

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 578**

and

The Governing Council of The University of Toronto

DURATION: July 1, 2002 TO: June 30, 2005



Sector 9
5-578-401-20050630-9

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COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of March 26, 2004.

- between -

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

- and -

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 578
(hereinafter called "the Union")

ARTICLE 1: RECOGNITION AND COVERAGE

1:01 The Employer recognizes the Union as the exclusive bargaining agent for all regular and term Research Officers, known collectively as the Professional Research Staff. Temporary employees hired as Research Officers are excluded from the bargaining unit.

It is understood by the parties that Professional Research Officers may also be registered as graduate students at OISE/UT. Notwithstanding the foregoing, for the purpose of clarity, students registered at OISE/UT who, in relation to their academic program, are employed as Graduate Student Research Assistants on externally funded research development grants or contracts are not members of this bargaining unit.

1:02

(a) Term employees may be hired only:

- (i) for positions which require specialized skills and/or knowledge, where such specialized skills are required relatively infrequently, or when regular staff members cannot be made available by the necessary starting date; or
- (ii) to fill positions vacated temporarily by employees on leaves of absence or long term disability.

(b) A term employee shall mean any employee hired for a period greater than four (4) months but not to exceed thirty-six (36) months.

(c) Term employees shall not be considered seniority employees for the purpose of Article 9.

(d) Term appointments may only be made in cases where the position has first been posted according to Clause 9:06.

(e) A term employee may not be re-appointed as a term employee within twelve (12) months of the termination date of the previous appointment.

(f) A term employee may, at the discretion of the Employer, be considered eligible for appointment to regular status.

(g) The number of term employees may at no time exceed fifteen (15) percent of the total number of Research Officers employed:

Notwithstanding 1:02 (c), a seniority employee who accepts employment under this clause shall continue to be considered as a seniority employee.

- 1:03 A temporary employee shall mean a person hired by the Employer for a period of four (4) months or less. No temporary employee shall work for more than a cumulative total of four (4) months during any twelve (12) month period.
- 1:04 The Employer shall not lay off regular employees for the purpose of replacing them with temporary or term employees.
- 1:05 An assignment of work of a type normally performed by Research Officers and for which remuneration is to be through honoraria in excess of two thousand (2,000) dollars for that assignment, shall be made only after consideration for such assignment has been given to qualified regular employees on layoff or on notice of layoff. For purposes of this article, the decision as to whether a particular assignment involves "work of a type normally performed by Research Officers" shall be made by the Dean's Administrative Designate. Honoraria which meet the conditions of this Article will be reported to the Union.

ARTICLE 2: RELATIONSHIP

- 2:01 The Employer 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 or members because of an employee's membership or non-membership in the Union or because of her/his activity or lack of activity in the Union.
- 2:02 The Union further agrees that there will be no solicitation for membership, collection of dues, or other union activities on the Employer's premises during working hours, except as specifically permitted by this Agreement or in writing by the Employer.
- 2:03
- (a) The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, or harassment exercised or practised with respect to any employee or any applicant seeking to become an employee in any matter concerning the application of the provisions of this agreement by reason of race, creed, colour, age, national origin, nationality, citizenship, ancestry, sex, sexual preference, marital or parental status, the number of dependents of the person, family relationship, religious or political belief, affiliation or activities, Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illnesses, AIDS-related complex (ARC), positive Human Immune Deficiency Virus (HIV) test, place of residence, physical handicap or disability, provided that the latter three (3) factors do not interfere with the ability to perform the necessary job requirements.

The Employer further agrees to abide by the Ontario Human Rights Code.

- (b) Harassment can be multi-faceted. Should this occur, complainants need not make a complaint on one specified ground, but may make a complaint that acknowledges the multi-faceted nature of harassment. That is, grievances may address harassment on multiple grounds, e.g., racial-sexual harassment.
- (c) Notwithstanding Clause 2:03(b), if an employee alleges that she has been discriminated against because of her pregnant condition, where such alleged discrimination is prohibited under the Ontario Human Rights Act on the basis of the sex of the employee, the Employer and the Union agree that the matter can be dealt with in accordance with Article 6.

- 2:04 The Employer and the Union agree that there shall be no form of sexual harassment exercised or practised with respect to any employee in any matter concerning the application of the provisions of this agreement.
- 2:05 For purposes of this collective agreement, "sexual harassment" means:
1. Making submission to an unsolicited sexual advance or solicitation, expressly or by implication, a term or condition or an employee's right to or continuation of or advancement in employment; and/or
 2. Using or threatening to make use of, rejection of an unsolicited sexual advance or solicitation as a basis for employment or other decisions affecting the employee or the employee's progress; and/or
 3. Physical conduct, occurring either on the Employer's premises or in the pursuit of a University activity or business, which emphasizes the sex or sexual orientation of one or more employees in a manner which the actor knows or ought reasonably to know creates for the employee or those employees an intimidating, hostile, or offensive working or learning environment; and/or
 4. Verbal conduct or other forms of communication occurring either on the Employer's premises or in pursuit of a University activity or business, that is directed at one or more specific employees, that emphasizes the sex or sexual orientation of that employee or those employees in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile or offensive working or learning environment, and that exceeds the bounds of freedom of expression or academic freedom as these are understood in University policies, including but not restricted to those explicitly adopted.

Harassment and Sexual Harassment Grievances

- 2:06 An employee who believes she/he has been harassed may file a grievance under the normal grievance procedure. The time limit for filing such a grievance shall be six (6) months from when the alleged harassment occurred.
- 2:07 Grievances alleging harassment as outlined in article 2:03 (a) or sexual harassment shall be initiated at Step Two. Where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step. No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 2:08 It is agreed that where an employee elects to submit a grievance alleging sexual harassment, she/he shall forfeit her/his right to file a "complaint" under the Employer's Sexual Harassment Policy.
- 2:09 Where an employee believes she/he has been the victim of sexual harassment, she/he may request, through the Union, to discontinue contact with the alleged harasser. Every effort shall be made to separate the parties in the employment relationship, without the complainant suffering any penalty. The Employer and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
- 2:10 Witnesses who give information and/or evidence in a harassment complaint as outlined in article 2:03(a) or sexual harassment complaint shall suffer no penalty of an employment or other nature.

- 2:11 In the event that both the complainant and the respondent are employees covered by this Agreement, the Union and the Employer will appoint a mutually agreed-upon third party to investigate the complaint. Within two (2) months, the investigator shall submit a report to the Union and the Employer. The report may recommend discipline; e.g., ordering an apology, counselling, etc. The report shall not preclude the possibility of a grievance being filed on behalf of the complainant or respondent.

ARTICLE 3: NO STRIKE NO LOCKOUT

- 3:01 Neither the Union nor any employee shall take part in or call or encourage any strike or any suspension of work which shall in any way affect the operations of the Employer, nor shall the Employer engage in any lockout, "strike" and "lockout" being as defined in the *Ontario Labour Relations Act*.

ARTICLE 4: UNION DUES DEDUCTION

- 4:01 Membership in the Union shall be on voluntary basis; however, each employee shall have deducted by the Employer from each monthly pay during the term of the Agreement an amount equivalent to the union dues or any assessments as are uniformly levied upon all members of the Union in accordance with its constitution and by-laws.
- 4:02 The amount so deducted shall be remitted to the Director of Finance of the Union at its main office, 100 Lesmill Road, North York, Ontario, M3B 3P8 not later than the fifteenth (15th) day of the month following the deduction, accompanied by a list of the names of the employees from whose wages the deductions have been made. The Employer will inform the Union of the addresses of all employees on staff as of the date that this contract is ratified by both parties, and will inform the Union of the addresses of new employees and of any changes of address of employees which those employees report to the Employer, except in those cases where any employee has informed the Employer in writing that she/he does not wish to have her/his address divulged. The Union agrees to indemnify and save the Employer harmless from any claims, which arise as a result of its compliance with the provisions of this Article.
- 4:03 The total of all such deductions shall be reported to the employee on the employee's T4 form or equivalent.
- 4:04 The current formula of union dues deduction will be applied to any increases which produce retroactive payments.

ARTICLE 5: MANAGEMENT RIGHTS

- 5:01 The Union acknowledges that it is the exclusive right of the Employer to:
- (a) maintain order, discipline, and efficiency.
 - (b) hire, discharge, transfer, classify, assign, appoint, promote, demote, layoff, recall and suspend or otherwise discipline employees subject to the right to lodge a grievance in the manner and to the extent provided in this Agreement.

- (c) generally to manage the University and, without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of campuses and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

5:02 The Employer agrees that the exercise of these rights in conflict with the express terms of this Agreement shall be subject to the provisions of the grievance procedure.

ARTICLE 6: GRIEVANCE PROCEDURE

Complaints

6:01

- (a) It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible and it is understood that if an employee has a complaint, the employee shall discuss it with the immediate supervisor or designate, within ten (10) days of the day on which the employee should reasonably have become aware of the occurrence or origination of the circumstances giving rise to the complaint in order to give the immediate supervisor or designate an opportunity of adjusting the complaint. The discussion shall be between the employee and the immediate supervisor or designate, unless the employee requests that the union steward be in attendance. The response of the immediate supervisor or designate shall be given within five (5) days after the discussion with the employee. The immediate supervisor shall mean one who is not a member of the bargaining unit and who is directly responsible for the supervision of the employee.
- (b) Notwithstanding the foregoing, an employee on layoff, approved leave or terminated, may submit a grievance at Step 1 as provided in 6:02, within fifteen (15) days of the day on which the employee should reasonably have become aware of the occurrence or origination of the circumstances giving rise to the complaint.

Grievances

6:02

- (a) A grievance shall be defined as any difference arising with respect to the interpretation, application, administration or alleged violation of this Agreement.
- (b) Failing settlement of a complaint, it shall be taken up as a grievance in the following manner and sequence provided it is presented within ten (10) days of the reply to the complaint given by the immediate supervisor or designate.
- (c) Where a grievance pertains to a decision made by the Dean's Administrative Designate as immediate supervisor or unit head, Step 1 of the grievance procedure will be bypassed.

Step 1

- 6:03 An employee shall present a signed grievance in writing to the Dean's Administrative Designate setting forth the nature of the grievance, the surrounding circumstances and the remedy sought. The Dean's Administrative Designate shall arrange a meeting within five (5) days of the receipt of the grievance at which the grievor shall attend and discuss the grievance. The grievor may be accompanied at such meeting by the Union Steward, if so requested. The Dean's Administrative Designate will give the grievor the decision in writing within five (5) days following the meeting. If the grievor is not satisfied with the decision, the grievor shall present the grievance in writing at Step 2 within five (5) days of the day the decision was received.

