign-In Portal on JOBS.UTORONTO.CA (p.43) - RENEW
- Appendix X - Letter of Intent: Orientation (p.46) – RENEW
- Appendix X - Letter of Intent: Physical Space and Tools (p.46) - RENEW

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.

UoT & USW 1998 Casual
NEW - Land Acknowledgment

We wish to acknowledge this land on which the University of Toronto operates. For thousands of years it has been the traditional land of the Huron-Wendat, the Seneca, and the Mississaugas of the Credit. Today, this meeting place is still the home to many Indigenous people from across Turtle Island and we are grateful to have the opportunity to work on this land.

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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2:03

(a) In the event a USW Local 1998 Casual bargaining unit position with regularly scheduled hours of work of at least fourteen and one-half (14½) hours or more per week exceeds twenty-four (24) consecutive months’ duration, the position will become a staff-appointed position covered by the staff-appointed Collective Agreement and shall be posted to employees in the Staff-Appointed bargaining unit in accordance with the terms of that Agreement, as well as to external candidates, unless the incumbent qualifies for staff-appointed status as per Article 2:02(a)(1) and (2).

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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NEW Article 3:XX

Labour/Management Committee

3:XX The Union and the University acknowledge the mutual benefit of open two-way communication. Therefore, the parties agree that there will be a joint labour/management committee consisting of four (4) five (5) representatives from the University and four (4) five (5) representatives selected by the Union, one (1) of which shall be the Local Union President and one (1) of which shall be the Casual Unit President. The Staff Representative of the Union may also attend such meetings. Meetings will be held on a quarterly basis and each party shall submit to the other a written agenda, fourteen (14) calendar days before the upcoming meeting. The University will discuss the agenda items with senior University representatives, as appropriate, and may invite such representatives to the meeting in order to address specific items on the agenda. Such items may include any known issue(s) that will potentially impact the bargaining unit and/or its members. Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify or amend any part of the Collective Agreement. A representative of each party shall be designated Co-Chairperson, and the two (2) persons so designated shall alternate presiding over meetings.

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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UofT & USW 1998 Casual
Racial Discrimination

3:10 An employee who files a grievance under the Collective Agreement alleging that they have been discriminated against because of race contrary to Article 3:04 may, if they choose, meet with the University's Anti-Racism and Cultural Diversity Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union Representative if the employee so chooses. Thereafter an employee may resume the grievance process.

An employee may file a grievance alleging that they have been discriminated against on the basis of race if, after the University has exhausted available steps under the University’s Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment, the employee is dissatisfied with the outcome; or if sixty (60) working days have elapsed from the date the written report was finalized, signed by the employee, and submitted to the University, and the University has not provided the employee with a response to the complaint; or if the employee did not file a complaint under the Guidelines.

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.
Workplace Harassment

3:12 The University will provide an environment where employees are not subjected to workplace harassment. Employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the Occupational Health and Safety Act and the University’s Workplace Harassment Program (including the University’s Human Resources Guideline on Civil Conduct, and the University’s Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. For clarity, the current Occupational Health and Safety Act defines "workplace harassment" as: “engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.”

For clarity, workplace harassment may occur while on University of Toronto premises and in work-related activities or social events occurring off-campus. For clarity, workplace harassment that occurs through electronic means is covered by this Article.

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after forty-five (45) days have elapsed from the date the written complaint was brought to the attention of the University, identifying the conduct alleged to constitute workplace harassment, the University has not provided the employee with a response to the complaint. Such grievance will be filed at Step 3 of the grievance procedure. If not resolved at Step 3, the parties may agree to mediation or facilitation before an agreed-upon mediator or facilitator before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

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

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 Casual
ARTICLE 7: UNION REPRESENTATION

7:01 The University acknowledges the right of the Union to appoint or otherwise select, from among the members of the bargaining unit, up to eight (8) ten (10) Union Stewards, a Unit Griever three (3) Chief Stewards, one (1) at each of St. George, UTM and UTSC campuses, and a Unit President for the purpose of representing employees in the handling of grievances.

For clarity, if any of these individuals convert to Staff-Appointed status under Article 2:02 of the Staff-Appointed Collective Agreement during their elected/appointed term, it is understood that they may continue to be covered by this article for the remainder of their elected/appointed term.

