

MEMORANDUM OF SETTLEMENT

BETWEEN

THE BOARD OF REGENTS OF VICTORIA UNIVERSITY

(hereinafter referred to as “the University”)

-and-

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

(hereinafter called “the Union”)

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

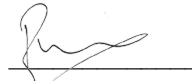







1. The members of the parties’ respective negotiating committees hereby agree to unanimously recommend to their principals for ratification a renewal collective agreement on the terms and conditions set out herein.
2. The term of the renewal collective agreement shall be from July 1, 2021 to June 30, 2023.
3. Wages and Salaries:
 - a. Across-the-Board (ATB) increases to be applied to Schedule A – Salary Grid
 - i. July 1, 2021 1.0% ATB increase to be applied to the June 30, 2021 base salary
 - ii. July 1, 2022 1.0% ATB increase to be applied to June 30, 2022 base salary
4. Benefits:
 - a. Effective May 1, 2022
 - i. \$200 increase paramedical
 - Chiropractor, Physiotherapist, Registered Massage Therapist, Naturopath, Osteopath, Acupuncturist, Homeopath, Occupational Therapist, increase (by \$200) to \$1,000 combined
 - ii. \$100 increase in glasses
 - Increase the maximum for prescription eye glasses or contact lenses (by \$100) to \$500 every 24 months
 - iii. Add coverage for laser eye
 - Add the costs of laser eye surgery for vision correction as an eligible vision care expense. Laser eye surgery, prescription eye glasses or contact lenses will be sharing the same maximum eligible amount available for prescription eye glasses or contact lenses. The total costs of these three items combined cannot exceed the 24-month maximum amount.

- iv. \$200 increase mental health
 - Increase the combined maximum for Psychological, Master of Social Work or Psychotherapist (by \$200) to \$2,200 per benefit year
- b. Effective July 1, 2022
 - i. \$100 increase in paramedical
 - Chiropractor, Physiotherapist, Registered Massage Therapist, Naturopath, Osteopath, Acupuncturist, Homeopath, Occupational Therapist, increase (by \$100) to \$1,100 combined
 - ii. \$15 increase in eye exam
 - Increase eye exams (by \$15) to \$105
 - iii. \$100 increase in glasses
 - Increase the maximum for prescription eye glasses or contact lenses (by \$100) to \$600 every 24 months
 - iv. \$200 increase in mental health
 - Increase the combined maximum for Psychological, Master of Social Work or Psychotherapist (by \$200) to \$2,400 per benefit year
 - v. \$450 increase in major dental
 - Increase the maximum for major restorative dental (by \$450) to \$2,250 per benefit year
- 5. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on June 30, 2021, provided the attached previously agreed-upon items (total number of pages: 31) are incorporated.
- 6. The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically stated regarding wages.
- 7. The Union agrees to withdraw Grievance VC21-13.
- 8. The University and the Union agree to Renew, Amend or Delete the following Letters of Agreement/Understanding/Intent for the term of the renewal Collective Agreement
 - Letter of Understanding - Union Meetings - RENEW
 - Letter of Intent - Educational Assistance - AMEND
 - Letter of Intent - Tuition for Dependents - RENEW
 - Letter of Intent - Hours of Work - RENEW
 - Letter of Agreement -Shift Schedules - RENEW
 - Letter of Intent - Pension Bridge Benefit - RENEW
 - Letter of Agreement - Part -time Working Twenty-Four (24) Hours or Less Per Week - RENEW
 - Letter of Understanding - Staff Representation on the Board of Regents - RENEW
 - Letter of Understanding - Career Transition Services for Employees on Indefinite Layoff - RENEW

- Letter of Understanding - Residence Life and Campus Life Staff - RENEW
- Letter of Understanding - Residence Life and Campus Life Live-In Staff Discussion to Review - NEW
- Letter of Intent - Public Transit Subsidy - DELETE
- Letter of Intent - Summer Hours for Salaried Staff - AMEND
- Letter of Intent - Licensing Fees - RENEW
- Letter of Intent - Food Services and Physical Plant Services - AMEND and RETITLE Victoria University Operations
- Letter of Intent - Complaints Based on Alleged Breach of the University's Statement on Harassment and Violence in the Workplace - RENEW
- Letter of Intent - Coaching Letters - RENEW
- Letter of Understanding - Domestic Violence - RENEW
- Letter of Intent - Overtime - DELETE
- Letter of Agreement - Impact of Employment Insurance Legislative Changes - RENEW
- Letter of Intent - Equity Language on Job Postings - NEW
- Letter of Intent - Alternative Work Arrangements - NEW
- Letter of Intent - Workplace Investigations, Shared Values, Preventative Efforts and Workplace Restoration - Human Resources Guideline on Civil Conduct - NEW
- Letter of Intent - Creation of a one-time only Education Awards Fund – NEW
- Letter of Understanding - Residence Life and Campus Life Taxable Benefit - NEW