Step 2

- 6:04 The grievor shall present the grievance to the Dean or Designate. The Dean or Designate shall convene a meeting concerning the grievance, at which the grievor shall have an opportunity to be present, within ten (10) days of the presentation, and shall give the grievor and the Union Steward the decision in writing within five (5) days following the meeting. In addition to the Union Steward, a Union staff representative may be present at the meeting herein if requested by the employee or the Employer. The Dean or Designate may have such officials or counsel attend as she/he deems necessary. In the event any difference arising from the interpretation, application, administration or alleged contravention of this Agreement has not been satisfactorily settled under the foregoing Grievance Procedure, the matter shall then, by notice in writing given to the other party within ten (10) days of the date of receipt by the grievor of the decision at Step 2, be referred to arbitration as hereinafter provided.

Where no reply to a grievance is given within the limits specified, the grievor or the Employer, as the case may be, shall be entitled to submit the grievance to the next step of the grievance procedure. It is agreed that the time limits set out with respect to grievances and arbitration are mandatory and in the event of failure to act within the time limits, the grievance will be deemed to be abandoned.

The Arbitrator or Arbitration Board shall have the power to extend the time for the taking of any step in the grievance procedure, provided that the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension. The time limits imposed upon either party at any stage of the grievance procedure may be extended by mutual written agreement of the Employer and the Union.

Arbitration

- 6:05 The notice of intention to proceed to arbitration shall contain the grievance form, correspondence between the parties relating to the grievance, and the name and address of the party's nominee as sole arbitrator.

The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of its selection of an arbitrator within ten (10) days after receiving the notice. If the parties are unable to agree upon the selection of an arbitrator within the period of ten (10) days, either party shall then have the right to request the Minister of Labour to appoint an arbitrator.

Alternatively, the parties may mutually agree that the grievance be referred to a board of arbitration. The party who gives the notice that the grievance be referred to a board of arbitration shall notify the other party of the name and address of the party's nominee to the proposed arbitration board. The party who receives the notice of intention to proceed to a board of arbitration shall then notify the other party of the name and address of their party's nominee to the proposed arbitration board within ten (10) days after receiving the notice. The

two (2) nominees shall attempt to select a chairperson for the board. If they are unable to agree upon the selection within a further period of ten (10) days after the appointment of the second nominee, either of the parties shall then have the right to request the Minister of Labour to appoint a chairperson for the board.

Grievances as set out in Article 6:07 and 6:08 that are referred to arbitration shall be referred to a board of arbitration, the procedure for which is set out in Article 6:05.

Alternatively, the parties may mutually agree that the grievance be referred to a single arbitrator, the procedure for which is set out in Article 6:05.

- 6:06 The Arbitrator or Arbitration Board shall not be authorized to alter, modify or amend any part of the terms of this Agreement, nor to make any decision inconsistent therewith, nor to deal with any matter that is not a proper matter for grievance under this Agreement. The jurisdiction of the Arbitrator or the Board shall be final and binding upon the parties. The Board's decision shall be unanimous or one reached by a majority of votes; provided, however, that if there is no majority decision of the Board, then the decision of the chairperson shall constitute the final and binding decision of the Board.
- 6:07 The Employer and the Union shall each pay one-half (1/2) the remuneration and expenses of the Arbitrator or Chairperson of the Arbitration Board and shall each pay the remuneration and expenses of its nominee to an Arbitration Board. No grievance may be submitted to or be dealt with by an arbitrator or Board of Arbitration unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.
- 6:08 Where the Arbitration Board determines that a disciplinary penalty or discharge is excessive it may substitute such other penalty for the discipline or discharge as it considers just and reasonable in all circumstances.

Employer Grievance

- 6:09 The Employer shall have the right to file a grievance against the Union with respect to the interpretation, application, administration, or alleged contravention of the Agreement. Such grievance shall be commenced by presenting, in writing, a grievance signed by the Dean or Designate, to the Union within five (5) days of the day on which it became aware or ought reasonably to have become aware of the occurrence or origination of the circumstances giving rise to the grievance, commencing at Step No. 2. Failing settlement at a meeting held within ten (10) days of the presentation of the grievance, the Union shall give the Employer its written reply to the grievance within five (5) days following the meeting. Failing settlement, the Employer may refer the grievance to Arbitration pursuant to Article 6:03 within ten (10) days of receipt of the Union's reply.

Union Grievance

- 6:10 The Union shall have the right to file a grievance based on a difference directly with the Employer arising out of the Agreement concerning the interpretation, application, administration, or alleged contravention of the Agreement. Such grievance shall not include any matter upon which an employee would be individually entitled to grieve and the regular grievance procedure shall not be bypassed, unless such matter affects the security of the Union. Such grievance, signed by the President of the Local Union or designate of the Union, must be presented in writing by registered mail or personal delivery to the Director of Human Resources or designate within five (5) days of the day on which the Union became aware or ought reasonably to have become aware of the occurrence or origination of the circumstances giving rise to the grievance. Failing settlement at a meeting held within ten (10) days of the presentation of the grievance, the Employer shall give the Union its written reply to the

grievance within five (5) days following the meeting. Failing settlement, the Union may refer the grievance to Arbitration pursuant to Article 6:03 of this Agreement within ten (10) days of receipt of the Employer's written reply. In addition to the Local Union President and the Union Steward, a union staff representative may be present at the meeting if requested by the Union or the Employer. The Dean or Designate may have such officials or counsel attend as she/he deems necessary.

- 6:11 A discharged seniority employee who alleges the discharge was not for just cause may present a written grievance signed by the employee to the Dean or Designate provided it is done within five (5) days of the discharge. Step 1 of the grievance procedure shall be omitted in such cases.
- 6:12 For the purposes of this Agreement, "day" means a working day.

ARTICLE 7: REPRESENTATION

- 7:01 The Employer will recognize a seniority employee as the grievance steward upon receipt of written notification from the Union of the name of such grievance steward.
- 7:02 The grievance steward shall be allowed reasonable time off work without loss of regular pay for the purpose of assisting employees in the presentation of grievances at various steps in the Grievance Procedure provided she/he first obtains permission from the Unit Head. Such permission shall not be unreasonably withheld.
- 7:03 The Employer shall recognize a Union Negotiating Committee consisting of up to five (5) employees for the purpose of meeting with the Employer in negotiating a renewal of the Collective Bargaining Agreement. Such employees shall continue to receive their regular salary for the time spent in negotiation meetings with the Employer up to but not including conciliation.

ARTICLE 8: UNION/MANAGEMENT COMMITTEE

- 8:01 The Union may appoint a committee composed of up to three (3) seniority members for the purpose of Union-Management meetings with a committee of three (3) members appointed by the Employer. Such meetings shall be scheduled at least four times per year, and at other times as mutually agreed upon, provided that either party requests and gives at least seven (7) days prior notice accompanied by an agenda of matters proposed to be discussed.
- 8:02 It is agreed that matters to be discussed at such meetings shall be the application of the provisions of this Agreement, the clarification of procedures or conditions causing misunderstanding or grievances and such other subjects which are mutually agreed upon. Meetings shall not be used to discuss matters which are the subject of a grievance nor to discuss any matters which are, at the time, the subject of collective bargaining.

ARTICLE 9: SENIORITY

9:01

- (a) A regular employee will be considered on probation until the completion of three (3) months of continuous employment with the Employer. Upon completion of such probationary period, the regular employee's name shall be placed on the seniority list. The discharge of a probationary employee shall not be made the subject of a grievance.

A term employee will be considered on probation until the completion of three (3) months of continuous employment with the Employer.

- (b) Employees who do not have Research Officer seniority, and who transfer into a regular Research Officer position from another staff category will be subject to this article.
- (c) Article 9:01(a) notwithstanding, employees who are appointed to regular positions as per Article 1:02(f) shall be deemed to have completed the probationary period.

9:02

- (a) Seniority means the length of service with the Employer as a regular Research Officer since the date of the last hiring according to the Employer's records.
- (b) Article 9:02(a) notwithstanding, term employees who are appointed to regular status as per Article 1:02(f), and former term and regular employees shall be placed on the seniority list as of the date of the regular appointment, with full seniority credited for all term and regular employment within the previous thirty-six (36) months.
- (c) A regular Research Officer who transfers into another staff category in the University will retain the Research Officer seniority accumulated at the time of transfer but will not accumulate Research Officer seniority while in the other staff category. The Research Officer seniority of a Research Officer who has transferred to another staff category will be taken into account with respect to Article 10:02 in the event that she/he applies for a Research Officer position.
- (d) Seniority will accumulate during maternity leave and on Long Term Disability.
- (e) In the event of a layoff or leave of absence beyond two (2) consecutive months, seniority will be credited for only the first two (2) months.

- 9:03 An employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if the employee:

- (a) voluntarily quits the employ of the Employer; or
- (b) is discharged and such discharge is not reversed through the grievance procedure; or
- (c) is absent for five (5) consecutive working days unless a reason satisfactory to the Employer is given; or
- (d) fails to return to work upon termination of an authorized leave of absence unless a reason satisfactory to the Employer is given or utilizes a leave-of-absence for purposes other than those for which the leave-of-absence was granted; or
- (e) is absent due to illness for a period which exceeds the termination date of that term appointment; or

- (f) fails to notify the Employer of her/his intention to report for work within ten (10) days from the date that the Employer had dispatched to him/her notice of recall by registered mail, unless a reason satisfactory to the Employer is given; or
- (g) fails to report to work after being recalled from layoff within ten (10) days of notifying the Employer of her/his intention to report for work, unless a reason satisfactory to the Employer is given; or
- (h) is absent due to layoff for more than twelve (12) cumulative months from the date of layoff; the layoff period will be extended from the date of layoff by the amount of time worked in temporary positions;
- (i) a term employee will be deemed to have terminated employment with the Employer upon the termination of the term appointment or if Articles 9:03(a),(b),(c),(d) or (e) are satisfied.

Layoff - Termination/Employment Continuance Options

9:04

- (a)
 - (i) Regular employees shall receive notice of layoff twelve (12) weeks prior to the termination date of the position as determined by the employer and communicated to the employee in writing, or a greater amount of notice of layoff as required by the *Employment Standards Act*.
 - (ii) Within fifteen (15) working days of receipt of layoff, the employee will elect one of two options. The "bridging period" as provided under Option 2 is available to an employee during any twelve (12) month period and is never to exceed 100% FTE on a cumulative basis.
 - 1. Terminate employment at the termination of the position, and receive severance pay as specified in Article 14:05(a) and (b) plus up to five hundred (500) dollars to be used towards career development activities. Employees electing this option may become eligible for new and vacant positions at the discretion of the Employer, subject to no other employee(s) on or facing layoff or involuntary reduction of percentage of employment being eligible for such positions.
 - 2. Continue employment beyond the termination date for the bridging period as specified below during which time the employee agrees to undertake activities related to professional career development as set out in a plan proposed by the Employee and approved by the Employer. Examples of activities which may be part of such a plan include: courses aimed at acquiring or enhancing competencies, skills or knowledge base; participating in career counselling; and/or pursuing potential research proposal opportunities. Failure to accept any reasonable assignment(s), [which may include an assignment requiring the displacement of another bargaining unit employee with lesser seniority as set out in Article 9:04(b)(iii)] and/or failure to undertake career and professional development activities shall result in the employee being liable for termination without receiving severance pay. Employees electing this option shall continue to receive regular salary and benefits at their regular percentage of employment for:

- Employees with ten (10) or more years of service, three (3) months beyond the termination of the position.
- Employees with three (3) but fewer than ten (10) years of service, two (2) months beyond the termination of the position.
- Employees with fewer than three (3) years of service shall not receive any continuation of employment beyond the termination of the position.