Where the parties agree, the Union may designate more than one (1) Steward per division. However, there may not be more than one (1) Steward per department.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly and 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.
7:05 The University agrees to recognize and deal with a Union Grievance Committee made up of a Unit President, or Unit Griever Chief Steward and a Steward for a committee of two (2) three (3).

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.
NEW Article

7:XX Where there is a right to Union representation, and where the employee exercises that right, the University will provide the Union with as much advance notice as is practicable and will indicate the nature of the meeting at the time of the request. The Union will keep the nature of the meeting confidential and will not disclose it to the employee in advance of the meeting.

Where there is a right to Union representation, the employee will be notified and may exercise their right to Union representation.

The Union recognizes that there may be situations where a representative is requested after the commencement of a meeting and that advance notice will not always be practicable or possible. In such a case, the University shall notify the Union without delay that a representative is needed.

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 8: NEGOTIATING COMMITTEE

8:01 The University agrees to recognize and deal with a Negotiating Committee of not more than four (4) five (5) bargaining unit employees, one of which shall be the Unit President, along with the International Union Representatives and Local Union President.

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 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 thirty (30) 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. 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 forty (40) working days, including the informal step, after the grievor, became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.

In the case of complaints related to conversion or unpaid (or improperly paid) wages, this informal step must be initiated within sixty (60) working days after the employee became aware or ought reasonably to have become aware of the circumstances giving rise to the complaint.

Step One

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

Step Two

if the decision at Step One is not satisfactory, the written grievance may be
advanced by notifying the local Human Resource person representative within
ten (10) working days after receiving the Step One decision in writing. The
local Human Resources representative, who shall forward a copy to the
Principal, Dean, Division Head, Senior Executive Director, Labour Relations or
designate, or alternatively directly to Step Three within ten (10) working days
after receiving the Step One decision in writing. 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 Department Head
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 person
representative who shall forward a copy to the Vice-President, Human
Resources and Equity People Strategy, Equity & Culture or designate within
five (5) ten (10) working days after receiving the Step Two decision in writing. The
Vice-President, Human Resources and Equity People Strategy, Equity &
Culture or designate shall, within seven (7) fifteen (15) working days, hold a
meeting with the Union Grievance Committee (not to exceed two (2) three (3) in
number), the Local Union President, and a staff representative of the Union, or
his/her designate, in a further attempt to resolve the grievance. The Vice-
President, Human Resources and Equity People Strategy, Equity & Culture
or designate shall, within a further seven (7) 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 him/her 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/Mediation, at any time within sixty (60) working days after the decision is received under Step Three. If no written request for arbitration is received within this time period, the grievance shall be deemed to have been withdrawn and not eligible for arbitration.

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

9:05 A grievance arising directly between the University and the Union (which could not be grieved by an individual employee) shall be initiated at Step Two. Any grievance by the University or the Union as provided herein shall be commenced within fifteen (15) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.

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

Further, any step of the grievance process may be waived by mutual agreement of the parties.
9:07 Where no response to the grievance is given within the time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.

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

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.
10:02 (a) An employee who will be disciplined or discharged for cause, i.e. not terminated in accordance with the terms of the employee’s contract or letter of employment, while at work, will be notified of their right to have a Union Steward attend such a meeting in which such discipline or discharge will be issued. If the employee requests representation by a Union Steward, the supervisor University will send for their a Union Steward without undue delay and without further discussion of the matter with the employee concerned. If requested, the Union shall send a Steward or other authorized Union Representative immediately and without undue delay.

(b) Where an employee is required by their manager to participate in a meeting to investigate a matter which will likely lead to disciplinary action, the employee will be notified of their right to have a Union Steward attend such a meeting. If the employee requests representation by a Union Steward, the University will send for a Union Steward without undue delay and without further discussion of the matter with the employee concerned. If requested, the Union shall send a Steward or other authorized Union Representative immediately and without undue delay. The University will inform the employee of the day, time, location and general purpose of the meeting.

The University will provide information to the employee on accessing the Employee and Family Assistance Program.

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 Casual
ARTICLE 11: ARBITRATION / MEDIATION

11:01 When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request, in writing, addressed to the other party to this Agreement.

11:02 Prior to submitting a grievance to arbitration, the parties will discuss the possibility of mediation in the interest of resolving disputes at an early stage.

The parties will make best efforts to schedule a mediation within six (6) months of the Union advancing the grievance.

11:03 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, selected on a rotating basis from a panel of four (4) Arbitrators set out below or a Board of Arbitration as set out in Article 11:06 below:

Rob Herman
Louise Davie Jasbir Parmar
Kevin Burkett
Laura Trachuk

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

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

11:04 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.

