



COLLECTIVE AGREEMENT

Between

The Students' Administrative Council of the University of Toronto
(University of Toronto Students' Union)

And

Canadian Union of Public Employees and its Local 1281

Expires January 30, 2028

DEFINITIONS	3
ARTICLE 1 • PURPOSE	4
ARTICLE 2 • RIGHTS OF THE EMPLOYER	5
ARTICLE 3 • RECOGNITION OF UNION	5
ARTICLE 4 • DISCRIMINATION & HARASSMENT	5
ARTICLE 5 • UNION SECURITY	9
ARTICLE 6 • EMPLOYEE POSITIONS – UNION AND NON UNION	11
ARTICLE 7 • UNION DUES	13
ARTICLE 8 • LABOUR MANAGEMENT COOPERATION	13
ARTICLE 9 • UNION REPRESENTATION	14
ARTICLE 10 • GRIEVANCE PROCEDURE	16
ARTICLE 11 • ARBITRATION.....	19
ARTICLE 12 • DISMISSAL, SUSPENSION, & DISCIPLINE	20
ARTICLE 13 • SENIORITY	22
ARTICLE 14 • PROMOTIONS & VACANCY.....	23
ARTICLE 15 • LAYROFF & RECALL.....	27
ARTICLE 16 • HOURS OF WORK.....	29
ARTICLE 17 • OVERTIME	29
ARTICLE 18 • HOLIDAYS.....	30
ARTICLE 19 • VACATION	31
ARTICLE 20 • SICK LEAVE.....	32
ARTICLE 21 • LEAVE OF ABSENCE	35
ARTICLE 22 • PAYMENT OF WAGES & ALLOWANCES	42
ARTICLE 23 • END OF EMPLOYMENT AND SEVERANCE PAY.....	44
ARTICLE 24 • JOB DESCRIPTIONS	46
ARTICLE 25 • HEALTH & SAFETY	46
ARTICLE 26 • TECHNOLOGICAL & OTHER CHANGES.....	47
ARTICLE 27 • PRESENT CONDITIONS & BENEFITS.....	48
ARTICLE 28 • COPIES OF AGREEMENT.....	48
ARTICLE 29 • DURATION OF AGREEMENT.....	48
SCHEDULE B – SUMMARY OF ELIGIBLE TIME OFF	51
SCHEDULE C – JOB DESCRIPTIONS	53
MEMORANDUM OF UNDERSTANDING RE: WORK FROM HOME PROGRAM ...	68
MEMORANDUM OF UNDERSTANDING RE: EMRE CANARSLAN	69
MEMORANDUM OF UNDERSTANDING RE THE WORK OF MARCO HERNANDEZ-HENRIQUEZ AND WAFIYAH KHANAM	70

DEFINITIONS

Bargaining Unit

The bargaining unit refers to all employees of the sub-local or who are members of the Union, as defined in Article 3.01

Business Day

A Business Day shall be defined as a calendar day of the week between Monday and Friday inclusive, excluding any statutory holiday as defined in Article 18.

Employees

Employees are defined as those individuals within the bargaining unit as defined in Article Three (3)

Employer

University of Toronto Students 'Union, legally known as the Students' Administrative Council of the University of Toronto, as represented by the Executive Committee.

Employer's Representative

An individual who is designated by the Executive Committee and who is not a member of the bargaining unit who will represent that Employer to the Union and Employees in a manner that is consistent with the terms of this Agreement. The Employer's Representative shall be the Union's point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein. The Employer will provide notice in writing if and when the Employer's Representative should change.

Gender

The pronoun "they" has been used in this Collective Agreement to refer to the singular or the plural, and to provide gender-neutral language.

In Writing

Where notice or reply to the Union is required by any provision of this Agreement, such notice will be in writing as a hard copy letter to the Shop Steward with a copy immediately forwarded to the President and the Staff Representative of the Union's Local in the manner specified in Article 5.05

Management Committee

The Management Committee shall consist of up to three (3) representatives of the Employer, one of whom is the Employer's Representative.

Regular Work Day

A Regular Work Day shall be defined as an eight (8) hour day with one (1) hour for lunch and two 15 minute breaks.

Shop Steward

The Shop Steward is defined as a member of the bargaining unit selected by bargaining unit members to represent them in the workplace.

Spouse

Designates wife/husband, common law partner (whether of the same or opposite sex). A common law spouse is defined as one who is living with an Employee in a conjugal relationship of some permanence.