Severance pay shall be given to a seniority employee:

- (a) One (1) year after she/he is laid off if the employee has not been recalled to a regular position; or
- (b) When she/he notifies the employer, in writing, that she/he no longer wishes to be recalled, such notice being given not before three (3) months of layoff.
- (c) Severance pay to seniority employees shall be calculated on salary in effect at the time of lay-off, and shall be prorated according to length of service as follows:

0.7 months salary for each year of service up to a maximum of fifteen (15) years, prorated for parts of a year.

- (d) Severance pay for part-time employees shall be prorated on the basis of the average percentage of time indicated in the appointments.

- (iii) During the continuation period, employees electing Option 2 may apply to the Dean or the Dean's Designate for funding of up to one thousand (1,000) dollars to be used in support of professional development activities.

- (b) In any layoff(s) or impending layoff(s) (i.e. employee in receipt of formal notice of layoff), or involuntary reduction(s) of percentage of work time in accordance with Article 9:04(c)(iii), subject to (i) and (ii) below, the employee(s) having the greater seniority will be given preference in order of seniority and the following will be carried out:

- (i) Notwithstanding clause 10:02, the employee will be placed in any new or vacant regular or temporary position(s) which are available and for which, in the judgement of the Employer (exercised in a non-arbitrary manner), the employee has the knowledge, skills, and abilities. If placed in a temporary position or in a term appointment according to Article 1:02(g)(ii), an employee facing layoff will retain regular status.

- (ii) When (i) is not possible and the employee selected Option 2 in Clause 9:04(a)(ii), and the employee is not currently on layoff, the employee will be placed in a position held by a term employee or in the regular position held by the least senior employee for which, in the judgement of the employer (exercised in a non-arbitrary manner), the employee facing layoff has the knowledge, skills, and abilities required for the position.

- (iii) When neither (i) nor (ii) is possible, an employee who has selected Option 2, may be placed in multiple positions to a maximum total of 100% FTE, which in the judgement of the Employer (exercised in a non-arbitrary manner), the employee facing layoff has the knowledge, skills and abilities required. Only one of these positions may be a position held by a term employee or a regular position held by a less senior employee.

- (c) (i) In cases of involuntary reduction of twenty percent (20%) or more of the employee's regular position, regular employees shall receive twelve (12) weeks notice.

- (ii) Employees who are on or facing involuntary reductions of work time will be offered new or vacant part-time regular positions or new or vacant part-time temporary positions where, in the judgement of the Employer (exercised in a non-arbitrary manner), the employee on or facing involuntary reduction in percentage of work time has the knowledge, skills, and abilities required for the part-time position.
- (iii) Fifteen (15) days prior to the implementation of the reduction, regular employees facing involuntary reductions of twenty (20) percent or more may elect any one of the options specified in Article 9:04(a)(ii), or may elect to accept the reduction. Employees electing to accept the reduction shall be eligible for placement as specified in Article 9:04(c)(ii). Employees electing Option (2) will normally remain in their continuing positions and receive supplementary assignments.
- (iv) Notwithstanding Article 9:04(c)(iii), where a reduction has not been included in a staffing plan reported to Human Resource Services at or before the position was filled, or six (6) months prior to the date of reduction (whichever is the shorter period), an employee facing a reduction of less than twenty (20) percent may also elect any of the options specified in Article 9:04(a)(ii) or may elect to accept the reduction. For purposes of this clause only, a position which continues past the original termination date due to extension or renewal of funding is deemed a new position.
- (d) During the period of notice of layoff, employees facing layoff will be required to indicate which of the OISE/UT's various working locations (that is, Central OISE/UT plus Field Centres) would be an acceptable location. Employees facing layoff will normally be offered positions only at those locations which are designated as acceptable.
- (e) Where, in the judgement of the Employer (exercised in a non-arbitrary manner), an employee lacks a certain skill which can be learned in a reasonably short time without detrimental effects to the project, such deficiency will not be grounds for refusal to place the employee in the particular position.
- (f) The employer shall provide the Local President with notice of any job postings for positions prior to the job being posted.

9:05

- (a) The procedure for recall to non-temporary jobs will be as follows:

Notice of recall shall be sent to the person by registered mail and shall be good and sufficient notice if sent to the last address the person has communicated, in writing, to the Employer.
- (b) If requested, Human Resource Services will assist Research Officers in accessing information on existing temporary positions.
- (c) If an employee on layoff accepts a temporary position or a term appointment exceeding two (2) months duration, that employee will be treated as if he or she were working in a regular position and the employee will be deemed to be recalled.
- (d) An employee who has been placed on layoff after selecting Option 2 according to Article 9:04(a)(ii) may not refuse recall to a position of four (4) months or more at his or her regular pre-layoff percentage. Failure to respond after such recall (as per Article 9:03(f)) will render the employee subject to termination under Article 9:03(f) and (g) without severance pay.
- (e) Notwithstanding Article 9:04(a)(i), employees recalled for positions shorter in duration than the

period of notice shall receive notice of layoff equivalent to the length of the position to which they are recalled.

ARTICLE 10: POSTING

10:01

- (a) In the case of a vacant or a new position, other than any continuing positions on renewed projects as determined by the Employer, Human Resources shall advertise such positions to the employees by posting for a period of five (5) working days. Any employee wishing to be considered for an advertised position shall, within such period of time, make application in writing to the designated Human Resources representative. Such posting shall include the date of posting, a brief outline of the position, the qualifications, skills, required knowledge, education and classification.
- (b) The Union-Management Committee shall be informed of any extension of positions as determined by the Employer and upon request, shall be provided with explanations of such decisions.
- (c) Notwithstanding Article 10:01(a), when a Research Officer is a Principal Investigator, and no faculty member is a Principal Investigator on the same project, the Research Officer position will not be posted.
- (d) The Union-Management Committee will be informed of any reclassification of a Research Officer position to a classification within another bargaining unit and, upon request, shall be provided with the explanations of such decisions.

10:02

- (a) In determining which employee it shall select to fill the posted position, the Employer shall use the following two (2) factors:
 - (1) the seniority of each employee concerned;
 - (2) the requirements of the position and the project of which it is a part, the knowledge, skills and abilities of each employee concerned to do the work required by the Employer.
- (b) When in the judgement of the Employer (exercised in a non-arbitrary manner), (a)(2) is relatively equal as between two (2) or more employees, the employee having greater seniority will be given preference.
- (c) Upon request, any unsuccessful applicant shall be notified in writing of the reasons for not being selected for the vacant or new position in question.
- (d) The Employer will endeavour to accommodate any employee who wishes to job share.
- (e) The Employer will split new or vacant positions to prevent involuntary reductions in percentage of work time or layoffs of employees with partial appointments, consistent with seniority rights, where, in the judgement of the Employer (exercised in a non-arbitrary manner) the employees facing layoff have the knowledge, skills and abilities required for the position and where the split will not jeopardize the successful completion of the project.

- 10:03 Modification of the procedures for the placement of regular Research Officers shall not be made without prior consultation with the Union-Management Committee. Any changes resulting from such consultation will be communicated to the Union prior to implementation.

- 10:04 The Union shall be notified once every three (3) months of all all temporary, part-time, and full-time regular and term appointments and hirings, any change of percentage of time worked for regular and term employees, layoffs, recalls, transfers, terminations and promotions. The duration of term and temporary appointments shall be specified. Where a temporary employee is an OISE/UT student, this will be indicated.
- 10:05 When the Employer decides to administer a test or to give an employee trial tasks to perform in conjunction with the selection of an employee for a position, the Employer will give prior written notification to both the employee and the Union. Such notice shall indicate the general nature of the test and/or trial tasks. The Employer will inform the employee about her/his performance on the test and/or trial tasks.

ARTICLE 11: LEAVES OF ABSENCE

Leave of Absence for Union Purposes

- 11:01 The Employer will grant leave of absence without pay to employees selected by the Union for the purpose of attending union conferences, seminars and training courses provided reasonable notice is given to the Employer and an adequate replacement or replacements can be found, if necessary. The total amount of leave of absence granted to the bargaining unit under this article shall not exceed ten (10) days in any calendar year.

Bereavement Leave

- 11:02 The University will grant up to three (3) days of paid leave in the event of the death of an employee's spouse or same-sex partner, children (including step-children), grandchildren, parents, parents-in-law, sibling (including step-brother, step-sister), brother-in-law, sister-in-law, and grandparents, or the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g., a close friend).

An employee may use paid personal leave days, if available, to supplement the paid leave for up to two (2) additional days. Where an individual has exhausted her/his paid personal days, the leave may be extended to provide for up to an additional two (2) days' paid leave.

Paid Personal Leave

- 11:03 Beginning July 1 of each year, an employee may be granted, for good reason, up to four (4) days' paid personal leave annually which must be approved by the employee's supervisor. Such leaves of absence shall not accrue from one year to another if not used in that year. Reasons for such leaves include, but are not limited to, care of family members, parent teacher interviews, observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave, and attending to emergency situations. Application for leave of absence must be made in writing, indicating the reason for the application, and must be submitted to the employee's supervisor at least five (5) days in advance. In the event of an emergency, the requirement to provide five (5) days' advance notice shall be waived, however, the employee shall in applying for the emergency paid personal leave of absence provide an explanation as to the nature of the emergency.

Leave for Executive Board Members

- 11:04 When an employee is elected or appointed to a full-time position with OPSEU, the Employer shall grant a leave of absence, with pay and benefits covered by OPSEU and without loss of seniority for the duration of such leave, provided it does not unduly interfere with operations. At the end of the assignment, the employee shall, upon (4) four weeks' notice be returned to

her/his position, held immediately prior to the commencement of the leave. If the position no longer exists, the employee is eligible for severance provisions as per article 9:04 (a)(ii) a, b, c, and d.