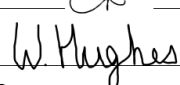


9. All matters previously settled and agreed to by the parties attached hereto

FOR THE UNIVERSITY

Date: March 31, 2022

FOR THE UNION

Victoria University

USW

The parties agree to add:

PREAMBLE

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

FOR THE UNIVERSITY



FOR THE UNION



DATE: March 30, 2022

The parties agree to amend:

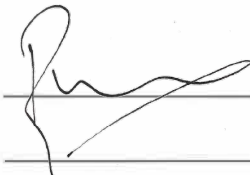
ARTICLE 2.04 – CASUAL EMPLOYEES

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

Casual Category B are employees **in Food Services** who do not have guaranteed hours per day or days of work per week having no specified schedule, ~~depending on as the requirement for such work arises out of business and operational needs. Individuals in this category; rather, they~~ are contacted when work is available at which time and they may elect to accept or decline the work opportunity. For clarity, **Casual Category B Food Services** employees ~~retained for service of food and beverages at special events, and who~~ are not regularly scheduled but are used on an as needed basis. Individuals in this category may remain beyond six (6) months on the Food Services roster of Casual Category B employees casuals beyond the six (6) month limit for Casual Category A. from which the University may draw for staffing when event business levels require.

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

FOR THE UNIVERSITY



FOR THE UNION



W. Hughes
Chris Greenwood


DATE: March 30, 2022


The parties agree to amend:

ARTICLE 3.01 (a)

The University and the Union agree that unless it is a bona fide occupational requirement, there shall be no discrimination in the terms and conditions of employment because of race, ancestry, place of origin, colour, ethnic origin, ~~mother tongue~~, **first language**, citizenship, creed, **religious belief**, political **affiliation or** belief, sex, sexual orientation, gender orientation, **gender identity**, **gender expression**, age, record of offences, marital status, family status, same sex partnership status, **disability**, or handicap as these grounds are defined in the Human Rights Code; ~~or political affiliation.~~


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


FOR THE UNIVERSITY

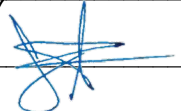


DATE: March 30, 2022

FOR THE UNION





W. Hughes
Chris Greenwood


Victoria University

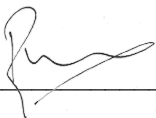
USW

The parties agree to amend:

12.03 (a)


The Employer shall continue its current practice of providing written notice of continuing and term job vacancies. Continuing part-time positions that are twenty-four (24) hours a week or less shall be posted in accordance with this article; casual positions are not required to be posted. Such vacancies shall be posted for a period of not less than six (6) working days. Employees desiring consideration in the filling of these continuing and term job vacancies shall signify their desire by submitting a written application during the period in which it is posted. The Employer may advertise externally as well as posting internally. Qualified internal applicants will be interviewed prior to external applicants. **Internal job postings will be available in both digital and hard copy format. The University will post internal job postings in close proximity to all Housekeeping and Food Services employee time clocks.**


FOR THE UNIVERSITY

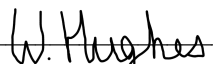




DATE: March 31, 2022

FOR THE UNION



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Victoria University

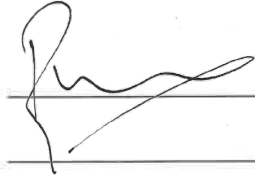
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The parties agree to add:

ARTICLE 12.03 JOB VACANCIES

- (d) In the event that a successful applicant proves unsatisfactory during or at the end of a familiarization period of thirty (30) calendar days or feels dissatisfied and chooses not to continue in the position within ~~a seven (7) calendar~~ **ten (10) working days period**, they shall be returned to their former job.

FOR THE UNIVERSITY



FOR THE UNION




W. Hughes
Chris Greenwood

DATE: March 30, 2022

Victoria University


USW

The parties agree to amend:

12.04 Term Vacancies

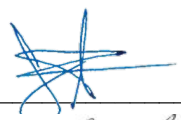
- (a) Term vacancies arise when there is a need to replace absent employees, or for work on a task or project or that has a specified time limit, **or in situations where the funding for the position is available for a limited term**. A term vacancy shall not exceed twenty-four (24) months. Term positions that become continuing shall be posted. The University agrees that the purpose of this article is not to avoid the posting of continuing jobs within the bargaining unit. The University agrees to notify the Union in advance of any such term employee hired and the reason.