Summer Work Week

The Summer Work Week is defined as a four (4) day week, defined as 32 hours (including one-hour paid lunch)

Union

The Canadian Union of Public Employees and its Local 1281, whose authorized representatives include the Service Coordinator, the President or designated members of the Executive Committee.

UTSU

University of Toronto Students 'Union, legally known as the Students' Administrative Council of the University of Toronto as defined by its Articles and by-laws.

Working Day

A working day shall be defined as any day that the Employer's operations are open and Employees are at work between Monday and Friday, inclusive. Working days shall exclude both Saturday and Sunday.

Year

A year shall be defined as a calendar year, from January 1 to December 31.

ARTICLE 1 • PURPOSE

The purpose of this Agreement is to promote the mutual interest of the Employer and the Employees and to provide for the operation of the Employer's business under conditions which will further the welfare of the Employees, economy of operations and quality and quantity of work.

This Agreement will establish and maintain rates of pay and other forms of remuneration, working conditions and conditions of employment, and to provide appropriate procedures for the resolution of both grievance and discipline or problems that arise during the term of the Agreement. Both parties will make every effort to settle issues in a pro-active, equitable and fair manner at the initial levels through constructive consultation and discussion.

Cooperation

It is recognized by this Agreement that it is the duty of the Employer and the Employees to co-operate fully, individually and collectively in the administration of the Agreement and to further the interests of UTSU's members.

No Personal Service Requirement

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each Employee. Employees are not required to do personal services, which are not connected with the operation of the Employer.

ARTICLE 2 • RIGHTS OF THE EMPLOYER

2.01 Rights of the Employer

The Union recognizes the right of the Employer to direct its work force; to hire; discipline, suspend, or discharge for just cause; reclassify or lay-off an Employee; and to manage its business in all respects in accordance with its obligations, subject to the provisions of this Agreement.

The Employer agrees to exercise such rights in a fair, reasonable and equitable Manner that is consistent among all Employees and with other provisions in this Agreement.

ARTICLE 3 • RECOGNITION OF UNION

3.01 Employer Recognizes the Union

The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees, save and except for all Management positions (any position that includes, as a primary duty, supervising or evaluating Employees within the bargaining unit), Orientation Coordinators, the part-time Bookkeeper, hourly paid employees and Term or Casual Employees, and those who hold office by virtue of election by the students of the University of Toronto or by virtue of their appointment to the office by the Board of Directors of the University of Toronto's Students 'Union.

ARTICLE 4 • DISCRIMINATION & HARASSMENT

1. No Discrimination

The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any Employee or applicant for employment by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; political or religious affiliations and/or membership, beliefs or activities; gender, sex, sexual orientation, gender expression or gender identity; marital status; family status; class; parental status; number of dependents; place of residence; record of offences except where it relates to a bona fide qualification because of the nature of employment; Acquired Immune Deficiency Syndrome (AIDS); AIDS related illnesses; AIDS related complex (ARC); positive Human Immune Deficiency Virus (HIV) Test; Union membership or activity; nor by reason of the exercise of any of the rights contained in this Agreement. Notwithstanding the reference above to native language, the Employee must display a proficiency in English necessary to perform their duties.

No Employee or applicant shall be required to submit to a blood test, lie-detector test, or any other test for illness or drug dependency by the Employer. Notwithstanding the

above, the insurer for the Employee Health and Dental Plan may request certain medical tests in order to qualify for group insurance coverage. Failure to submit to these tests may result in denial of group insurance coverage.

2. No Harassment

The Employer agrees that there shall be no form of harassment exercised or practiced with respect to any Employee or any applicant seeking to become an Employee, by reason of any of the grounds set forth in Article 4.01.

Harassment shall be defined as any vexatious comment or conduct that is known or should reasonably be known to be unwelcome, such as:

- a. unwelcome remarks, jokes, innuendos, or taunts about a person;
- b. insulting gestures or practical jokes of a nature which cause awkwardness or embarrassment;
- c. offensive comments and/or actions which demean, humiliate or threaten an individual or group;
- d. displaying or distributing pornographic, pin-up pictures, graffiti or other offensive pictures or written material;
- e. leering (suggestive staring);
- f. refusing to talk to, or work with, a person by reason of any of the prohibited grounds;
- g. demands for sexual favours or unwanted sexual overtures;
- h. unnecessary physical contact, such as touching, patting or pinching;
- i. sexual assault;
- j. physical assault;

Reprisal or threat of reprisal against any Grievor, witness or any person involved in the investigation of a grievance under this Agreement.