ARTICLE 12: HOURS OF WORK

- 12:01 Nothing in this Agreement shall be considered to be a guarantee of work or of hours of work per day or per week.
- 12:02 The work week for full-time employees consists of thirty-six and one-quarter (36¼) hours and the standard work day is seven and one-quarter (7¼) hours. The work week for part-time employees will be prorated on the basis of the percentage of time indicated in the appointment. The hours and days of work may be varied by the employer having regard for the need to maintain normal functions and services and for the special needs of staff members. Hours worked in excess of the work week for full-time and part-time employees shall be authorized by the Unit Head or her/his designate and will be normally taken as equivalent time off.

ARTICLE 13: PAID HOLIDAYS

- 13:01 The following holidays will be granted with pay at the employee's regular rate of pay for the employee's normal number of daily working hours:

| | |
|----------------|-------------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | The Day Before Christmas Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | The Day Before New Year's Day |
| Labour Day | |

- 13:02 Holiday pay for full-time employees will be computed on the basis of seven and one-quarter (7¼) hours at the employee's regular hourly rate of pay.
- 13:03 In order to qualify for holiday pay, an employee must work her/his full working day both immediately preceding and immediately following the recognized holiday unless she/he is on an approved paid leave-of-absence for such working days.
- 13:04 If an employee is required to work on a recognized holiday, equivalent time off work at a future date will be arranged by mutual agreement between the employee and her/his immediate supervisor.
- 13:05 When Christmas, New Year's Day or Canada Day fall on a Saturday or Sunday, equivalent time off will be given on a day prescribed by the Employer.
- 13:06 Part-time employees shall be entitled to holiday pay in accordance with the provisions of the *Employment Standards Act*.

ARTICLE 14: VACATIONS

- 14:01 Employees holding positions with classifications of Research Officer 1, Research Officer 2, or Senior Research Officer will be granted vacation with pay at their regular rate of pay on the following basis:

| <i><u>Length of Continuous Service as of July 1st</u></i> | <i><u>Vacation Entitlement</u></i> |
|---|------------------------------------|
| 1 to 11 months | 1.36 days per month of service |
| 1 to 11 years | 20 days |
| 12 to 13 years | 21 days |
| 14 years | 22 days |
| 15+ years | 25 days |

- 14:02 A part-time employee will be entitled to an annual vacation with pay, taking into consideration the length of continuous service as of July 1 in any year, on a pro-rated basis.

14:03

- (a) The vacation year begins on July 1st of any calendar year and ends on June 30th of the next. Vacation credits earned in the twelve (12) months immediately preceding July 1st and must be taken by April 30th of the vacation year which immediately follows unless deferment is requested by the staff member and approved by the department head.
- (b) Notwithstanding Article 14:03(a), an employee whose percentage of work time is reduced involuntarily by twenty (20) percent or more and whose vacation entitlement in the current fiscal year is less than in the previous year, may be permitted to accumulate vacation for two (2) years beyond the year it was earned provided that the total entitlement (earned plus accumulated) at no time exceeds the maximum entitlement of an employee under Article 14:01(b) and Article 14:03(c).
- (c) Vacation credits earned in a particular year may be used as vacation within the same year.
- (d) In exceptional circumstances and with the prior approval of the Unit Head, a maximum of five (5) days of vacation entitlement may be carried forward to the next year, but must be taken during the first two (2) months of that year.
- (e) Vacation beyond entitlement is not permitted.

- 14:04 At the end of the bridging period and coincident with the commencement of the 12 month layoff period, the employee may elect to take her/his vacation entitlement payment.

14:05

- (a) The vacation entitlement for any period from July 1 to June 30 will normally be scheduled by the August 31 following the end of that period. Such schedule is to be determined by the employee and her/his immediate supervisor and subject to the approval of the Unit Head.
- (b) In the event that the full entitlement as specified in Article 14:05(a) has not been scheduled by April 30, then the outstanding vacation credits will be scheduled for the period May 1 to June 30, by the Unit Head in consultation with the employee and the immediate supervisor.

- (c) Once a year (July 1 to June 30) an employee may request a vacation period lasting a minimum of three (3) weeks. Such request will not be unreasonably or arbitrarily denied.

ARTICLE 15: EMPLOYEE BENEFITS

- 15:01 The Employer agrees to provide the following University of Toronto benefit plans, details as set out in Schedule G.

- Long-Term Disability Term
- Group Life and Survivor Income Plan
- Dental Care Plan
- Extended Health Care Plan
- Semi-Private Hospital Accommodation Plan
- Joint Membership Plan
- Vision Care Plan

Sick Leave Benefits

- 15:02 Sick leave is defined as absence because of the employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable. The purpose of the Sick Leave plan is to provide against loss of earnings for employees who are prevented by sickness or accident from performing their duties.
- 15:03 A salaried employee, after the employee has worked for a total of sixty (60) days for the Employer, shall be eligible to be granted sick leave with pay for period up to fifteen (15) weeks during unavoidable absence due to illness and injury not compensable under the provisions of the *Workplace Safety and Insurance Act*.
- 15:04 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. It is the responsibility of the employee to maintain communication with the supervisor with respect to the matter of probable date of return to work by the employee.
- 15:05 An employee with prior written notification may be required to provide a doctor's certificate after being absent for five (5) consecutive working days certifying that the employee is unable to carry out her/his normal duties due to illness. Notwithstanding this provision, the Employer may ask for a doctor's certificate for a period of absence of less than five (5) days where the supervisor has concerns about absenteeism.
- 15:06 A record of all used sick leave shall be kept by the Employer.
- 15:07 Where the Employer has reasonable grounds to believe an employee is misusing or has misused the sick leave provisions of the Agreement, such misuse will be cause of disciplinary action by the Employer.
- 15:08 Following a prolonged or serious illness, the University may require the employee to be medically fit before the employee returns to the employee's regular duties.
- 15:09 An employee who is prevented from performing the employee's regular work with the Employer as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety Insurance Act* shall receive from the Employer the difference between the amount paid by the Workplace Safety and Insurance Board and the employee's regular salary from the first day of the said

accident. Payment from the Employer shall not exceed a term of fifteen (15) consecutive weeks for each accident compensable by the Workplace Safety and Insurance Board.

- 15:10 During a period of vacation or authorized leave of absence, payment will not be made for sick leave.

However, if an employee becomes seriously ill for three (3) days or more or is hospitalized during her/his vacation, the employee will be allowed to use her/his sick leave for that portion of the vacation. A doctor's certificate will be provided to the Employer. The employee will be allowed to reschedule that portion of vacation at a later date mutually agreeable to the Employer and her/his Supervisor.

ARTICLE 16: SALARIES

- 16:01 Effective July 1, 2002 all employees shall receive salaries in accordance with Schedule "A" and, where applicable, Article 17 of this Agreement.

- 16:02 A completed Position Description for each Research Officer shall be kept on file in the Human Resource Services.

The Position Description shall accurately reflect the requirements of the position and may not be used to describe or exclude an incumbent or candidate for the position.

- 16:03 The President or Local Union Steward shall have full access to Position Descriptions and, upon request, other materials relevant to job classification.

- 16:04 Research Officer positions shall be classified as Research Officer 1, Research Officer 2 or Senior Research Officer according to which Classification Description (see Schedule "B") the Position Description most closely matches.

- 16:05 The salaries of part-time employees shall be prorated on the basis of the percentage of time indicated in the appointment.

16:06

- (a) Except where 16:06 (b) applies, the initial grid position for a new employee shall be the base position for the appropriate classification, plus one (1) grid position for each service credit as determined by Schedule "C".
- (b) When an employee transfers from another staff category into a Research Officer position, her/his initial grid position as a Research Officer will be determined by Schedule "C" or Schedule "E", whichever gives a greater salary.

16:07

- (a) An employee with five (5) or more years service whose classification is reduced will have her/his salary maintained for two (2) years and normal grid progression will continue. An employee with less than five (5) years service will have her/his salary maintained for one (1) year and normal grid progression will continue.
- (b) At the end of the time period specified in 16:07(a) the employee's salary will be adjusted as follows:
- (1) An employee who has held a position or positions at the higher classification for less than three (3) continuous years immediately prior to the implementation of 16:07(a) will have

her/his salary reduced to the appropriate grid step on the lower salary scale, such grid step being determined in accordance with Schedule "C".

- (2) An employee who has held a position or positions at the higher classification for three (3) or more continuous years immediately prior to the implementation of 16:07(a) or 16:07(b) will have her/his salary red circled until such time as the salary for the appropriate grid step on the lower salary scale, such grid step being determined in accordance with Schedule "C", is equal to or more than the employee's current salary.
 - (c) Where an employee has been in a Senior Research Officer or a Research Officer 2 classification for two years or more or has held a Research Associate or a Senior Research Associate status for one or more years, but subsequently takes a position with a lower classification or one which no longer meets the requirements for Associate status, such employee may continue to be identified by the higher classification or status but, will be compensated in accordance with the lower class or status except as otherwise provided in this agreement.
- 16:08 Where an employee is promoted or reclassified to a higher classification, the employee's position on the grid shall be determined by moving horizontally across the grid, except that:
- (a) An employee must move to at least the minimum salary of the new classification, and
 - (b) An employee must receive at least a three (3) percent increase in salary or, alternatively, must move up the new salary scale one (1) full increment;
 - (c) The employee's position on the grid must be at least the position on which the employee would be placed according to Schedule "C".

ARTICLE 17: RESEARCH ASSOCIATES AND SENIOR RESEARCH ASSOCIATES

- 17:01 Clause 17:04 notwithstanding, an incumbent of a Senior Research Officer position shall be designated a Research Associate or Senior Research Associate for that period of time she/he and the position she/he holds are judged to satisfy all the conditions for such designation as per Schedule "D".
- 17:02 A Senior Research Officer who has been designated a Research Associate shall receive a stipend as indicated in Schedule "A" Salary. A Senior Research Officer who has been designated a Senior Research Associate shall receive a stipend of not less than the amount as indicated in Schedule "A" Salary in addition to the salary for her/his Senior Research Officer grid location, for such period of time as she/he is so designated.
- 17:03 Except as specified in 17:04, only regular Research Officers will be eligible for designation as Research Associates and Senior Research Associates.
- 17:04 In exceptional circumstances, where no regular Research Officer can be placed in the position, an external appointment may be made with the designation of Senior Research Associate. Such appointments shall carry term status for two (2) years or the length of the contract, whichever is less.
- 17:05 The Union shall be notified of all designations of Research Associate and Senior Research Associate, and of the amount of all stipends.

ARTICLE 18: STAFF DEVELOPMENT AND JOB TRAINING

Staff Development

- 18:01 The University will establish a fund of twelve thousand (12,000) dollars for the purpose of professional development. This fund may be used to pay a Research Officer's salary while she/he is engaged in professional development activities for retraining including on-the-job training, and to defray costs for other professional activities including presentations and attendance at conferences.

Awards shall be based on the merits of applications with the criteria and procedures to be established by the Union-Management Committee.