FOR THE UNIVERSITY

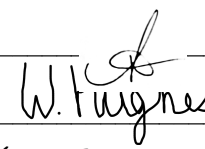


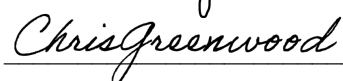
DATE: March 30, 2022

FOR THE UNION









Victoria University

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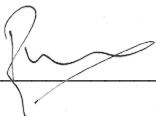
The parties agree to add:

Article 12.05

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


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


FOR THE UNIVERSITY




DATE: March 31, 2022

FOR THE UNION





W. Hughes
Chris Greenwood


The parties agree to amend:**SICK LEAVE**

- 14.01 Sick leave is defined as absence because of an employee's illness or injury, or absence because of quarantine through exposure to contagious disease, or absence for which compensation under the *Worker's Safety and Insurance Act* is not payable where such absence prevents the employee from performing the essential duties of their job.
- 14.02 ~~Sick leave days are accumulated (after completion of an employee's probationary period) at a rate of one (1) day for every one (1) month of service up to a maximum of twelve (12) days each year up to the year ending June 30. The University will allow the accumulation of sick days for carry forward into the next year to a maximum of seventy five (75) days of sick leave. During their probationary period, employees are eligible for three (3) sick days.~~
- 14.02 Upon completion of their probationary period, employees are eligible for sick leave with pay for periods up to fifteen (15) weeks at full pay during unavoidable absence due to illness or injury. Employees shall be eligible for up to three (3) days of sick leave during the probationary period.**
- 14.03 ~~The University will provide a short term disability plan that pays eighty five (85) percent of the employee's normal weekly earnings for up to fifteen (15) weeks. In order to qualify for the benefit, employees must submit the completed designated application form after one (1) day on the short term disability plan. The plan will pay benefits beginning on the first working day of hospitalization as an in-patient or the fourth working day of absence due to illness or injury. Employees are required to use accumulated sick leave days during the three (3) days waiting period.~~
- 14.04 ~~For continuing part time employees working twenty four (24) hours or less, sick days accumulate as follows: one (1) day per hundred and seventy three (173) hours worked for hourly staff; one hundred and forty seven (147) hours worked for salaried staff. Casual employees are not covered by this Article.~~
- 14.03⁵ When an employee is unable to report to work due to **illness** ~~sickness~~ or injury, the supervisor must be notified promptly at least two hours in advance of the scheduled start time if possible. Employees who are scheduled to work a morning shift will make every effort to inform the supervisor the evening before if they will be unable to work the following day due to sickness or injury. Employees will also inform the supervisor as early as possible of the probable date when that employee is able to return to work.
- 14.04⁷ The Union agrees that the University will retain any EIC premium reduction related to the sick leave plan.

14.058 **An employee who is on sick leave for a period of more than seven (7) working days is required to provide supporting medical documentation.** If the employee provides a report ~~supporting medical documentation~~ that is unsatisfactory to the University, the University will notify the employee and may contact the physician to obtain additional information with the written consent of the employee. The University may contact the physician either directly or through a health care professional.

14.069 ~~If the employee provides a properly completed short term disability application form or return to work form and the University requests further medical documentation to support the short term disability claim, the University shall cover the cost of the additional documentation.~~

14.06 ~~Employees shall be permitted to top up the short term disability plan with their accumulated sick days to a maximum of one hundred percent (100%) of their pre sick leave regular earnings.~~

14.0710 ~~If the University is still not satisfied, it will contact the Union and inform the Union about why the information is unsatisfactory. If the University requests that the employee be assessed by an independent medical examiner and the Union agrees to an independent medical examination, such agreement not to be unreasonably withheld, the Union will cooperate with the University to facilitate the independent medical examination.~~

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

If the Union agrees to an Independent Medical Examination and the employee fails to attend the appointment with the independent medical examiner without a satisfactory reason, this may result in the termination of any benefits payable under the short-term disability plan.