Sexual harassment shall be defined as:

- b. unwanted attention of a sexually-oriented nature; or implied or expressed promise of reward for complying with a sexually-oriented request; or
- c. implied or expressed threat of reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request; or
- d. sexually-oriented remarks or behaviour which may reasonably be perceived to create a negative working environment;
- e. insulting gesture or practical jokes of a nature which cause awkwardness or embarrassment.

Gender harassment shall be defined as:

- a. offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of sex, sexual orientation, gender identity or gender expression, but which may not be sexually motivated.

Racial/Ethnic/Religious harassment shall be defined as:

- a. offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of race, creed, religion, colour, place of origin, ethnic origin, citizenship and/or ancestry, but which may not be sexually motivated.

Harassment shall be defined as an offensive comment and/or action, which demeans an individual or causes personal humiliation of the types listed in this Article.

3. Harassment from the Employer

Harassment from the Employer shall be defined as any vexatious comment or conduct, written or verbal that is known or ought reasonably to be known to be unwelcome. Any work-related complaints about Employees shall be directed to the Employer's Representative or else will be considered harassment. Where the matter concerns or involves the Employer's Representative, complaints will be directed to the attention of the President.

4. Personal/Performance Harassment

Any work-related or performance complaint expressed to an Employee or expressed in a public forum, by Management, a duly elected or appointed member of the Board of Directors, or an Employee, shall also be defined as harassment, as long as it otherwise meets the definition of Harassment under the Occupational Health and Safety Act.

5. Harassment from Board Members

Harassment from a member of the Board of Directors shall be defined as complaints not related to work performance, or as any vexatious comment or conduct, written or verbal that is known or ought reasonably to be known to be unwelcome. Any complaints about Employees shall be directed to the Employer's Representative or else will be considered harassment.

6. Denial of Service

The Employer recognizes the right of Employee to refuse service to individuals that behave belligerently or abusively or that contravene the Employer's policies related to harassment, discrimination, in accordance with the following procedures:

- a) Where the actions of any individual pose a threat to the safety and security of other individuals, Employees must take reasonable steps to immediately notify a member of the Management Committee and or their supervisor.
- b) The Employee will have the right to be accompanied by the Shop Steward for any discussion with the Employer, or by another Employee of their choosing where the Shop Steward may not be immediately available.
- c) An Employee who refuses service to an individual must provide a written record of account of the incident to the Employer's Representative and the Shop Steward as soon as reasonably possible, and in all cases within no more than two working days following the incident. The record or account will include the date, time and

location of the incident, a full disclosure of the circumstances that lead to a denial of service and a list of witnesses to the incident where possible.

- d) A meeting between the Employee, the Employer and the Shop Steward will be held as soon as is reasonably possible, and in all cases within one week following the incident, the purpose of such meeting is to discuss the circumstances which lead to a denial of service, to identify any strategies which could be used in future similar situations, and to initiate any resolutions. The Employer's Representative will inform all staff about the incident.
- e) Reasonable delays based on priority and queuing are normal in daily operations and will not be considered denial of service.

7. Harassment Grievance Procedure

An Employee who alleges they have been subject to discrimination or harassment is recommended and encouraged to follow the complaint process as set out in the employer's harassment policies and process, or may submit a grievance under the grievance procedure. All grievances filed alleging a violation of Article 4 shall be submitted in writing by the Union within thirty (30) business days of the alleged incident.

The parties agree that the Union may rely on incidents that occur more than thirty (30) business days prior to the filing of the grievance if the earlier incidents form part of a pattern of harassing conduct.

When a grievance under this Article has been filed (see Article 9 for grievance process) the Union may request that contact with the alleged harasser be discontinued during the period of investigation. Upon such a request, the Employer's Representative shall ensure such separation. Where separation occurs the Employee with the grievance shall suffer no penalty or interference in their working conditions. Should separation impact the work of another bargaining unit member the separation shall not be considered disciplinary action nor will it be the basis for a grievance.

Within ten (10) business days of receipt of the grievance the Employer's Representative shall convene a meeting with the Union. The Employer must respond in writing within ten (10) business days of the meeting on a resolution to the grievance.