- 18:02 Members of this bargaining unit shall have access to services and programs of the University of Toronto Staff Development Resource Centre and to University of Toronto training courses in accordance with policies and procedures of the Staff Development Resource Centre.

Educational Assistance

- 18:03 Members of this bargaining unit holding full-time appointments or part-time appointments of twenty-five (25) percent or more are eligible for the provisions of this article, however in the case of part-time staff members, for the first three (3) years of continuous service, the funding is pro-rated in accordance with the part-time appointment.

(1) 100% Tuition Waived

Tuition fees are waived for a qualifying staff member taking:

- (a) a University of Toronto degree course up to and including the Masters level, or
- (b) a diploma or certificate program offered through Woodsworth College, or
- (c) courses offered by the School of Continuing Studies, excluding craft, hobby, and general interest courses, correspondence courses (except where such courses are the only available means of obtaining qualifications), conferences, seminars, and workshops, courses in which enrolment is limited to defined constituencies normally outside the University community, and courses for which substantially higher than average fees are charged.

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) 50% Tuition Reimbursed

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

- (a) Individual skill improvement courses which are related to the employee's present job or to jobs in the same field to which the employee might logically aspire.
- (b) Courses of study leading to undergraduate certificates, diplomas, or degrees offered at recognized educational institutions. Such courses must either be an asset to the

employee in the performance of her/his present job or directly related to her/his potential career. Individual courses, even though unrelated, will qualify provided they are part of an eligible certificate, diploma, or a degree program.

In both 1. and 2. above, financial aid covers only tuition fees. Costs of course materials, books, registration, and examination fees, fees for entrance into professional groups, exemption fees and other incidental fees do not qualify for educational assistance.

ARTICLE 19: FEE WAIVER FOR DEPENDENTS

19:01 Employees in the bargaining unit shall be entitled to the benefits of the Fee Waiver for Dependents Policy as contained in Appendix "A." It is agreed that the University may amend the Policy from time to time.

ARTICLE 20: UNPAID LEAVE

20:01 The Employer shall continue to provide employees with unpaid leave under provisions at least equivalent to those presently in effect. An employee who is elected to public office or to a union position shall apply for leave under these provisions. Approval of such leave shall not be unreasonably refused.

It is understood that the employer may reasonably refuse a leave which is for the purpose of taking on other employment with the possibility that this other employment may become permanent.

20:02 The position held by a regular employee on leave-of-absence or long term disability shall normally be made available to him or her at the end of this period. At that time, if the position no longer exists or the placement of the employee into the same position would jeopardize the successful completion of the project, normal layoff and placement procedures will apply (see Clauses 9:04, 9:05, 10:01 and 10:02).

ARTICLE 21: PREGNANCY/PATERNITY/PRIMARY CAREGIVER/PARENTAL LEAVE

Pregnancy Leave

21:01

- (a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the University prior to the probable date of delivery, and who presents to the Department or Division Head a doctor's certificate of certificate from a midwife stating that she is pregnant and the probable date of delivery, is entitled to pregnancy leave of absence of seventeen (17) weeks.
- (b) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next fifteen (15) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits.
- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to the University. If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g. if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances

and the expected or actual date of birth. In such case the employee will be entitled to utilize sick leave in accordance with Article 27 until the actual birth of the baby, the expected date of delivery or the date she intended to start her pregnancy leave as started in her written notice, whichever comes first. An employee must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.

- (d) If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give the University four (4) weeks' written notice of the date on which she intends to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the University four (4) weeks' written notice before the date the leave was to end.
- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during the period of an employee's pregnancy leave.
- (g) Unless the employee elects not to do so, in writing, benefits coverage including participation in the pension plan will continue while she/he is on pregnancy or parental leave in accordance with the *Ontario Employment Standards Act* as if the employee was working.
- (h) It is understood that during any such leave, credit for service or seniority for the purposes of salary increments, vacation, sick leave or any other benefits under any provision of the collective agreement shall continue to accrue.

Paternity Leave

21:02

- (a) Upon the birth or adoption of a child, a father or same-sex parent shall be granted up to five (5) days' paid leave of absence.
- (b) Application for such leave shall be submitted in writing to the employee's supervisor, at least five (5) days in advance. Paternity leave must be taken within the first month of the birth or an adoption.

Primary Caregiver Leave

21:03

- (a) Primary Caregiver Leave is available to a parent, other than a biological mother, who has the primary responsibility for the care of a child during the eighteen (18) weeks immediately following: (i) the birth of a child or; (ii) the coming of a child into the custody, care and control of a parent for the first time. Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and it available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.
- (b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g. for a father or same-sex parent, because the mother is unavailable or has returned to

work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care and control of an adoptive parent for the first time).

- (c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.
- (d) For employees with one (1) year of service or more the University will pay ninety-five (95) percent salary during the two (2) weeks waiting period for Employment Insurance benefits, and, for the next ten (10) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions, which arise through the blending of families.
- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to an not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver Leave, provided the employee fulfils any requirements for said continuation.

Parental Leave

21:04

- (a) An employee who is a parent of a child and who has been employed with the University for thirteen (13) weeks is entitled to an eighteen (18) week unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Both parents will be eligible to take a parental leave as follows:
 - (i) up to thirty-five (35) weeks of parental leave for birth mothers;
 - (ii) up to thirty-seven (37) weeks of parental leave for all other new parents, such as birth fathers, adoptive parents and same-sex partners.
- (b) For employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother. For other parents, parental leave must commence within fifty-two (52) weeks after the birth of the child or after the child first comes into the custody, care, and control of a parent. This provision is not available to employees who have taken Primary Caregiver leave.
- (c) An employee who is entitled to parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If he/she does not specify when the leave will end, it will be assumed that he/she wishes to take the maximum leave. An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the leave was to begin.
- (d) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of his/her intent to take the parental leave.
- (e) If an employee on parental leave wishes to change the date of his/her return to work to an earlier date, he/she must give the University four (4) weeks' written notice of the date on which he/she intends to return.

- (f) If an employee wishes to change the date of return to work to a later date of not later than the maximum length of leave, the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- (g) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfils any requirements for said continuation.

ARTICLE 22: OCCUPATIONAL HEALTH AND SAFETY

- 22:01 The Employer agrees to include up to two (2) representatives from OPSEU, Local 578 on its Occupational Health and Safety Committee at OISE/UT. The Committee shall consider matters pertaining to the occupational health and safety of employees in the OISE/UT buildings including, but not limited to, the receiving of input from employees and the development of recommendations for consideration by the Employer.
- 22:02 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate in accordance with the *Occupational Health and Safety Act*.
- 22:03 The Employer agree that the booklet "Office Smarts: Health Safety and Ergonomics for the Office" dated March 1998 developed by the Office of Environmental Health and Safety shall apply to the bargaining unit. The parties agree that should the guidelines specified above be modified by the Employer during the life of this collective agreement, such modifications shall apply to the bargaining unit.

ARTICLE 23: OFFICE RELOCATION

- 23:01 The University agrees that relocation of office space will be carried out following consultation with the affected Research Officer(2), including consultation on access to the resources necessary to perform the work that will be carried out.

ARTICLE 24: UNION FILE STORAGE

- 24:01 The Employer shall provide for union activities a lockable filing cabinet in a mutually agreeable secure accessible space at 252 Bloor Street West.

ARTICLE 25: TERM OF AGREEMENT

- 25:01 This Agreement shall continue in effect from July 1, 2002 until June 30, 2005 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing within the ninety (90) days preceding the expiry date of this Agreement, that it desires to amend or terminate this Agreement.
- 25:02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.
- 25:03 The Employer and the Union shall share equally the cost of printing the collective agreement. The number of copies of the collective agreement shall be mutually agreed to by the Union and the Employer.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on March 26, 2004.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:



Vice-President, Human Resources and Equity

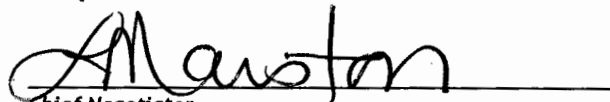

Secretary of Governing Council


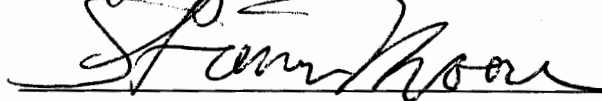
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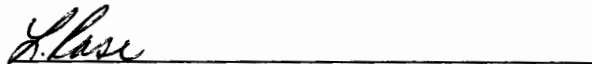
THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION and its Local 578

BY:


President


Chief Negotiator



SCHEDULE A: SALARY (JULY 1, 2002)

Research Officer 1

| | |
|---|--------|
| 1 | 40,641 |
| 2 | 42,603 |
| 3 | 44,556 |
| 4 | 46,720 |
| 5 | 49,044 |
| 6 | 51,361 |

Research Officer 2

| | |
|---|--------|
| 1 | 42,603 |
| 2 | 44,556 |
| 3 | 46,720 |
| 4 | 49,044 |
| 5 | 51,361 |
| 6 | 53,684 |
| 7 | 56,007 |

Senior Research Officer

| | |
|---|--------|
| 1 | 49,044 |
| 2 | 51,361 |
| 3 | 53,684 |
| 4 | 56,007 |
| 5 | 58,322 |
| 6 | 60,644 |
| 7 | 62,967 |

Annual Stipends

| | |
|----------------------------|------------|
| Research Associate: | \$3,127.70 |
| Senior Research Associate: | \$6,256.48 |

SCHEDULE A: SALARY (JULY 1, 2003)

Research Officer 1

| | |
|---|--------|
| 1 | 41,860 |
| 2 | 43,881 |
| 3 | 45,893 |
| 4 | 48,122 |
| 5 | 50,515 |
| 6 | 52,902 |

Research Officer 2

| | |
|---|--------|
| 1 | 43,881 |
| 2 | 45,893 |
| 3 | 48,122 |
| 4 | 50,515 |
| 5 | 52,902 |
| 6 | 55,295 |
| 7 | 57,687 |

Senior Research Officer

| | |
|---|--------|
| 1 | 50,515 |
| 2 | 52,902 |
| 3 | 55,295 |
| 4 | 57,687 |
| 5 | 60,072 |
| 6 | 62,463 |
| 7 | 64,856 |

Annual Stipends

| | |
|---------------------------|------------|
| Research Associate: | \$3,221.53 |
| Senior Research Associate | \$6,444.17 |

SCHEDULE A: SALARY (JULY 1, 2004)

Research Officer 1

| | |
|---|--------|
| 1 | 43,116 |
| 2 | 45,198 |
| 3 | 47,270 |
| 4 | 49,565 |
| 5 | 52,031 |
| 6 | 54,489 |

Research Officer 2

| | |
|---|--------|
| 1 | 45,198 |
| 2 | 47,270 |
| 3 | 49,565 |
| 4 | 52,031 |
| 5 | 54,489 |
| 6 | 56,953 |
| 7 | 59,418 |

Senior Research Officer

| | |
|---|--------|
| 1 | 52,031 |
| 2 | 54,489 |
| 3 | 56,953 |
| 4 | 59,418 |
| 5 | 61,874 |
| 6 | 64,337 |
| 7 | 66,802 |

Annual Stipends

| | |
|---------------------------|------------|
| Research Associate: | \$3,318.18 |
| Senior Research Associate | \$6,637.50 |

SCHEDULE B: CLASSIFICATION DESCRIPTION

| STAFF CATEGORY JOB TITLE | PROFESSIONAL RESEARCH STAFF RESEARCH OFFICER 1 |
|-------------------------------------|---|
|-------------------------------------|---|

| | |
|------------------------------|---|
| Level Definition | This level covers positions involved in carrying out various aspects of research projects usually requiring specialized knowledge. |
| Typical Duties | <p>Duties may include administration of psychological tests, searching for resource material, preparation of questionnaires, planning and preparation of data collection library research.</p> <p>May assist in graduate studies work or field teaching activities.</p> |
| Decision Making | Position requires exercising judgement in areas such as established work priorities, dealing with people, identifying needs and selecting appropriate materials. |
| Supervision Received | Works under general direction much of the time and is accountable for quality and timeliness of results. |
| Supervision Exercised | May supervise the work of student assistants as well as some clerical employees. |
| Qualifications | <p>Some positions may require a relevant master's degree while others require a bachelor degree with teaching experience.</p> <p>Some additional research experience is also required.</p> |

SCHEDULE B: Classification Description (continued)

| STAFF CATEGORY JOB TITLE | PROFESSIONAL RESEARCH STAFF RESEARCH OFFICER 2 |
|-------------------------------------|---|
|-------------------------------------|---|

| | |
|------------------------------|---|
| Level Definition | This level refers to positions where the incumbent is involved in carrying out major parts of research projects and may assist in other project activities. |
| Typical Duties | Duties may include designing questionnaires, interviewing, hiring and training of temporary interviewers, responsibility for administering questionnaires, setting up codes, training and supervising coders, data collection and routine analysis, administrative duties connected with the project, dissemination activities, assistance in report writing, liaison activities. |
| Decision Making | Position typically requires exercising judgment within one or more major parts of the project. |
| Supervision Received | Works under general direction much of the time with minimal guidance in some duties. |
| Supervision Exercised | May supervise staff assisting on project. |
| Qualifications | <p>A relevant master's degree or equivalent may be required but a bachelor's degree or equivalent with related experience will suffice for many positions.</p> <p>Special skills or knowledge are required for most positions.</p> |

SCHEDULE B: Classification Description (continued)

| STAFF CATEGORY JOB TITLE | PROFESSIONAL RESEARCH STAFF SENIOR RESEARCH OFFICER |
|-------------------------------------|--|
|-------------------------------------|--|

| | |
|------------------------------|--|
| Level Definition | This level covers positions requiring significant conceptual input including input to research design, methodology and analysis or organization of a significant part of research projects(s). |
| Typical Duties | Duties may include all phases of data collection and analysis including test and questionnaire design, organizing interviews, analyzing data and summarizing and interpreting results, preparation of proposals for, new research activities, accounts of theoretical and methodological aspects, preparation of reports and papers. |
| Decision Making | Position exercises freedom of choice in areas such as assessment of literature, total research design, design and writing of reports, best way to accomplish project goals. |
| Supervision Received | Works under guidance of principal investigator(s) and is responsible for achieving goals of project. |
| Supervision Exercised | May supervise staff assisting on project. Maintains regular contact with and supervision of staff assigned to project. |
| Qualifications | <p>A relevant master's degree or equivalent in education and experience.</p> <p>Several years of research experience or experience relevant to the position. Some project administration, data analysis or other specialized skill may be required.</p> |

SCHEDULE C: SERVICE CREDITS FOR WORK EXPERIENCE AND GRADUATE DEGREES

1. Service credits for research and development experience relevant to OISE/UT's Research and Development programme, two (2) years full-time work outside of OISE/UT one (1) service credit.
2. Service credits in fields related to OISE/UT's Research and Development programme, including but not limited to teaching, counselling, programming, editing and translating, two (2) years full-time work one (1) service credit.
3. Service credit for OISE/UT employment as a Research Officer whether continuous or broken
 - (a) For a Research Officer assigned to a Senior Research Officer position, one (1) service credit for each year in a Senior Research Officer or equivalent position and one (1) service credit for every two (2) years in a lower classification.
 - (b) For a Research Officer assigned to a Research Officer 1 or 2 position, one (1) service credit for each year in a Research Officer position.
4. Half service credits from sections (1), (2) and (3) may be combined to yield whole service credits.
5. Service credits for a Ph.D or Ed.D degree one (1) service credit.
6.
 - (a) In determining the initial salary of a Research Officer assigned to a Senior Research Officer position, maximum service credits from sections (1), (2) and (4) above equals two (2) credits.
 - (b) In determining the initial salary of a Research Officer assigned to a Research Officer 1 or Research Officer 2 position, maximum service credits sections (1), (2) and (4) above equals two (2) service credits.

SCHEDULE D: RESEARCH ASSOCIATE AND SENIOR RESEARCH ASSOCIATE DESIGNATION

(A) Requirements for Research Associate and Senior Research Associate Designation

A Research Associate or Senior Research Associate -

1. (a) Has the primary responsibility, which may be exercised on a collegial basis with a faculty member, or in exceptional circumstances, where there is no faculty member involved in the project(s), with another Senior Research Officer on an equal basis, for all aspects of planning, organizing and implementing a major Research and Development or Field Development project or projects, which involve the application of a high level of professional knowledge which requires an understanding of the structure, function and operation of organizations and/or a high level of project management skill, and her/his responsibilities include the creation and design of projects of very high complexity, either theoretical or applied, implementation and evaluation of all aspects of project activity including the establishment of work priorities, preparation of final reports on projects, development and monitoring of budget; or
- (b) Acts as a prime consultant on several projects simultaneously, making substantial, high level theoretical and conceptual input into those projects on a sustained basis for relatively long periods of time.
2. A Research Associate or Senior Research Associate should have at least two (2) years of relevant experience at a high level of responsibility, where such experience is not acquired primarily through work towards a graduate degree, and demonstrate sustained competence in working in the design and implementation of Research and Development, Field Development, and/or other projects directly related to the work of the Employer, as evidenced by development of high quality educational outputs, and/or leadership in the systematic development of the skills and knowledge of educational professionals.
3. The distinction between Research Associate and Senior Research Associate is based on the greater complexity and scale of the project(s) and/or responsibilities involved in the latter case.
4. A Senior Research Officer meeting these requirements may be considered for designation as a Research Associate or Senior Research Associate for that period of time authorized by the Dean or designate upon the recommendation of the Committee referred to in Section B of this Schedule. The designation is renewable upon review.

(B) Guidelines for Research Associate and Senior Research Associate Designation

DEFINITION: for purposes of this section, the term “position” means a position on a particular project or projects for which a Senior Research Officer may seek the designation Research Associate or Senior Research Associate.

1. (a) Application for the designation of a Senior Research Associate position within a project must be made at the time of proposal development. In exceptional circumstances, the application may be made after proposal submission. Such circumstances include major changes to the project and/or project staffing which occur after proposal submission, but do not include the failure to complete the proposal within sufficient time, prior to the submission deadline.

- (b) Application for the designation of a Research Associate position within a project may be made at the time of proposal development or during the course of the project.
 - (c) Applications for the designation of a Senior Research Associate or Research Associate position within a project will be considered only in cases where the position is expected to continue for six months or more and, in the case of a Research Associate, no later than three months before the termination of the project.
 - (d) Approval of a Senior Research Associate or Research Associate position does not imply any waiver of the subsequent review, as specified in this Schedule, of the qualifications of the Senior Research Officer to be so designated.
2. Applications are to be submitted to the Manager, Employment Services.
 3. Applications for the designation of a Research Associate or Senior Research Associate position must include or be supplemented by evidence that the position satisfies the requirements of Schedule "D". Such evidence shall normally be provided by a Principal Investigator of the proposed project or the appropriate Centre/Unit Head.
 4. Applications from a Senior Research Officer for designation as a Research Associate or Senior Research Associate shall include or be supplemented by evidence that the individual satisfies the requirements of Schedule "D". Evidence shall consist of two letters of reference from faculty members familiar with the individual's previous work or from external referees who are recognized in the applicant's field of study or area of professional activity. Once the individual is deemed to have satisfied the requirements of Schedule D, such evidence shall not be required for subsequent applications.
 5. Applications for the designation of a Research Associate or Senior Research Associate position shall be considered by a committee consisting of
 - the Dean's Administrative Designate;
 - a regular OISE/UT faculty member appointed annually by the Dean or Designate, subject to the approval of a majority of the Union-Management Committee. Where, in the case of a particular application, this member suspects that he or she may have a conflict of interest, he or she shall declare such conflict of interest and will be replaced for that particular application by another regular OISE/UT faculty member selected according to the same procedure;
 - a Principal Investigator of the proposed project or the appropriate Unit/Centre Head. Where, in the case of a particular application, this member suspects that he or she may have a conflict of interest, he or she shall declare such conflict of interest and will be replaced for that particular application by another regular OISE/UT faculty member selected by the Dean or designate.
- In the case of the review of the qualifications of the Senior Research Officer the committee may also include a regular OISE/UT faculty member nominated by the applicant.
6. In the event that the Committee recommends that the Senior Research Officer be designated as a Senior Research Associate or Research Associate, such recommendation shall be communicated to the Dean or Designate for decision.
 7. In the event that the Senior Research Associate or Research Associate designation is refused, the Committee shall communicate to the applicant, in writing, the reasons for

such refusal. The applicant may appeal to the Committee for reconsideration within fifteen (15) days of notice of such refusal, submitting any evidence that she/he considers relevant grounds for appeal. In the event of such an appeal, the Committee shall communicate its decision in writing, including the reasons for refusal if such is the case, to the applicant within fifteen (15) days of the date of the appeal.

8. If, after this appeal, the recommendation of the Committee is that the Senior Research Associate or Research Associate designation not be granted, grievances on such decision shall be limited to grounds of alleged procedural improprieties. Such grievances shall be submitted directly at Step 2.
9. Payment of the Senior Research Associate or Research Associate stipend will be retroactive to the starting date of the position, or three (3) months prior to the date of the application, whichever is more recent.

SCHEDULE E: INITIAL SALARY GRID POSITION FOR EMPLOYEES WHO TRANSFER INTO A RESEARCH OFFICER POSITION FROM ANOTHER STAFF CATEGORY IN THE UNIVERSITY

- (1) Where the base step for the Research Officer position exceeds the base step for the position which the employee is transferring from by three (3) percent or more, the initial salary will be the lowest step on the grid for the Research Officer position that is a minimum of three (3) percent greater than the employee's previous salary.
- (2) Where the difference between the base step for the Research Officer position and the base step for the position which the employee is transferring from is less than three (3) percent, the initial salary will be the step on the grid for the Research Officer position that is closest to, but not lower than, the employee's previous salary.
- (3) Where the base step for the Research Officer position is three (3) percent or more below the base step for the position which the employee is transferring from, the initial salary will be the salary on the grid for the Research Officer position that is closest to the employee's previous salary.

SCHEDULE F: SELF-FUNDED LEAVE PLAN

This article is intended to provide a self-funded leave plan with the opportunity of taking a minimum of three (3) months and a maximum of one (1) year as a self-funded leave without pay to be used as the employee wishes providing that use does not contravene the *Income Tax Act Regulations*. Full or part-time employees with three or more years experience in the bargaining unit are eligible to apply for a self-funded leave. The Plan is subject to Revenue Canada approval.

Conditions and Provisions:

- No employee may take a leave in the twelve (12) months prior to her/his retirement.
- The maximum time period that salary can be deferred is four (4) years; the minimum is one (1) year.
- The maximum amount of salary that an employee can defer in a taxation year is one-third (33.3%) of annual salary and the amount of salary deferred must be equally distributed across the deferral period.
- The deferral salary is retained by the Employer to be deposited into an interest-bearing account; the interest rate will be set by the Employer. The earned interest will be paid to the employee by December 31 of each year during the deferral period.
- During the deferral period, both the actual salary paid and the interest accrued on the deferred salary are to be treated as employment income for the purposes of the *Income Tax Act*. Government legislated benefits will be deducted in keeping with legislated requirements.
- The leave must commence at the conclusion of the deferral period.
- In the event the employee has received notice of layoff or the level of employment is reduced prior to the leave period, the Employer will discuss with the employee a mutually acceptable modification of the leave of absence plan.
- The employee's seniority will continue to accumulate during the leave period.
- Vacation does not accumulate during the leave and there is no sick leave benefit.
- During the leave period the employee can opt out of the benefits programs for the leave period, or alternatively, can choose to maintain benefits coverage by paying both Employer and employee contributions to benefits plans.
- If an employee's employment terminates prior to the leave period, the employee will receive any balance of accumulated deferred salary.
- Withdrawal from the plan or postponement of the leave for reasons other than termination of employment, death, or disability requires the approval of the Vice-President, Administration and Human Resources, in writing, prior to the scheduled leave whether the withdrawal or postponement is initiated by the Employer or by the employee.
- The Employee shall return to work following the leave period for a period that is not less than the leave period, and the Employer will make every effort to place him/her in the same or equivalent position.
- On return from leave the salary rate would be that which would be paid had no leave occurred.

SCHEDULE G: EMPLOYEE BENEFITS

Long-Term Disability Plan

The Employer and the employees shall make contributions to the University of Toronto Long-Term Disability Plan for Members of the Academic and Administrative Staffs in accordance with the provisions and regulation of the said plan during the term of this Agreement. Participation in the said Long-Term Disability Plan is required as a condition of employment. The Employer shall have the right to amend or change the said Long-Term Disability Plan during the term of the Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

Group Life and Survivor Income Plan

The Employer shall provide Basic Coverage at no cost to the employee, in accordance with the provisions and regulations of the University of Toronto Group Life and Survivor Income Plan for Members of the Academic and Administrative Staffs, during the term of this Agreement. Employees may elect to take additional coverage in accordance with the provisions and regulations governing Optional Coverage as specified in the Group Life and Survivor Income Plan. The Employer shall have the right to amend or change the said Group Life and Survivor Income Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to said plan with the Union.

Dental Care Plan

The Employer agrees to contribute not less than 80% of the premiums for employees participating in the University of Toronto Dental Care Plan. The Employer shall have the right to amend or change the said Dental Care Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to said plan with the Union. Participation in the Dental Care Plan is a condition of employment. Only employees who have dental insurance coverage through their spouse will be exempted from participation. The Employer will not be required to make any payment in lieu of premiums to any employee who is thus exempt from participation in the Dental Care Plan.

Extended Health Care Plan

The Employer agrees to contribute not less than 75% of the billed rates of premiums for employees participating in the University of Toronto Extended Health Care Plan. The Parties agree to be governed by the provisions and regulations of said plan for the term of this Agreement. The Employer shall have the right to amend or change the Extended Health Care Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to said plan with the Union.

Semi-Private Hospital Accommodation Plan

The Employer agrees to contribute not less than 75% of the billed rates of premiums for employees participating in the University of Toronto Semi-Private Health Care Plan. The parties agree to be governed by the provisions and regulations of said plan for the term of this Agreement. The Employer shall have the right to amend or change the Semi-Private Health Care Plan during the term of this Agreement. Should it become necessary to amend or change

the said plan, the Employer will discuss such amendments or changes that have been made to said plan with the Union.

Joint Membership Plan

The University agrees that regular full-time employees who are members of the Ontario Public Service Employees Union, Local 578 bargaining unit are eligible for membership in the Joint Membership Plan for staff of the University of Toronto subject to the provisions established with respect to such membership. The Employer shall have the right to amend or change the said Joint Membership Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer with discuss such amendments or changes that have been made to said plan with the Union.

Vision Care Plan

The Employer agrees to contribute not less than 50% of the premiums for employees participating in the University of Toronto Vision Care Plan. The parties agree to be governed by the provisions and regulations of the said plan for the term of this Agreement. The Employer shall have the right to amend or change the said Vision Care Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to said plan with the Union. Participation in the Vision Care Plan is a condition of employment. Only employees who have vision care insurance coverage through their spouse will be exempted from participation. The Employer will not be required to make any payment in lieu of premiums to any employee who is thus exempt from participation in the Vision Care Plan. Participating members who cancel coverage will not be allowed to rejoin the plan.

MEMORANDUM OF AGREEMENT: PENSIONS

A "bridge benefit" will be payable under the early retirement window equal to: 0.5% of Highest Average Earnings up to the Average CPP Maximum Salary

Times
Pensionable Service
Reduced by

Three (3%) percent for each year (prorated for partial years) that the early retirement date precedes the first of the month following age sixty (60).

The bridge benefit is payable until the earlier of the first of the month in which the participant reaches age sixty-five (65) or the first of the month in which the participant dies.

The bridge benefit is subject to cost-of-living adjustments ("indexation").

Early Retirement Window

The University agrees to extend the early retirement window to June 30, 2005.

LETTER OF UNDERSTANDING #1: PENSION PLAN (THIS INFORMATION IS BEING RETAINED AS AN HISTORICAL DOCUMENT THAT WAS RATIFIED WITH THE MAY 1, 1996 TO JUNE 30, 2002 COLLECTIVE AGREEMENT.)

OPSEU, Local 578 is the bargaining agent for all current and former bargaining unit employees (i.e., active, deferred, and retired members) of the Ontario Institute for Studies in Education Pension Plan (the "OISE Pension Plan").

Effective the date of ratification of this collective agreement, the OISE Pension Plan will be amended for active members on such date who are bargaining unit employees to duplicate the provisions of the University of Toronto Pension Plan as in effect on June 30, 1999 for all pensionable service, subject to the amendments below. Without limiting the foregoing, this includes amending the OISE Pension Plan in respect of OPSEU, Local 578 bargaining unit employees to duplicate the language of the University of Toronto Pension Plan in respect of retirement dates, retirement benefits, forms of payment, cost-of-living adjustments (i.e., indexation of pensions), benefits on termination of employment and death, member required contributions and all administrative provisions, as they apply under the University of Toronto Pension Plan to administrative staff.

Effective the date of ratification, for purposes of determining the cost-of-living adjustments that apply to former bargaining unit employees who are retired or deferred members under the OISE Pension Plan, the increase in the Consumer Price Index shall be determined in accordance with the provisions of the University of Toronto Pension Plan (i.e., CPI-Canada measured over a calendar year instead of CPI-Ontario measured over April 1 to March 31).

Effective the date of ratification, the following amendments to the University of Toronto Pension Plan shall apply under the OISE Pension Plan to active members on such date who are bargaining unit employees:

- The accrual rate under the pension formula on that portion of the member's highest average salary (as defined under the OISE/UT Pension Plan as amended) up to the average CPP maximum salary will be increased from 1.3 percent to 1.5 percent for all applicable pensionable service;
- In conjunction with the increase in the accrual rate on salary up to the average CPP maximum salary, the member's required contributions on salary up to the CPP maximum salary will be increased from 3.9 percent to 4.5 percent (subject to the members' contribution holiday below);
- The adjustment for the age of the spouse in connection with the sixty (60) percent survivor pension will be made when the spouse is 15 years younger than the member, rather than the current 10 years younger; and
- The Temporary Early Retirement Window will be extended to June 30, 2002 with the same provisions as in effect on June 30, 1999, with the exception that members who elect to retire under the Temporary Early Retirement Window must retire no later than June 30, 2002.

It is further provided that the amount of pension determined under the provisions above in respect of pensionable service up to June 30, 1999 shall not be less than the amount of pension based on the provisions of the OISE Pension Plan in effect as of June 30, 1999 and on the member's highest average salary and average CPP maximum salary as of June 30, 1999. For purposes of the death benefit prior to retirement, the current minimum of twice member

contributions with interest shall continue to apply in respect of contributions made and pensionable service earned up to June 30, 1999.

Effective the date of ratification, the provision of the OISE Pension Plan that already applies to certain members under which such members make no contribution to the OISE Pension Plan shall apply to members who are bargaining unit employees retroactive to January 1, 1999 and through to June 30, 2000. Members' required contributions shall cease as soon as practicable after ratification of this agreement. Members' required contributions already made to the OISE Pension Plan since January 1, 1999 will be refunded to the members, subject to applicable regulatory requirements.

Provided there is excess surplus in the University of Toronto Pension Plan as defined under the *Income Tax Act* on July 1, 2000 that results in certain members making no contributions, members of the OISE Pension Plan who are bargaining unit employees shall make no contributions to the OISE Pension Plan for the period up to but not beyond June 30, 2001.

Provided there is excess surplus in the University of Toronto Pension Plan as defined under the *Income Tax Act* on July 1, 2001 that results in certain members making 50% of the required contributions, members of the OISE Pension Plan who are bargaining unit employees shall make no contributions to the OISE Pension Plan for the period up to but not beyond June 30, 2002. The Union confirms that under no circumstances, including the statutory freeze provisions of the *Labour Relations Act*, will the member contribution holiday continue beyond June 30, 2002, unless the parties expressly agree in writing. The full contribution holiday rather than the partial contribution holiday is in recognition that members of the OISE Pension Plan who are bargaining unit employees made required contributions to the OISE Pension Plan during periods when certain other members did not make their required contributions.

LETTER OF UNDERSTANDING #2: OISE/UT FACULTY COUNCIL STANDING COMMITTEE ON EQUITY AND THE PERSONNEL/STAFF ISSUES COMMITTEE

One (1) member of the OISE/UT, Local 578 bargaining unit shall be elected or appointed by the bargaining unit to the OISE/UT Faculty Council Standing Committee on Equity and the Personnel/Staff Issues Committee.

LETTER OF UNDERSTANDING #3: IN THE CASE OF A NEW OR VACANT POSITION IN REGARD TO ARTICLE 10

This will confirm our understanding that upon request from the Union, Human Resource Services will explain why the filling of a new or vacant position was not either postponed or done initially on a part-time basis, in order to assist a regular employee who meets the requirements of the position and was laid-off or received notice of layoff subsequent to the selection of a person for the position.

LETTER OF UNDERSTANDING #4: EXTENDED LEAVE FOR RESEARCH OFFICER

This will confirm our understanding concerning the interpretation of the policy on leave-of-absence without pay with respect to cases where a leave in excess of one (1) year is sought.

Unusual circumstances may include the situation where there are fixed term commitments in excess of one (1) year but where the individual intends to return to employment at the end of the fixed term, and the leave is appropriate on other policy grounds. Examples might be overseas assignments for CUSO, temporary relocation to accompany spouse, care of children, and enrolment in a full-time educational program in excess of one (1) year where the individual expects to return to OISE/UT.

However, unusual circumstances do not include the taking on of other employment with the possibility that this other employment may become permanent.

LETTER OF UNDERSTANDING #5: ACCESS TO SIMILAR BENEFITS AND PRIVILEGES AS REGULAR ACTIVE EMPLOYEES

The University shall continue to provide those employees on layoff with access to computer accounts, a telephone extension which may be shared, library privileges, fee waivers, athletic club membership discounts, and other similar benefits and privileges available to regular active employees.

LETTER OF UNDERSTANDING #6: MOVING POLICY

This letter confirms our understanding that:

- (a) When moving between OISE/UT work locations, Research Officers may be granted up to one (1) day in any year for moving upon application according to the Personal Leave Policy.
- (b) Additional days may be granted at the discretion of the supervisor with the following restrictions:

| | |
|----------------------------|--------|
| Moves of 100-200 km: | 1 day |
| Moves of 201-400 km: | 2 days |
| Moves to more than 400 km: | 3 days |

LETTER OF UNDERSTANDING #7: PERSONAL LEAVE POLICY

This will confirm our joint understanding that part-time employees are entitled to apply for paid personal leave as specified under Article 12.

LETTER OF UNDERSTANDING #8: PROPOSAL DEVELOPMENT FUNDS

This memorandum is to confirm our joint understanding that members of the bargaining unit will be entitled to submit applications for proposal development funds.

LETTER OF UNDERSTANDING #9: MINIMUM PERCENTAGE APPOINTMENT

This is to confirm our joint understanding that the percentage appointment for regular employees who are recalled and for new regular or term employees will be not less than .25 FTE. Wherever possible, the length of the appointment will be reduced to achieve the minimum percentage.

LETTER OF UNDERSTANDING #10: INTERNAL CENTRE HEADS

In the event that a Research Officer is appointed by the University as an Internal Centre Head, the Union and the University agree that:

- (i) Clause 9:06 notwithstanding, the position shall not be posted;
- (ii) Clause 9:04 (b) notwithstanding, a Research Officer who is appointed as an Internal Centre Head shall not be subjected to displacement for that portion of her/his position which is designated as Centre Head;
- (iii) The Research Officer will receive a salary in excess of her/his grid position on Schedule "A" such salary to be determined in consultation with the Research Officer and subject to the approval of the University.

LETTER OF UNDERSTANDING #11: TASK FORCE ON EMPLOYMENT STATUS

The University agrees to take a proactive role in establishing more innovative directions in areas of job training and career development with a view to increasing the skills and employment opportunities for Professional Research staff.

LETTER OF UNDERSTANDING #12: ARTICLE 1:01

The Local President and the University will meet to discuss staff-appointed positions on research projects in light of Article 1.

LETTER OF UNDERSTANDING #13: STUDY LEAVE

The Institute may provide funds for Research Officers to pursue independent research in a variety of forms, such funds to come from any annual surplus in the Professional Development and Job Training fund. The maximum amount awarded is one month salary equivalent.

Study leave awards may be used for: salary equivalent, living expenses, tuition, travel, printing or any other relevant use. Study leaves will be awarded for the purposes of career and professional development.

Consideration in awarding Study Leave funds will be given to the following criteria: (1) availability of funds elsewhere; (2) number of previous successful applications and frequency of applications in the current year; (3) seniority; and (4) the purpose for which the funds are to be used.

With respect to (4) above, priority will be given first to leaves for projects of relevance to the OISE/UT educational community such as those for specific career advancement, then to leaves for general professional purposes, such as language training or relevant courses, then to scholarly interests, and then to general 'life skills' projects.

LETTER OF INTENT: BENEFITS

Vision care shall be increased from one hundred and fifty (150) dollars to one hundred and seventy-five (175) dollars effective July 1, 2004.

The University agrees that employees will be covered for hearing aids for a maximum of three hundred (300) dollars every three years, effective July 1, 2004.

As soon as practicable, but no later than July 1, 2004, the University will create two ranges of FTE for the purpose of benefits subsidy (applicable to Dental Care, Extended Health Care, Semi-Private Hospital Accommodation and Vision Care), with a fixed employer subsidy for each range. The appropriate range will be determined on July 1 of each year and remain at that level for the entire year, so long as they are not on layoff or unpaid leave in which case they will receive no subsidy.

| <u>FTE at start of Academic Year</u> | <u>New Level of Employer Subsidy</u> |
|--------------------------------------|--|
| 25-74% | 75% of the employer contribution for FT employees |
| 75% and greater | 100% of the employer contribution for FT employees |

LETTER OF INTENT: RED-CIRCLING OF VACATION ENTITLEMENT FOR CURRENT EMPLOYEES

OPSEU, Local 578 bargaining unit employees as of the date of ratification of this collective agreement will have their vacation entitlement 'red-circled' and will continue to have their current vacation entitlement as provided in the May 1, 1993 to April 30, 1996 OPSEU, Local 578 collective agreement ('red-circled' vacation entitlement as set out below):

Current full-time employees will be entitled to an annual vacation with pay based on her/his service since last date of hire with the Employer as set out below:

- (a) less than ten (10) months as of June 30 in any year, two (2) days' vacation with pay for each full month of continuous service;
- (b) ten (10) months or more but less than three (3) years as of June 30 in any year, one (1) month's vacation with pay;
- (c) three (3) years or more but less than fifteen (15) years as of June 30 in any year, five (5) weeks' vacation with pay;
- (d) fifteen (15) years but less than twenty (20) years as of June 30 in any year, twenty-seven (27) days' vacation with pay;
- (e) twenty (20) years or more as of June 30 in any year, twenty-eight (28) days' vacation with pay.

Current part-time employees will be entitled to an annual vacation with pay, taking into consideration the length of continuous service as of July 1 in any year, on a pro-rated basis.

Commencing July 1, 2000, the vacation year for bargaining unit employees will mirror the University's vacation year of July 1 to June 30. To facilitate this transition, the vacation 'year' for these employees immediately prior to the vacation year commencing July 1, 2000 will be based on fourteen (14) months' service and will be deemed to be May 1, 1999 to June 30, 2000. OPSEU, Local 578 bargaining unit employees must prior to June 30, 2001 use all vacation credits for the 1999/2000 vacation 'year.'

All provisions of Article 15 Vacation shall apply to current employees except as specified above.

LETTER OF INTENT: PENSION CONTRIBUTIONS

If any individual who elects to retire between ratification and the expiry of the collective agreement so requests, a special arrangement will be worked out in order that their pension will not be adversely affected.

LETTER OF INTENT: PAY EQUITY

During the life of the collective agreement, the parties agree to meet to review the maintenance of the Pay Equity Plan.

LETTER OF INTENT: SICK LEAVE PAYOUT

OISE Research Officers who have not already received a full cash settlement related to the accrued sick leave credits, earned to June 30, 1996, will receive this cash payout upon termination from the University of Toronto, in accordance with the formula in the OISE sick leave policy as follows:

Normal Retirement Leave:

Accumulated Sick Leave/2 x Annual Salary/200 = \$ _____

-and-

Prior Retirement:

| Completed Years of Service with OISE | Percentage of Sick Leave Gratuity (section) to be paid |
|---|---|
| 5 to 9 | 10% |
| 10 to 14 | 25% |
| 15 to 19 | 45% |
| 20 to 24 | 65% |
| 25 to 29 | 85% |
| 30 and over | 100% |

APPENDIX A: FEE WAIVER FOR DEPENDENTS

Introduction

In order to assist members who have dependents of University age or dependents who, at a later age, wish to pursue University studies, the University will extend to the dependents of such staff members a waiver of the academic tuition fee for specific University of Toronto programs. The terms and conditions of this staff benefit are described below.

Terms of Reference

A dependent must have met the admission requirements for the qualifying programs and have followed the normal procedures regarding application for admission and registration before application is made for tuition to be waived under this policy.

For the purposes of this policy, “dependent” shall mean a son, daughter, or spouse of an eligible staff member.

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

Eligibility

The benefit is available to:

Staff members of the University and faculty members of the Federated Colleges. In the case of part-time staff members, the benefit will be pro-rated in accordance with the part-time appointment.

Students: Dependents proceeding towards a degree or certificate in a qualifying program (not special studies). Qualifying programs are described under “Provisions” (below).

Provisions

The academic tuition fee waiver is applicable to programs which lead to the first undergraduate degree or certificate and which do not require prior undergraduate preparation since admission is normally gained directly from high school.

Eligible dependents enrolled in these programs will have their academic tuition fee waived for each academic year of the program until the degree or certificate is awarded.

The waiver is not applicable to the following (subject to changes in academic programs):

All programs in: Dentistry
 Law
 Medicine
 Royal Conservatory of Music
 School of Graduate Studies
 Library and Information Science
 OISE/UT
 Management
 Social Work

School of Continuing Studies
Woodsworth College diplomas
Transitional Year Program
Pre-University Program

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

Procedures

Staff members should obtain two copies of the form "Application for Waiver of Academic Tuition for Dependents of Staff" from their Department or Division head or the Human Resources Department (or local decentralized human resources office).

One copy of the form should be retained by the student or staff member. The other copy of the form should be presented, with a fees form along with payment of all incidental fees, to the Fees Department (or College Bursar if the student is enrolling in a Federated College).

Administration of this Policy

Questions and requests for the interpretation of this policy should be referred to the Human Resources Department (or local decentralized human resources office).

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