14.08 **Where there is a re-occurrence of the same or related illness or injury, an employee may be eligible for up to fifteen-week (15-week) sick leave if the employee has attended work for a minimum of three (3) months since returning from the last sick leave.**

14.08 ~~If the employee provides a report that is unsatisfactory to the University, the University will notify the employee and may contact the physician to obtain additional information with the written consent of the employee. The University may contact the physician either directly or through a health care professional.~~


14.09 ~~If the employee provides a properly completed short term disability application form or return to work form and the University requests further medical documentation to support the short term disability claim, the University shall cover the cost of the additional documentation.~~

14.09 **The banked sick days each employee has on the date of ratification of this renewal collective agreement will be available for employees to use in situations where there is a delay in the approval of LTD, or an LTD appeal is pending. If an employee uses one or more of their banked sick days and then later is deemed to be retroactively eligible for LTD, the banked sick days they used will be credited back to their sick day bank and the employee is responsible for repaying the University.**

14.1011 **The University will notify each employee in writing, no later than June 30, 2022, of the number of banked sick days they accrued prior to the date of ratification of this renewal collective agreement. For clarity, upon ratification of this renewal collective agreement,**


employees will not accrue individual sick days. The University will annually issue a report to each employee detailing the current status of the employee's sick leave bank.


FOR THE UNIVERSITY




DATE: March 31, 2022

FOR THE UNION





W. Hughes
Chris Greenwood


The parties agree to amend:

18.02 On-Call Pay

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

~~The formula for compensating employees for on-call is based on the following: When an employee has accumulated five (5) on-call days, they will be given a day off with pay in lieu. The following are examples of how these on-call days would be calculated:~~

- ~~• One day on-call is 4:00 pm Monday to 8:00 am Tuesday~~
- ~~• A full week (seven (7) days) of on-call would begin at approximately 4:00 pm on Friday and end at 8:00 am on the following Friday.~~
- ~~• For a weekend on-call, the employee accumulates three (3) days of on-calls as follows:~~
 - ~~○ Friday 4:00 pm – 12:00 pm (1/2 day on call)~~
 - ~~○ Saturday 12:00 am – 12:00 pm (1 day on call)~~
 - ~~○ Sunday 12:01 am – 12:00 pm (1 day on call)~~
 - ~~○ Monday 12:01 am – 8:00 am (1/2 day on call)~~

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

(a) While on-call they must be available to attend at the workplace within one (1) hour if such attendance is required, or otherwise be available to take remedial action.

(b) The employee shall be credited with one hour of on call time for each hour they are on-call.

(c) The employee shall receive one hour of regular straight time pay (or time off in lieu) for every 11.5 hours of on-call time banked.


(d) The employee required to come in to work while on call will be entitled to Call-in-Pay as per Article 18.01.

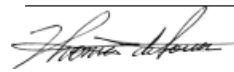
(e) In all but exceptional circumstances, on call time starts when the shift of a worker who normally performs the duties required to be covered by on call time ends. On call time ends at the start of the following shift of a worker who normally performs the duties required to be covered by on call time.

FOR THE UNIVERSITY



FOR THE UNION





Date: March 30, 2022

W. Hughes

The parties agree to amend:

ARTICLE 21 – HEALTH AND SAFETY

21.01 (a) The University is committed to the prevention of illness through the provision and maintenance of healthy and safe conditions on its premises. The University endeavors to provide a hazard free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programs and procedures.

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

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

The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work in accordance with the Occupational Health and Safety Statute Law Amendment Act 2011, c.11, ss.1-18. Enacted June 1, 2011, where there is an immediate danger or **where there is reason to believe that there is** danger to their health and safety or the health and safety of others.

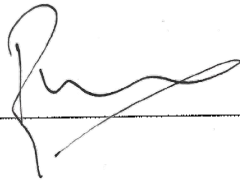
The University will provide the Union with all copies of Workplace and Safety Insurance Board's (WSIB) Form 7 Employer's Report of Injury/Illness for members injured on the job. The University shall notify the **Joint Health and Safety Committee** of all Health and Safety testing **and assessments**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

The University will continue to respect the functions and guidelines established for the Joint Health and Safety Committee (JHSC) under the Occupational Health and Safety Act. All copies of minutes of JHSC meetings will be forwarded to the union office via electronic mail in a timely fashion after their approval.


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

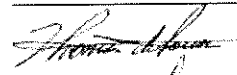
FOR THE UNIVERSITY


FOR THE UNION




DATE: March 30, 2022







W. Hughes




The parties agree to add:

ARTICLE 22-HOLIDAYS


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

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


FOR THE UNIVERSITY



FOR THE UNION



W. Hughes
Chris Greenwood



DATE: March 30, 2022

Victoria University


USW

The parties agree to add:

Article 23.03


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


FOR THE UNIVERSITY




DATE: March 30, 2022

FOR THE UNION





W. Hughes
Chris Greenwood



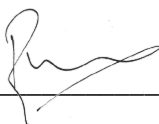
The parties agree to amend:

23.04

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


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


FOR THE UNIVERSITY



DATE: March 30, 2022


FOR THE UNION





W. Hughes

Chris Greenwood



Victoria University

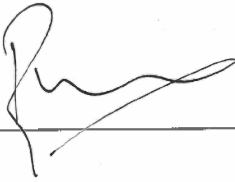
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The parties agree to add:


ARTICLE 25.05 – HOURS OF WORK AND OVERTIME

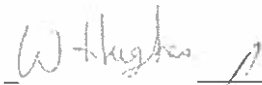
Overtime must be authorized in advance by the employee's immediate Supervisor. **Further, each Department shall establish a process for overtime approval in exceptional circumstances where the requirement for overtime arises due to urgent and/or unforeseen events and the employee's immediate supervisor is unavailable to authorize the overtime.** Overtime is voluntary unless not enough employees are available to perform the work required, in which case overtime is compulsory and will be assigned in reverse order of seniority to employees in the department who have the qualifications to perform the work.

FOR THE UNIVERSITY





FOR THE UNION











DATE: March 30, 2022

Victoria University

USW

The parties agree to amend:

LETTER OF INTENT – EDUCATIONAL ASSISTANCE


Provisions

1. One hundred (100) percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking:

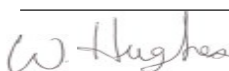
- (a) a University of Toronto or Ontario Institute for Studies in Education degree course, up to and including the Master's level, flex-time Ph.D. programs and part-time doctoral studies. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter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

FOR THE UNIVERSITY



FOR THE UNION



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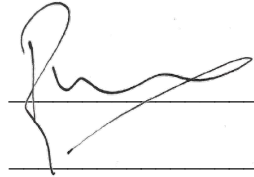
DATE: March 30, 2022

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

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


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


FOR THE UNIVERSITY




DATE: March 31, 2022

FOR THE UNION





W. Hughes
Chris Greenwood


The parties agree to add:

LETTER OF INTENT – SUMMER HOURS FOR SALARIED STAFF

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

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

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

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

3. Employees and managers are jointly responsible for monitoring and recording hours worked.

4. The Condensed, 4-Day Work Week

- (a) The four-day work week schedule will begin on the Tuesday following the Victoria Day long weekend, and will end on the Friday prior to the Labour Day weekend.
- (b) Each week in this period, including weeks containing Statutory Holidays, will have four working days.
- (c) The average working day during this period will be 7-3/4 hours, and the average work week will be 31 hours.
- (d) Staff are to begin their hours of work between 8:00 a.m. and 9:00 a.m. and are to end their daily work between 4:00 p.m. and 6:00 p.m.
- (e) All staff will take a lunch period of one hour each day.
- (f) Staff will work 4 full days each week. Staff members and their Managers will discuss requests for flex days in advance of the week in which the day off is to be taken. The manager will advise each staff member of their day off once they know of each staff

member's request and has considered these requests in relation to the anticipated workload of the office. Staff will not be permitted to take less than a full day as a flex day.

5. When a Condensed, 4-Day Week is not Practical

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

6. Hours Of Service

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

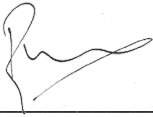
7. Time Recording

Since both hours worked per day and the specific days worked will be flexible to some extent under this system, it is the responsibility of individual staff members and their supervisors to maintain an accurate record of time worked. All employees who participate in the 4-day summer work week must record hours accumulated each day. Hours will be accounted for at the end of each month. At this time a summary of hours worked will be updated for each staff member. Each staff member is responsible for the recording of their hours on the Attendance Record form and the Department Head for recording them on the Monthly Hours Summary Sheet.


8. Vacation Time


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


FOR THE UNIVERSITY




FOR THE UNION









DATE: March 30, 2022

Victoria University

USW


The parties agree to amend:

LETTER OF INTENT – VICTORIA UNIVERSITY OPERATIONS

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


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


FOR THE UNIVERSITY



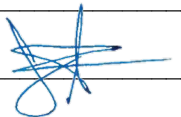
DATE: March 31, 2022

FOR THE UNION





W. Hughes
Chris Greenwood



Victoria University

The parties agree to add:

USW


Letter of Intent - Alternative Work Arrangements

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

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


The University's decision to grant or deny a request for alternative work arrangements shall be based on reasons of departmental operational efficiency, service effectiveness, and the University's guidelines for alternative work arrangements. It is understood that such arrangements may not be suitable operationally in some work units and/or for certain positions, and that the design and approval of all arrangements is a matter for University discretion. It is further understood that such arrangements shall be approved or denied in a manner such that is not arbitrary, discriminatory or in bad faith.