8. Investigation of Harassment Complaint

If an Employee feels they have been harassed and notifies the Employer, the Employer shall conduct an investigation regardless of whether a grievance has been filed. The Employee or Employees involved shall be entitled to representation by the Union. The Employer and the Union shall appoint an agreed upon neutral third party to handle the investigation who would have the authority to recommend discipline. The investigation process shall take no longer than fourteen (14) working days unless otherwise agreed upon by the Employer and the Union. The Employer shall then decide what action shall be taken. The Employee and the Union shall be informed of

the decision within five (5) working days following the receipt of the decision of the Investigator. Where possible proceedings and results shall be kept in the strictest confidence.

a. Counselling during Investigation

The Grievor shall be offered counselling or leave (with pay) during the Investigation. The alleged harasser shall be given a leave (with pay) during the investigation.

ARTICLE 5 • UNION SECURITY

5.1

a) Members in Good Standing

The Employer agrees that all Employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing.

b) Commitment to Full-Time Work

The Union and the Employer share the objective of providing regular full time employment and job security to the extent that it is possible and mutually agreeable. Term Employees will not be hired and contracting out will not be utilized so as to result in the displacement or lay-off of bargaining unit members.

c) Membership List Requirement

The Employer will provide the Union's Local Office with an updated listing of current Employees in writing within one month of a new offer of hire and no later than one month of signing the Letter of Appointment. This list shall include the name of employees, their start dates, position and contact information including phone, email and, their full mailing address. The Employer will inform the Union, in writing, when new positions are created, removed, and when an Employee leaves or is terminated. A list shall be provided in writing annually at the beginning of each calendar year, no later than February 15.

5.2

a) No Sub- contracts

The Employer agrees that no duties or services performed by the unionized positions shall be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company, or non-unit Employee without the consent of the Union.

b) Notification of Term Employee Contracts

Prior to considering applicants or a prospective Term Employee outside the bargaining unit, the Employer shall notify the Union in writing of the duties, which the Employer wishes to be performed by Employees outside the bargaining unit or by independent contractors. Reasonable notice shall be given of the Employer's intent to pursue such option. In so doing, the Employer shall inform the Union of the duties to be performed, the number of hours of

work and the rate of pay or fee to be paid. The Employer shall not consider applicants or pursue contracts until and only upon receiving the Union's consent. The Union shall provide their consent or rationale for withholding consent in writing within ten (10) business days of the Employer's notification.

c) Merger, Amalgamation or Separation Notice

In the event that the Employer is planning or is required to undergo a merger, separation, amalgamation or consolidation of any of its services or functions with another organization or separate entity, the Employer will notify the Union, with reasonable notice, of such merger, amalgamation or consolidation and will meet with the Union to discuss:

- i) The anticipated impact on benefits, wages and conditions of employment held by current Employees;
- ii) Obstacles to and strategies for preserving the benefits and conditions of employment held by current Employees;
- iii) Any adverse impact on any Employee or position within the bargaining unit;
- iv) The preservation of Employee seniority and the merger of seniority lists if applicable;
- v) The preservation and transfer of credits relating to vacation with pay, sick leave and other benefits; and No current Employee shall suffer loss of employment as a result of the Employer's merger or separation for a period of six (6) months.

5.3 Job Sharing

Upon written request from the Union at the request of the Employees of the bargaining unit, the duties of a regular full-time position may be shared between two (2) Employees. No shift will be less than three (3) hours. The Employer shall not unreasonably withhold permission for such job-sharing arrangements. All written requests for job sharing shall specify the proportion of hours and duties assumed by each Employee on job sharing.

The Union and the Employer will meet to discuss the terms and conditions of the request

5.4 Notice In Writing

Where notice or reply to the Union is required by any provision of this Agreement, such notice shall be in writing to the sub-local Shop Steward with a copy immediately sent to the President of the CUPE Local 1281 via email at president@cupe1281.ca and the Staff Representative via email at office@cupe1281.ca, and forwarded via regular mail to #25 Wood Street, Suite 102, Toronto, Ontario, Canada, M4Y 2P9. Any notice that does not meet this requirement shall be deemed to be null and void.

5.5 Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement, and their rights and duties under it. For this reason, the Employer shall print sufficient copies of this Agreement in a Union shop within thirty (30) calendar days of signing.

5.6 a) Notification to New Employees

The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

b) Copy of Collective Agreement

On the Employee's commencing employment, the Employer shall introduce a new Employee to their Shop Steward and shall provide them with a copy of the Agreement.

5.7 Union Orientation to New Employer

At the request of either party all members of the Executive and the General Manager will attend an annual information session provided by counsel to the UTSU to review the provisions of this Agreement and to discuss their role and responsibilities in a unionized environment. The Union further agrees to undertake assistance in education of the Executive Committee when the Executive Committee requests interpretation of clauses in the Agreement.

5.8 Right to Refuse Crossing Picket Line

The Employees covered by this Agreement shall have the right to refuse to cross picket lines held at any of the University of Toronto campuses or a location off-campus used by the Employer. Failure to cross a picket line shall not be considered to be a violation of this Agreement nor shall it be grounds for disciplinary action.

5.9 Right of Refusal for Illegal Activity

It is agreed that Employees have the right to refuse to undertake any action, which the Employee reasonably expects could result in a fine or incarceration.

ARTICLE 6 • EMPLOYEE POSITIONS – UNION AND NON UNION

A) BARGAINING UNIT POSITIONS - UNION

6.1 Permanent full-time Employees

Full time Employees are those members of the bargaining unit who enjoy all the rights of the Collective Agreement and who regularly work a 40Hour week (including one hour paid lunch) during the regular months (excluding the summer work period) and who are not Term, Casual or Contract Employees.

6.2 Contract Employees

In order to provide job security for the members of the bargaining unit, the Employer agrees that all duties or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company, or non-unit Employee, without the consent of the Union.

Additional work may arise which will be of a short-term project nature not to exceed more than eleven (11) months of consecutive work. Under these circumstances, the Employer may hire temporary, full-time staff on the basis of a contract, with the

Union's consent. The Union shall provide their consent or rationale for withholding consent in writing within ten (10) business days of the Employer's notification. The Employer will ensure that any Employee hired on a contract basis shall be deemed a member of the bargaining unit and shall receive all the benefits and protections of this Collective Agreement except for: internal transfers, internal applications, seniority accrual, and the right to grieve termination or non-renewal.

Such hiring shall be done in accordance with the provisions of this Agreement, as outlined in Article 14.

Prior to considering applicants under this Article, the Union and the Employer shall develop a written Memorandum of Understanding outlining the duties to be performed and the duration of the contract. This contract shall be signed by the Employer and an authorized representative of the Union, and the terms of the contract shall be written into a letter of appointment to be signed by the contract employee before commencement of duties.

No extension shall be allowed without a permanent posting within the bargaining unit, except in specific cases where operational continuity is critical. Such limited extensions must be mutually agreed upon by the Employer and the Union.

6.3 Replacement Employees

Refers to an Employee hired to temporarily replace a member of the bargaining unit on leave. The individual is treated as a member of the Union and receives all rights and benefits except for, internal transfers, internal applications, and seniority accrual. Upon completion of the permanent employee's leave, the Replacement employee shall not have the right grieve termination or non-renewal.

B) NON-UNIONIZED POSITIONS (outside the Bargaining Unit)

6.4 Part-time Employees

Part-time Employees shall be defined as working 25 hours or less per work week. Part-time Employees are not members of the bargaining unit. Executive Assistants are Part-time Employees.

6.5 Term Employees

It is recognized that the Employer may, from time to time, require Term non-unionized Employees to supplement the regular operations of the Employer. The Employer shall not employ any individual Employee for more than six (6) consecutive months, in any calendar year, unless the Union, in writing, mutually agrees to waive this requirement. Any agreement will be on a case by case basis and shall establish no precedent. Term Employees shall not be hired so as to result in the displacement, discharge or lay-off of a bargaining unit Employee nor a reduction in the number of positions in the bargaining unit or hours of work available to those positions. Orientation Coordinators and the Chief/Deputy Returning Officer are Term Employees.

6.6 Casual Employees

Additional work may arise which will be of a short-term, flexible nature for which individuals maybe be hired on a temporary contract for a maximum of twelve (12)

consecutive months part-time. Casual Employees are those who are hired on an honorarium/hourly and part-time basis. Wherever possible, such Employees will be registered at a post-secondary institution immediately before and during such contract. Such Employees shall not be hired so as to result in the displacement, discharge, or lay-off of bargaining unit Employees. Examples of Employees hired in this area are, front desk staff, Food and Clothing Bank staff, work-study employees, elections employees, poll clerks, handbook distributors and Associates. Casual Employees are outside of the Union.

6.7 Creation of Permanent Positions

If the contract position is to be made permanent by exceeding its maximum timeline, the position shall automatically be deemed to be added to the bargaining unit and confirmed to the Union in writing by the Employer. The Union and the Employer mutually agree to amend Appendix A (job descriptions) in this Agreement to include the new position. The process for filling vacancies as defined in Article 14 will be followed. Time limits may be extended for Term Employees with consent of the Union.

ARTICLE 7 • UNION DUES

7.1 Deduction of Union Dues

The Employer shall deduct the amount of dues and assessment authorized by the Union from the pay of every Employee in the Union, in accordance with the normal payroll schedule.

7.2 Remittance of Union Dues

The Employer will deduct from every Employee the amount of 2.5% or an amount which is authorized by the Union as Union dues. Deductions shall be made from the payroll period at the end of the month and shall be forwarded to the Secretary-Treasurer of the Union, no later than the 15th day of each month, accompanied by the Union's dues submission form and a detailed list of the names and addresses of all Employees from whose wages the deductions have been made.

7.3 Income Tax Slips

At the same time the Income Tax (TT4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year, if such deduction is permitted at law.

ARTICLE 8 • LABOUR MANAGEMENT COOPERATION

8.1 Purpose and Composition of Labour – Management Meetings

Labour-Management co-operation meetings shall be scheduled for the purpose of dealing with matters of office procedures to improve various aspects of the business of the Employer. The Committee shall be equally comprised of two (2) representatives of the Employer including the Employer's Representative, and two (2) representatives

from the bargaining unit including the Shop Steward. An authorized Union representative may attend at any time.

Labour-Management meetings shall be scheduled by mutual agreement, at the request of either party, but at least once each quarter. Minutes shall be taken on a rotating basis with an agenda available before meetings.

8.2 Scope of Discussion

It is understood that such meetings shall not deal with matters, which are properly the subject of collective bargaining, discipline, or the Grievance Procedure.

8.3 Time for Labour Management Meetings

Time spent by Employees in such meetings shall be considered to be time worked.

8.4 Employee Attendance at Committee Meetings of UTSU

Desiring to maintain participation in the Employer's operation over and above the participation provided for in the job descriptions, the Employer agrees that all meetings of its Executive Committee, the Board of Directors, its sub-committees, commissions, and committees, shall remain open to all Employees save and except when the Board or its committees meet to deal with staff evaluations, contract negotiations, grievances or disciplinary proceedings, or other issues of a sensitive nature in which case the Executive and the Board may choose to meet in camera. The Employer shall provide a minimum of five (5) working days' notice to Employees of the date, time and location of all Executive Committee meetings and Board of Directors meetings. Further, the Employer shall ensure that Minutes of Board of Directors meetings are provided to all Employees prior to the next scheduled meeting.

8.5 Regular Staff Meetings

The Employer's Representative is responsible for ensuring a positive, respectful, and supportive work environment, which includes effectively facilitating staff meetings. Staff meetings will take place twice a month to be scheduled by the Employer's Representative. All staff are required to attend meetings when not on holiday, vacation, sick leave or leave. The Employer's Representative will chair staff meetings.

ARTICLE 9 • UNION REPRESENTATION

9.1 A Shop Steward

The Employer recognizes the right of the Union to elect or appoint one (1) member to represent the Employees who are covered by this Agreement for the purpose of assisting the authorized CUPE Local 1281 Union representative in processing grievances and dealing with all matters pertaining to the function of the Union. The Union shall appoint a Shop Steward annually, elected by and from the members of the bargaining unit as defined in Article 3. The Shop Steward shall be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided, and shall act in a manner that is consistent with the terms of

this Agreement and is not arbitrary, discriminatory or in bad faith. The Union shall keep the Employer informed in writing, of the name of the Shop Steward and the effective date of appointment.

9.2 Paid Leave of Absence for Steward and Work of Union Officers

Those Employees who are the Shop Steward and Union Officers will be entitled to leave their work during business hours in order to carry out their functions under this Agreement and on behalf of CUPE Local 1281 including but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer and participation in negotiations and arbitration. Reasonable notice will be given to the Employer. Time spent by Employees in performing such Union duties will be considered as time worked.

9.3 Negotiating Committees

The Union and the Employer agree that each party shall establish a bargaining committee to renegotiate the Agreement. The Employer's bargaining committee shall consist of three (3) members appointed from and by the Employer to act on behalf of Management, one of whom will be the Employer's Representative. The Union's bargaining committee shall consist of two (2) members selected by the bargaining unit and one (1) authorized representative of CUPE Local 1281 selected by the Executive to act as the Union's designated representative. Each party will advise the other of their respective committees at the time that notice to bargain is given. The bargaining committees shall meet at times and places mutually agreed upon.

9.4 Assistance from CUPE

The Union Local shall have the right, at any time, to have assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises at a time mutually agreeable to the Employer and the representative in order to investigate and assist in the settlement of grievances as defined in Article 9. The Employer agrees that Employees have the right to meet and discuss Union business on paid time.

9.5 Exchange of Information

In order to facilitate bargaining the parties agree to share all information, data and reports, save only those confidential communications passing between the Employer and its Board of Directors and Employer and between the Union and the Unionized Employee members. Such information to be shared may include job descriptions, positions in the bargaining unit, current wage and benefit levels, technical information relating to comparative wage surveys, cost of living, budgets and other economic indicators.

9.6 Time Off for Union Duties

Members of the Union Bargaining Committee shall suffer no loss of pay as a result of attending negotiations for the renewal of this Agreement or while negotiating any amendments thereto. This shall also apply to the Union Bargaining Committee while in negotiation and the parties are being assisted by a Conciliation Officer, Mediator or Conciliation Board.

9.7 Attending Bargaining Meetings

Any representative of the Union or the Bargaining Committee shall have the right to attend committee meetings held within working business hours without loss of remuneration.

ARTICLE 10 • GRIEVANCE PROCEDURE

10.1 Scope of Grievances

A grievance shall be defined as any difference arising out of the interpretation, application, or alleged violation of this Agreement or a case where the Employer has acted improperly.

10.2 Type of Grievances

- a) Individual Grievance: A grievance, initiated by the Union, which is confined in scope to a particular Employee.
- b) Group Grievance: Where the matter is of concern to a group of Employees or where several individual grievances, after being consolidated at some stage, are brought forward as one (1) grievance.
- c) Policy Grievance: Where either party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, where the matter of concern is not specifically confined in scope to any particular Employee.
- d) Union Grievance: Where the matter of concern is of specific concern to the Union.

10.3 Procedure of Grievance Steps

The procedure for settling Individual or Group grievances shall start at Step One, including harassment grievances. The procedure for starting Policy and Union grievances shall start at Step Two.

10.4 Grievance Procedure

All grievances shall be dealt with in the following manner:

a) Step One:

The Union will file a written Notice of Grievance with the Employer's Representative within ten (10) business days of the date the incident first occurred, except for a grievance filed under Article 4 (Discrimination or Harassment) or Article 25 (Health and Safety) in which case the Grievor will have thirty (30) business days.

The Employer's Representative will provide the Union with a written response to the Notice of Grievance within ten (10) business days.

The Union will seek to settle the dispute with the Employer's Representative to the satisfaction of the Union, which may include a meeting with the grievor(s). The

Grievor has the right to be present at this step.

Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Two within ten (10) business days of the issuance of the Employer's response.

Should no further request or response be brought forward by the Union within ten (10) business days of the Employer's response being issued or a meeting taking place, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

b) Step Two:

Failing resolution of the grievance under Step One, the Union shall request a meeting with the Employer's Representative to attempt to resolve the matter. Another member of the Management Committee may be present at the meeting. This meeting will occur no later than ten (10) business days following the request.

Prior to proceeding to arbitration, the Union may select to hold a second meeting with the Employer in an effort to resolve the outstanding grievance, or it may immediately refer the matter to arbitration.

Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request in writing an escalation of the resolution process to Step Three after ten (10) business days following the last meeting attended by all parties.

Should no further request or response be brought forward by the Union within sixty (60) calendar days following the last meeting attended by all parties, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

c) Step Three:

Failing resolution of the grievance under Step Two, the grievance will be resolved through the arbitration process as defined under Article (11).

10.5 Grievance Replies

Replies to grievances shall be in writing at all stages. Where a grievance is denied, the reply shall include reasons for denying the grievance.

10.6 Time Limits Expire

If at any stage, the Employer's Representative fails to give a reply within the required time limits and the time limits have not been extended by mutual agreement, the grievance will be deemed to have been denied and the Union may proceed to the next step in the grievance procedure.

10.7 Time Limit Parameters

It is agreed that any of the time limits set out in this Article are automatically suspended during the vacation, holiday or leave of the Grievor. