



COLLECTIVE AGREEMENT

FOR THE "CASUAL" BARGAINING UNIT

- BETWEEN -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

THE UNITED STEELWORKERS OF AMERICA



Term of Agreement: January 24, 2000 to June 30, 2002.

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COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of January 24, 2000.

- between -

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

- and -

THE UNITED STEELWORKERS OF AMERICA
(hereinafter called "the Union")

ARTICLE 1: PURPOSE OF AGREEMENT

1:01 The general purpose of this Agreement is to secure the benefits of collective bargaining, a method of settling any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, and to set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the University and the Union.

ARTICLE 2: RECOGNITION AND SCOPE

2:01 The University recognizes the Union as the sole and exclusive bargaining agent for all non-staff appointed employees of the University save and except the following:

- (1) Persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations.
- (2) A. Academic staff including but not limited to:
 - (i) members of faculty at all professorial ranks;
 - (ii) academic administrators as defined on the date of application for certification in the 1995 "Policies for Academic Staff and Librarians" under the Policy on Appointment of Academic Administrators at code number 3.01.01;
 - (iii) librarians;
 - (iv) status only appointments;
 - (v) visiting academic appointments;
 - (vi) senior tutors;
 - (vii) tutors;
 - (viii) lecturers;
 - (ix) special lecturers;
 - (x) instructors;
 - (xi) scholars and fellows;
 - (xii) sessional appointments;
 - (xiii) persons hired to teach on stipend;
 - (xiv) clinicians.
- (2) B. Research associates
- (2) C. Athletic instructors and coaches

- (3) Engineers, doctors, dentists, architects or lawyers entitled to practice in Ontario and who are employed in a professional capacity.
- (4) Students employed as part of an educational co-operative training program or in the University's Work Study Program.
- (5) Persons for whom any other trade union held bargaining rights under the *Labour Relations Act* as of May 29, 1998.

ARTICLE 3: RELATIONSHIP

No Discrimination

- 3:01 The University and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, creed, colour, ethnic origin, marital status, family status, political affiliation, citizenship, sexual orientation, handicap as defined in the Ontario Human Rights Code, or age as defined in the Ontario Human Rights Code, or record of offences unless the employee's record of offences is a reasonable and *bona fide* qualification because of the nature of the employment.
- 3:02 The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or a lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

Sexual Harassment

- 3:03 Sexual harassment shall be considered discrimination under Article 3:01 of this Agreement. Harassment based on sex includes:
- (a) Unwanted sexual attention of a persistent or abusive nature, by a person who knows or ought reasonably to know that such attention is unwanted; or
 - (b) Implied or expressed promise of reward for complying with a sexually oriented request; or
 - (c) Implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.
- 3:04 An employee may elect to submit a grievance alleging sexual harassment under the collective agreement or to file a complaint under the University's Sexual Harassment Policy:
- (i) An employee who elects to file a grievance under the collective agreement shall, if he or she wishes, have access to the mediation process in the University's Sexual Harassment Policy prior to Step 1 of the grievance procedure and may be accompanied by a Union representative during the process, if he/she chooses. An employee may withdraw from the mediation process at any time and resume the grievance process.
 - (ii) Employees electing to proceed with a complaint under the University's Sexual Harassment Policy shall have the right to be accompanied by a Union representative at any stage of the process.

The provisions of this clause may not be utilized by an employee where the subject matter of the complaint is or has been or becomes the subject of a complaint to the Human Rights Commission under the Human Rights Code.

Racial Discrimination

3:05 An employee who files a grievance under the collective agreement alleging that he or she has been discriminated against because of race contrary to Article 3:01 may, if he or she chooses, meet with the University's Race Relations Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union representative if he or she so chooses. Thereafter an employee may resume the grievance process.

General Harassment

3:06 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

ARTICLE 4: MANAGEMENT RIGHTS

4:01 The management of the University and direction of employees are fixed exclusively with the University and shall remain solely with the University, except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, it is the exclusive function of the University to:

- (a) Maintain order, discipline, and efficiency.
- (b) Hire, assign, retire at age sixty-five (65), direct, promote, demote, classify, transfer, lay-off, recall, and suspend, discharge or otherwise discipline employees for just cause, subject to the right of an employee to grieve to the extent and manner provided herein if the provisions of the Agreement are violated in the exercise of these rights.
- (c) Determine the nature and kind of business conducted by the University, the kinds and locations of equipment used, materials used, the methods and techniques of work, the hours of work, work assignments, the schedules of work, the number of personnel to be employed, classifications and the qualifications for positions, duties and responsibilities of positions, and the extension, limitation, curtailment or cessation of operations.
- (d) Establish, enforce and alter from time to time reasonable rules and regulations to be observed by employees.

ARTICLE 5: NO STRIKE OR LOCKOUT

5:01 There shall be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the *Labour Relations Act* for the Province of Ontario.

ARTICLE 6: UNION SECURITY

6:01 The University agrees to deduct from the pay of each employee in the bargaining unit, on a per pay basis, such union dues, fees and assessment as prescribed by the Constitution of the Union.

6:02 The University shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, as directed by the Toronto Area Office, payable to the International Treasurer of the Union.

- 6:03 The monthly remittance shall be accompanied by a statement listing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. The monthly remittance will also include the Union's "Summary of Union Dues" form.
- 6:04 The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of or by reasons of, deductions made or payments made in accordance with this Article.
- 6:05 The University agrees to record total Union dues deductions paid by each employee on his/her T4 Income Tax Receipt.

ARTICLE 7: UNION REPRESENTATION

- 7:01 The University acknowledges the right of the Union to appoint or otherwise select up to three (3) Union Stewards (one for each campus) for the purpose of representing employees in the handling of grievances.
- 7:02 The Union shall notify the University, in writing, of the names of the Union Stewards and will promptly notify the University, in writing, of any changes thereto.
- 7:03 Union Stewards have regular duties to perform on behalf of the University; therefore, they will not leave their duties for the purpose of handling grievances without obtaining the permission of his/her supervisor. Such permission shall not be unreasonably withheld.
- 7:04 The University agrees that Stewards shall not suffer any loss of regular straight-time pay for time necessarily spent in the handling of grievances.

ARTICLE 8: NEGOTIATING COMMITTEE

- 8:01 The University agrees to recognize and deal with a Negotiating Committee of not more than three (3) bargaining unit employees selected by the Union, along with the International Union Representatives.
- 8:02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8:03 Bargaining unit employees on the Negotiating Committee will suffer no loss of regular straight-time pay for time spent in negotiations with the University when they would otherwise have been at work.

ARTICLE 9: GRIEVANCE PROCEDURE

- 9:01 It is the mutual desire of the parties that complaints with respect to the application, interpretation, administration or alleged violation of this Agreement be addressed as quickly as possible and it is understood that an employee or group of employees shall first give the immediate supervisor an opportunity to adjust a complaint. Failing a satisfactory settlement, a complaint may be taken up as a grievance in the following manner:

Step One

The grievance shall be submitted, in writing, to the immediate supervisor by the employee(s) or the Union. The nature of the grievance, the relevant provisions of the agreement, a general statement of relevant facts and the remedy sought shall be set out in the grievance. The immediate supervisor shall meet with the employee's Union Steward within five (5) calendar days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The immediate supervisor shall, within a further five (5) calendar days, answer the grievance and return it to the Union.

Step Two

If the decision of the immediate supervisor is not satisfactory, the grievance may be submitted to the Department Head (if there is one) or designate, or alternatively directly to Step Three. The Department Head or designate shall, within five (5) calendar days, meet with the Union Steward in a further attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The Department Head or designate shall, within a further five (5) calendar days, give his/her decision in writing to the Union.

Step Three

If the grievance remains unsettled at the conclusion of Step Two, the grievance may be submitted to the Principal/Dean/Division Head or designate who shall, within seven (7) calendar days, meet with the Union Steward in a further attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The Principal/Dean/Division Head or designate shall, within a further seven (7) calendar days, give his/her decision in writing to the Union.

Step Four

If the grievance remains unsettled at the conclusion of Step Three, the grievance may be submitted to the appropriate Vice-President (or equivalent) or designate (e.g. Academic Divisions – Vice-President and Provost; Operations and Services – Vice-President Administration and Human Resources) who shall, within seven (7) calendar days, hold a meeting with the Union Steward and a staff representative of the Union or his/her designate in a further attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The Vice-President (or equivalent) or designate shall, within a further seven (7) calendar days, give his/her decision, in writing, to the Union.

- 9:02 At each step of the grievance process, the University representative may have with him/her, at any grievance meeting, an equal number of University representatives to the number of Union representatives.
- 9:03 The University shall not be required to consider any grievance which is not submitted within twenty-one (21) calendar days after the grievor became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.
- 9:04 If settlement of the grievance is not reached at Step Four, then the grievance may be referred, in writing, by either party to arbitration as provided in Article 11 – Arbitration, at any time within thirty (30) calendar days after the decision is received under Step 4. If no written request for arbitration is received within this time period, the grievance shall be deemed to have been withdrawn and not eligible for arbitration.

- 9:05 When two or more employees with the same Department Head (or where there is no Department Head, the same Principal/Dean/Division Head) wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step Two of the grievance procedure. In any other case where two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University at Step Four of the grievance procedure.
- 9:06 A grievance arising directly between the University and the Union (which could not normally be grieved by an individual employee) shall be initiated at Step Three. Any grievance by the University or the Union as provided herein shall be commenced within ten (10) calendar days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.
- 9:07 The time limits provided in this Article may be extended by mutual agreement between the parties in writing.
- 9:08 Where no answer is given within a time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.

ARTICLE 10: DISCHARGE

- 10:01 Employees in the bargaining unit may be terminated at any time at the sole discretion of the University. The parties agree that an arbitrator has no jurisdiction to relieve against the discharge or substitute or provide any other remedy in the case of discharge, unless the discharge was discriminatory contrary to Article 3:01 of this Agreement.

ARTICLE 11: ARBITRATION

- 11:01 When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request, in writing, addressed to the other party to this Agreement.
- 11:02 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, selected on a rotating basis from a panel of four (4) Arbitrators set out below or a Board of Arbitration as set out in Article 11:07 below:
- Rob Herman
Louisa Davie
Kevin Burkett
Martin Teplitsky
- 11:03 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
- 11:04 The Arbitrator shall hear and determine the grievance as filed and his or her decision shall be final and binding on the parties hereto and the employees.

- 11:05 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.
- 11:06 The parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The parties will otherwise bear their own expense with respect to any arbitration proceedings.
- 11:07 The parties by mutual agreement may agree to establish a Board of Arbitration in respect of any grievance submitted for arbitration. In such a case the parties shall each appoint a nominee to the Board of Arbitration and the Chairperson of the Board of Arbitration will be one of the arbitrators set out in Article 11:02 above or such other Chairperson as the two nominees appointed by the parties otherwise agree. The provisions of Articles 11:03, 11:04 and 11:05 apply to a Board of Arbitration. Further, the parties will jointly bear the fees and expenses of the Chairperson on an equal basis. The parties will otherwise bear their own expenses with respect to the arbitration proceedings, including the fees and expenses of the nominee appointed by them.

ARTICLE 12: GENERAL

- 12:01 In addition to the terms and conditions set out in this collective agreement, the terms and conditions of employment for bargaining unit employees will be subject to and in accordance with the relevant provisions of the *Employment Standards Act*.
- 12:02 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Human Resources or his or her designate, University of Toronto, 215 Huron Street, 8th floor, Toronto, Ontario M5S 1A2, and the Area Co-ordinator (Toronto) or his or her designate, United Steelworkers of America, 25 Cecil Street, Toronto, Ontario, M5T 1N1.

ARTICLE 13: WAGES

- 13:01 Bargaining unit employees will be paid no less than nine (9) dollars per hour or, where the employee is assigned by the University to perform a significant portion of the duties of a staff appointed position, the minimum rate on the salary grid for that position.

ARTICLE 14: TERMINATION

- 14:01 This Agreement shall be effective from the date of ratification by both parties and shall continue in effect up to and including the 30th day of June, 2002, and shall continue automatically thereafter for annual periods of one (1) year, unless either party notifies the other in writing within a period of ninety (90) calendar days immediately prior to the expiration date that it desires to amend the Agreement.
- 14:02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 14.01, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

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 January 24, 2000.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Vice-President, Administration and Human Resources

Secretary of Governing Council

AND

UNITED STEELWORKERS OF AMERICA

Area Co-ordinator

Mary Anne De Francis

Allison Dubarry

Ken Fraser

Mary Howes

Carrie Robinson

Ana Maria Sapp

Carol Ann Zyvatkauskas

John Malcolm

Michael Morrow

P.C. Choo

Elizabeth Thompson

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