FOR THE UNIVERSITY




DATE: March 30, 2022

FOR THE UNION



W. Hughes
Chris Greenwood



Victoria University

USW


The parties agree to add:

Without Prejudice

Letter of Intent – Creation of a one-time only education awards fund


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

FOR THE UNIVERSITY



DATE: March 31, 2022

FOR THE UNION



Victoria University

USW

The parties agree to add:


Letter of Intent - Equity Language for Job Postings

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

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


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


FOR THE UNIVERSITY




DATE: March 30, 2022

FOR THE UNION





W. Hughes
Chris Greenwood


The parties agree to add:

LETTER OF INTENT – RESIDENCE LIFE AND CAMPUS LIFE STAFF: TAXABLE BENEFITS


This letter of agreement concerns the positions of Residence Life and Campus Life staff who live on campus. These employees are, in addition to their regular salaries, provided with on-campus housing and parking, which are treated as a taxable benefit. This means that such employees are provided with on-campus housing and are not charged for their living space but are required to pay income tax to the Canada Revenue Agency on the value of the benefit. The University has applied and shall apply a 30% discount rate in recognition of the ‘disruption factor’ that is intrinsic to this arrangement.

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

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


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


FOR THE UNIVERSITY





DATE: March 31, 2022


FOR THE UNION











The parties agree to add:

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

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

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

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

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

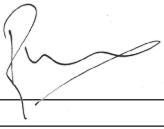
The University understands the importance of mental health supports for parties involved in a complaint process and makes them available as applicable.

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

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


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

FOR THE UNIVERSITY




DATE: March 31, 2022

FOR THE UNION







W. Hughes



The parties agree to amend:

SCHEDULE D - CASUALS

Agreed as follows:

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

Article 1 - Purpose of Agreement

Article 2.01 - Recognition and Scope

Article 2.04 - Employee Categories-Casual Employees

Article 3 - Relationship

Article 4 - Management Rights

Article 5 - No Strike or Lock outs

Article 6 - Union Security

Article 7 - Union Representative

Article 9 - Grievance Procedure

Article 10 - Discharge and Discipline

Article 11 - Arbitration

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

Article 12.03 - Job Vacancies (postings)

Article 12.04 - Term Vacancies

Article 16 - Union Representation

Article 19 - Payment for Injured Workers

Article 21 - Safety and Health

Article 24.03 - Payment by Direct Deposit

Article 25.02 (a) - Hours of Work and Overtime

Article 25.03

Article 25.04 - No Pyramiding

Article 25.05

Article 26.01 - Use of singular/plural

Article 29 - Termination of Agreement

Article 32 - Emergency Closures

Article 33 - Campus Mail

Article 34 - Collective Agreement Distribution

Letter of Intent - Complaints Based on Alleged Breach of the University's Statement on Harassment and Violence in the Workplace

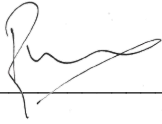
Letter of Intent - Coaching Letters

Letter of Intent - Domestic Violence

Letter of Intent – Workplace Investigations - Shared Values, Preventative Efforts and Workplace Restoration – Human Resources Guideline on Civil Conduct


Letter of Intent – Equity Language for Job Postings
Letter of Intent – Alternative Work Arrangements
Letter of Intent – Victoria University Operations


FOR THE UNIVERSITY




DATE: March 31, 2022

FOR THE UNION





W. Hughes
Chris Greenwood


1-Jul-22

1% ATB

Pay Bands	Job Class	Hiring Rate Probationary Rate (1 to 60 working days)	Step 1 Confirmed Rate (after 60 active working days for full time or after 480 hours worked for part- time employees)	Step 2 After 1 year for of full- time employment, or equivalent hours for part- time employees (2080 hours including vacation & authorized leaves)
1	Dishwasher/Porter Mailroom Clerk	\$18.08	\$19.52	\$21.86
2	Food Service Production Housekeeper Cashier Cleaner-Food Services Cook Apprentice	\$19.34	\$20.90	\$23.41
3	Printer Groundskeeper	\$20.31	\$21.94	\$24.57
4	Cook/Baker Reception/Residence Front Desk Day/Evening	\$21.53	\$23.26	\$26.04
5	Maintenance Helper Building Services Technician Reception/Residence Front Desk Overnight	\$22.81	\$24.64	\$27.60
6	Handyperson Lead Hand Food Service Nightwatch AV Support- Mailroom Lead Hand Housekeeper	\$24.19	\$26.13	\$29.25
7	Building Operator	\$25.64	\$27.68	\$31.01
8	Lead Hand Nightwatch Lead Hand Residence Front Desk	\$27.18	\$29.34	\$32.87
9	Lead Hand Groundskeeper First Cook Locksmith	\$28.81	\$31.12	\$34.85
10	Sous Chef	\$30.54	\$32.97	\$36.95
11	Tradesperson (Electrician/HVAC/Plumber/Carpenter)	\$32.37	\$34.96	\$39.15
12		\$34.32	\$37.06	\$41.50
13	Lead Hand Tradesperson	\$36.36	\$39.28	\$43.98
14		\$38.53	\$41.63	\$46.62
15		\$40.85	\$44.13	\$49.42
16		\$43.32	\$46.79	\$52.39
17		\$45.91	\$49.59	\$55.54
18		\$48.67	\$52.56	\$58.88
19		\$51.58	\$55.71	\$62.41
20		\$54.68	\$59.05	\$66.15

1-Jul-21

1% ATB

Pay Bands	Job Class	Hiring Rate Probationary Rate (1 to 60 working days)	Step 1 Confirmed Rate (after 60 active working days for full time or after 480 hours worked for part- time employees)	Step 2 After 1 year for of full- time employment, or equivalent hours for part- time employees (2080 hours including vacation & authorized leaves)
1	Dishwasher/Porter Mailroom Clerk	\$17.90	\$19.33	\$21.65
2	Food Service Production Housekeeper Cashier Cleaner-Food Services Cook Apprentice	\$19.15	\$20.69	\$23.18
3	Printer Groundskeeper	\$20.11	\$21.72	\$24.33
4	Cook/Baker Reception/Residence Front Desk Day/Evening	\$21.32	\$23.03	\$25.78
5	Maintenance Helper Building Services Technician Reception/Residence Front Desk Overnight	\$22.58	\$24.39	\$27.33
6	Handyperson Lead Hand Food Service Nightwatch AV Support- Mailroom Lead Hand Housekeeper	\$23.95	\$25.87	\$28.97
7	Building Operator	\$25.38	\$27.40	\$30.70
8	Lead Hand Nightwatch Lead Hand Residence Front Desk	\$26.91	\$29.05	\$32.55
9	Lead Hand Groundskeeper First Cook Locksmith	\$28.53	\$30.81	\$34.50
10	Sous Chef	\$30.24	\$32.65	\$36.58
11	Tradesperson (Electrician/HVAC/Plumber/Carpenter)	\$32.05	\$34.61	\$38.76
12		\$33.98	\$36.69	\$41.09

13	Lead Hand Tradesperson	\$36.00	\$38.89	\$43.55
14		\$38.15	\$41.22	\$46.16
15		\$40.45	\$43.69	\$48.93
16		\$42.89	\$46.33	\$51.88
17		\$45.46	\$49.10	\$54.99
18		\$48.18	\$52.04	\$58.29
19		\$51.07	\$55.16	\$61.79
20		\$54.14	\$58.47	\$65.49