11:05 The Arbitrator shall hear and determine the grievance as filed and their decision shall be final and binding on the parties hereto and the employees.

11:06 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.

11:07 The parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The parties will otherwise bear their own expense with respect to any arbitration proceedings.
11:08 The parties by mutual agreement may agree to establish a Board of Arbitration in respect of any grievance submitted for arbitration. In such a case the parties shall each appoint a nominee to the Board of Arbitration and the Chairperson of the Board of Arbitration will be one of the arbitrators set out in Article 11:03 above or such other Chairperson as the two nominees appointed by the parties otherwise agree. The provisions of Articles 11:04, 11:05 and 11:06 apply to a Board of Arbitration. Further, the parties will jointly bear the fees and expenses of the Chairperson on an equal basis. The parties will otherwise bear their own expenses with respect to the arbitration proceedings, including the fees and expenses of the nominee appointed by them.

11:08 An arbitrator shall have the right to extend the time limits under Section 48(16) of the Ontario Labour Relations Act.

11:09 The Employer agrees that the Steward and the grievor involved in the processing of the grievance shall not suffer any loss of regular wages during their attendance at arbitration or mediation hearings. It is understood no payment for time lost shall be made for attendance at such hearings to Union witnesses.

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.
Relief for Union Service

13:03 Provided that it will not unduly interfere with operations, the University will allow an employee to assume an official position with the International Union or within the Local Union for up to one (1) year. The employee will be relieved of all scheduled shifts during the period of union service. A request for relief for union service will be made in writing by the Union as far in advance as possible, but in any event at least one (1) month prior to the commencement of the relief period. Relief for union service shall be limited to not more than two (2) three (3) employees from the bargaining unit at any time. The University will grant year to year extensions with at least one (1) months written notice prior to the end of the year.

The employee will not have any entitlement to a position in the bargaining unit at the end of the period of union service, however, the employee will be permitted to apply, as a regular applicant, to positions in the bargaining unit. Without limiting the generality of the foregoing, in the event that the period of union service ends during the term of the employee’s current casual contract and the University continues to require the work covered by that contract, the employee may return to work for the remainder of that contract in accordance with its terms and conditions, except where such contract pertains to grant funded and/or research related work. For clarity, the employee is not entitled to return to grant funded and/or research related work regardless of when the period of union service ends.

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 Casual
ARTICLE 18: PUBLIC AND ADDITIONAL HOLIDAYS

18:01 Employees in the bargaining unit shall, if they qualify, be paid holiday pay based on the holidays listed in the Employment Standards Act of Ontario in effect at the time of the holiday, and any additional holiday(s) listed below.

At the time of signing this agreement, the following holidays were considered "public holidays" under the Employment Standards Act of Ontario:

- New Years Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday (additional holiday)
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

18:02 Eligibility for pay or time in lieu of pay under this Article shall be determined by the provisions of the Employment Standards Act of Ontario in effect at the time of the holiday, which will be replicated for the purpose of calculating holiday pay for any additional holiday(s) listed above.

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 20: SHIFT CANCELLATION

20:01 In the event that the University exercises its discretion to cancel an employee’s shift for reasons other than emergencies, unforeseen circumstances or situations beyond the University’s control, reasonable efforts will be made to notify the employee of such cancellation as far in advance as practicable. Should the University fail to notify an employee of such cancellation at least twenty-four (24) hours prior to the employee’s scheduled starting time for that shift, the University shall pay the employee the employee’s assigned hours of work for that shift at the employee’s regular hourly rate.

20:02 An employee who is regularly scheduled to work three (3) or more hours in a shift, and who reports to a regularly scheduled shift but works less than three (3) hours, despite being available to work longer, shall be paid a minimum of three (3) hours wages at the employee’s regular rate of pay.

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 22: TERMINATION

22:01 This Agreement shall be effective from July 1, 2020 2023 by both parties and shall continue in effect up to and including the 30th day of June, 2023 2026, and shall continue automatically thereafter for annual periods of one (1) year, unless either party notifies the other in writing within a period of ninety (90) calendar days immediately prior to the expiration date that it desires to amend the Agreement.

22:02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 22:01, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

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 25 26: UNION MEETINGS

Employee will be permitted to or may attend regularly scheduled General Membership Meetings during non-work hours. Employees may attend regularly scheduled General Membership Meetings during scheduled work hours, provided it does not interfere with operations and the employee obtains permission to attend from his/her their manager in advance of the meeting. Attendance at such meetings will be without pay.

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.
NEW

ARTICLE XX: PERSONNEL FILE

XX:01 An employee may review their personnel file, if any, provided that two (2) working days prior notice is given to the appropriate Local Human Resources Office. The employee is entitled to be accompanied by a Union Representative for up to one (1) hour to review the personnel file.

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

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.
NEW

ARTICLE XX: HOURS OF WORK

XX:01 Where casual employees are required to record and submit hours of work, managers will instruct such employees to record and submit hours that reflect actual hours worked.

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

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.
NEW

ARTICLE XX: CESSATION OF EMPLOYMENT

XX:01 At the end of their contract, an employee may request a meeting with their manager to request advice on how to improve their work-related qualifications. Further, an employee may request an exit interview with Human Resources to raise any workplace concerns.

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: CASUAL EMPLOYEES WORKING IN RESEARCH ASSISTANT RELATED ROLES

November 15, 2021

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 renewal Collective Agreement the University and the Union will discuss matters pertaining to casual employees working in Research Assistant related roles during Labour Management meeting(s).

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

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: EMPLOYMENT EQUITY

November 15, 2024

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 this Collective Agreement, the University and the Union agree to meet at a Staff Appointed Labour Management Committee meeting to discuss increasing casual employee participation in the University's voluntary Employment Equity Survey, and improved reporting on casual employee metrics.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

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: POSTING FOR UNIVERSITY OF TORONTO STUDENT CASUAL POSITIONS

November 15, 2021

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

Dear Ms. Scott Burke,

All vacancies for positions in the Faculty of Kinesiology & Physical Education, Hart House, and the Division of University Advancement Call Centre which recur from academic session to academic session, and where the vacancies are normally filled by, or reserved for, full-time students of the University, will be posted through Career Exploration & Education. This does not preclude the employing unit from using other resources to post the vacancy (or vacancies).

Disputes arising from the posting of a vacancy under this letter shall not be subject to the provisions of Article 9 (grievance procedure).

Additional areas may be proposed at the Staff Appointed Labour Management Committee, and added to this letter upon mutual agreement of both parties.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

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: CASUAL JOB NOTICES BOARD

November 15, 2024

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 this Collective Agreement, the University and the Union agree to meet at a Staff Appointed Labour Management Committee to discuss and explore the pilot of an electronic job notices board for casual positions during the term of the renewal Collective Agreement.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

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 Casual
LETTER OF INTENT: DEPARTMENTAL DATA REGARDING EMPLOYMENT OF CASUAL EMPLOYEES

November 16, 2024

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

Dear Ms. Scott Burke,

The University agrees that current employment levels in casual positions may be reviewed at the Staff-Appointed Labour Management Committee. For clarification, the University further agrees to provide the Union with data regarding the number of casual staff by department, including type of work performed, to the extent that is available, on a quarterly basis, to enable the Union to evaluate departmental usage of casual staffing arrangements.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

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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UofT & USW 1998 Casual
LETTER OF INTENT: SCHEDULED DEPARTMENTAL ORIENTATION SESSIONS FOR NEW EMPLOYEES IN HART HOUSE, DIVISION OF UNIVERSITY ADVANCEMENT AND THE FACULTY OF KINESIOLOGY & PHYSICAL EDUCATION—PILOT PROJECT

November 16, 2021

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

Dear Ms. Scott Burke,

The University will endeavour to notify the Union in writing no later than five (5) calendar days prior to of scheduled departmental orientation sessions in Hart House, the Division of University Advancement and the Faculty of Kinesiology & Physical Education, where there are 10 or more members of the bargaining unit in attendance. In such cases, time may be set aside either at the beginning or end of the agenda for the Union to make a presentation to their members, of up to 30 minutes in length. The portion of the agenda taken up by the Union will be made up of paid time. The Union shall reimburse the University for such paid time and will be responsible for recording attendance and remitting this information to the University to facilitate accurate payment.

The University, where requested by the Union, will meet during the life of the Collective Agreement to discuss the pilot project, including progress to date and possible expansion to other departments or divisions of the University.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

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 Casual
LETTER OF INTENT: STANDARDIZED PATIENT PROGRAM

November 15, 2024

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 this Collective Agreement, the University and the Union agree to meet at a Staff-Appointed Labour Management meeting to discuss matters related to the Standardized Patient Program.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

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 Casual
LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE

November 15, 2021

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

Dear Ms. Scott Burke,

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 supports that may be considered include but are not limited to short-term emergency housing, assistance in finding longer-term housing, and access to campus and community support, including Human Resources, Health & Well-Being Programs & Services, the Community Safety Office, the Employee Family Assistance Program (EFAP), and the Sexual Violence Prevention and Support Centre.

The University and the Union agree that, pursuant to the Employment Standards Act, 2000, eligible employees will be entitled to up to ten (10) full days of domestic or sexual violence leave every calendar year whether they are employed on a full-time or part-time basis. Employees are eligible for such leave if they or their child(ren) have experienced or been threatened with domestic or sexual violence.

An employee will give notice that they are taking such leave and provide any related documentation and correspondence to the Family Care Office.

All of the eligibility criteria and evidentiary requirements in the ESA shall also apply.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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LETTER OF INTENT: SCOPE

DATE

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

Dear Ms. Burke,

During the 2023-2026 round of collective bargaining negotiations, the Union expressed concerns regarding the University’s approach to determining whether or not individuals are “non-staff appointed employees” for the purposes of Article 2: Recognition and Scope of the Collective Agreement.

The University acknowledges the concerns that have been raised by the Union. The University also recognizes and affirms that, in making the above-noted determinations, it has an obligation to do so in a manner that is consistent with the applicable statutory and/or regulatory requirements.

In the event that the Union continues to have concerns in this regard, the University agrees to hear, consider and discuss such concerns at a Labour Management Committee meeting.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

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 Casual
LETTER OF INTENT: DISCONNECTING FROM WORK

DATE

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

Dear Ms. Burke,

Within ninety (90) days of the ratification of the renewal Collective Agreement, the University and the Union agree to meet at a Labour Management Committee meeting to discuss how the University’s Policy on Disconnecting From Work is being implemented and communicated to employees in the bargaining unit.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

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: WORKPLACE INVESTIGATIONS – SHARED VALUES,
PREVENTATIVE EFFORTS AND WORKPLACE RESTORATION – CIVILITY
GUIDELINE AND DISCRIMINATION GUIDELINE

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

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

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

An employee who has been involved in an early and/or informal resolution process that was unsuccessful may file or pursue a formal complaint pursuant to applicable policies and guidelines. The University understands the importance of mental health supports for parties involved in a complaint process and makes them available as applicable.

Employees may request interim arrangements while a complaint is being addressed, which the University will consider in accordance with relevant policies and the Collective Agreement.

The University explores workplace restoration after an investigation has taken place, where appropriate, in order to assist the parties to an investigation and their department(s) in fostering a return to a healthy, respectful, and productive workplace.

The University and Union agree that access to Union representation can be important to employees engaged in these processes.
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: COMPLAINTS BASED UPON ALLEGED BREACH OF CIVILITY GUIDELINES, AND/OR GUIDELINES ON DISCRIMINATION AND DISCRIMINATORY HARASSMENT

DATE

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

Dear Ms. Burke,

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

The parties value open communications regarding the process of addressing workplace complaints. To that end, the University will endeavour to keep the Complainant, the Respondent, and the Union if it is involved in the matter, updated as to the status of the complaint and in particular will endeavour to advise the foregoing of any material delays that may take place during the process of dealing with the complaint.

USW/USW Investigations - Civility Guidelines Only

In situations of a formal complaint that in the University’s view requires investigation under the Civility Guidelines and where both the Complainant and the Respondent are USW members, and where no members of any other employee group is either a Complainant or a Respondent (a USW/USW investigation), the investigation will be jointly conducted by the Union and the University to the extent set out below:

- Within 20 working days of receiving a formal written complaint identifying conduct alleged to constitute a breach of the Civility Guidelines, the University will develop the mandate for an investigation and provide it to the Union.

- The Union* and the University will each appoint an investigator as soon as they receive the mandate, and notify each other of the name of the investigator.
- The Union and University investigators will meet as soon as practicable after being given the mandate and will agree on an investigation process. If there is no agreement, the University process shall be followed with due regard for USW input.

- The Union and University investigators will jointly meet with and interview the Complainant, the Respondent, and any witnesses who are USW members. Either party may assign one other individual to attend interviews with its investigator, which in the case of the Union may be another Union Representative if representation is requested by the employee.

- The University investigator will meet with and interview non-USW member witnesses, and will provide the Union investigator with a summary of the material evidence provided by the non-USW member witnesses.

- The Union and University investigators will meet when the investigation is complete and attempt to reach a joint conclusion on the allegations.

- If the mandate for the investigation included the production of a written report, the University investigator will write the report within 20 working days, which will be reviewed by the Union investigator. Where the investigators are not in agreement on the content of the report, the Union investigator may provide a separate report.

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

* The Union will be responsible for training its investigators; a representative of the University will be entitled to meet with investigators chosen by the Union as part of the Union investigators' training.

Civility Guidelines, Guidelines on Discrimination and Discriminatory Harassment Investigators

The University will create a list of investigators from among Professional/Managerial employees and Academic Administrators at the University and will provide those investigators with an initial training program in conducting investigations including requirements for procedural fairness. The Union will be provided with up to one hour during the initial investigator training.
program to meet with investigators, including presenting any training material developed by the Union, and will be provided with an opportunity thereafter to meet with and present to any newly appointed investigator. The University reserves the right to have a management representative present at such meetings.

The University will provide the Union with the list of trained investigators on an annual basis. The University reserves the right to amend the list from time to time and will advise the Union when changes to the list are made and will provide training as appropriate to newly appointed investigators. The University retains the right to determine when an investigator from this list will be appointed to conduct an investigation and which investigator will be appointed.

Further, the University reserves the right to engage an external investigator to conduct any investigation, including USW/USW investigations, notwithstanding the process set out above. In determining whether to engage an external investigator, as well as in selecting the external investigator, the University will give due consideration to input provided by the Union, if any. For clarity, the final decisions in respect of engaging and selecting an external investigator rest with the University. The Union will be informed and provided with an opportunity to meet with the external investigator prior to the commencement of the investigation. The University reserves the right to have a management representative present at this meeting.

Pre-Investigation Meeting

In non-USW/USW investigations, one representative of the Union will be given an opportunity to meet with the investigator at the beginning of an investigation into allegations by and/or against a member of the USW bargaining unit in order for the investigator to advise the Union of the process they intend to follow, and in order for the Union to provide input into the process, including who the Union believes should be interviewed. Unless there is a reasonable explanation for not doing so, the investigator will interview witnesses identified by the Union as likely to be able to provide material evidence. The University reserves the right to have a management representative present at this meeting. The investigator will have final authority to determine the process they will follow in the investigation and will inform the parties accordingly.

Investigation Outcome

At the conclusion of an investigation into a complaint by and/or against a member of the USW bargaining unit, the University shall inform any Complainant and any Respondent who are members of the USW bargaining unit of the results of an investigation in writing, which shall include the following: what allegations were investigated; what allegations (if any) were not investigated and the reason(s) why; names of witnesses interviewed during the investigation (unless
there are specific reasons not to name one or more witnesses in a particular case; a summary of the evidence on each allegation; the investigator's finding on each allegation and the basis of the finding; and steps to prevent reoccurrence and corrective action taken (if any), in compliance with applicable legislation and University policy.

In non-USW/USW investigations, one representative of the Union will be given an opportunity to meet with the investigator at the conclusion of the investigation in order to discuss the outcome of the investigation. The University reserves the right to have a management representative present at this meeting. The parties will endeavour to meet before the outcome is provided to the Complainant and Respondent; however, the University reserves the right to convey the outcome to the Complainant and the Respondent before meeting with the Union. The Union shall be provided with an advance copy of any letters provided to USW members informing them of the outcome of the investigation.

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

NOTE: This Letter of Intent is not applicable to allegations or complaints of Sexual Harassment under the Collective Agreement or the University's Policy on Sexual Violence and Sexual Harassment.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

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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NEW – Appendix Y

LETTER OF INTENT: RESIDENCE DON MEETING SPACE

DATE

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

Dear Ms. Burke,

Casual summer residence dons will not be required to meet with residents in the residence don’s bedroom where the residence don has another room or where the College has identified a suitable alternative meeting location.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

For the Union

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UofT & USW 1998 Casual
Housekeeping Items

- Gender neutral language throughout (i.e., Article 6:05)
- Change all instances of "Unit Grievor" to "Chief Steward"
- Appendix X – add Appendix letter to articles (e.g., "Article X2")

For the University

[Signature]

For the Union

[Signature]

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