Effective: July 1, 2022

1% ATB

1-Jul-22		1	2	3	4	5	6	7	8
1	35,334.00	36,748.00	38,217.00	39,748.00	40,937.00	42,168.00	43,432.00	44,301.00	45,186.00
2	37,519.00	39,021.00	40,581.00	42,205.00	43,470.00	44,774.00	46,118.00	47,041.00	47,981.00
3	39,839.00	41,434.00	43,090.00	44,815.00	46,160.00	47,544.00	48,971.00	49,950.00	50,949.00
4	42,303.00	43,996.00	45,756.00	47,586.00	49,014.00	50,484.00	51,999.00	53,037.00	54,099.00
5	44,919.00	46,717.00	48,583.00	50,528.00	52,043.00	53,605.00	55,215.00	56,318.00	57,445.00
6	47,699.00	49,606.00	51,590.00	53,652.00	55,264.00	56,922.00	58,627.00	59,801.00	60,996.00
7	50,644.00	52,674.00	54,780.00	56,968.00	58,678.00	60,441.00	62,251.00	63,497.00	64,768.00
8	53,777.00	55,929.00	58,165.00	60,494.00	62,307.00	64,177.00	66,102.00	67,426.00	68,774.00
9	57,103.00	59,387.00	61,763.00	64,234.00	66,162.00	68,145.00	70,187.00	71,594.00	73,024.00
10	60,635.00	63,060.00	65,582.00	68,207.00	70,252.00	72,359.00	74,532.00	76,021.00	77,542.00
11	64,383.00	66,959.00	69,636.00	72,422.00	74,596.00	76,833.00	79,140.00	80,722.00	82,336.00
12	68,366.00	71,101.00	73,945.00	76,901.00	79,211.00	81,586.00	84,034.00	85,713.00	87,429.00
13	72,593.00	75,498.00	78,517.00	81,655.00	84,106.00	86,632.00	89,229.00	91,015.00	92,833.00
14	77,082.00	80,165.00	83,370.00	86,705.00	89,307.00	91,987.00	94,746.00	96,641.00	98,573.00
15	81,847.00	85,121.00	88,528.00	92,069.00	94,830.00	97,673.00	100,606.00	102,617.00	104,669.00
16	86,908.00	90,384.00	94,001.00	97,761.00	100,692.00	103,716.00	106,827.00	108,962.00	111,142.00
17	92,285.00	95,974.00	99,813.00	103,807.00	106,920.00	110,128.00	113,432.00	115,702.00	118,014.00
18	97,991.00	101,910.00	105,985.00	110,226.00	113,533.00	116,937.00	120,447.00	122,854.00	125,312.00
19	104,049.00	108,212.00	112,539.00	117,041.00	120,552.00	124,169.00	127,894.00	130,453.00	133,060.00
20	110,485.00	114,901.00	119,498.00	124,279.00	128,007.00	131,846.00	135,805.00	138,519.00	141,289.00

Effective: July 1, 2021

1% ATB

1-Jul-21		1	2	3	4	5	6	7	8
1	34,984.00	36,384.00	37,839.00	39,354.00	40,532.00	41,750.00	43,002.00	43,862.00	44,739.00
2	37,148.00	38,635.00	40,179.00	41,787.00	43,040.00	44,331.00	45,661.00	46,575.00	47,506.00
3	39,445.00	41,024.00	42,663.00	44,371.00	45,703.00	47,073.00	48,486.00	49,455.00	50,445.00
4	41,884.00	43,560.00	45,303.00	47,115.00	48,529.00	49,984.00	51,484.00	52,512.00	53,563.00
5	44,474.00	46,254.00	48,102.00	50,028.00	51,528.00	53,074.00	54,668.00	55,760.00	56,876.00
6	47,227.00	49,115.00	51,079.00	53,121.00	54,717.00	56,358.00	58,047.00	59,209.00	60,392.00
7	50,143.00	52,152.00	54,238.00	56,404.00	58,097.00	59,843.00	61,635.00	62,868.00	64,127.00
8	53,245.00	55,375.00	57,589.00	59,895.00	61,690.00	63,542.00	65,448.00	66,758.00	68,093.00
9	56,538.00	58,799.00	61,151.00	63,598.00	65,507.00	67,470.00	69,492.00	70,885.00	72,301.00
10	60,035.00	62,436.00	64,933.00	67,532.00	69,556.00	71,643.00	73,794.00	75,268.00	76,774.00
11	63,746.00	66,296.00	68,947.00	71,705.00	73,857.00	76,072.00	78,356.00	79,923.00	81,521.00
12	67,689.00	70,397.00	73,213.00	76,140.00	78,427.00	80,778.00	83,202.00	84,864.00	86,563.00
13	71,874.00	74,750.00	77,740.00	80,847.00	83,273.00	85,774.00	88,346.00	90,114.00	91,914.00
14	76,319.00	79,371.00	82,545.00	85,847.00	88,423.00	91,076.00	93,808.00	95,684.00	97,597.00
15	81,037.00	84,278.00	87,651.00	91,157.00	93,891.00	96,706.00	99,610.00	101,601.00	103,633.00
16	86,048.00	89,489.00	93,070.00	96,793.00	99,695.00	102,689.00	105,769.00	107,883.00	110,042.00
17	91,371.00	95,024.00	98,825.00	102,779.00	105,861.00	109,038.00	112,309.00	114,556.00	116,846.00
18	97,021.00	100,901.00	104,936.00	109,135.00	112,409.00	115,779.00	119,254.00	121,638.00	124,071.00
19	103,019.00	107,141.00	111,425.00	115,882.00	119,358.00	122,940.00	126,628.00	129,161.00	131,743.00
20	109,391.00	113,763.00	118,315.00	123,049.00	126,740.00	130,541.00	134,460.00	137,148.00	139,890.00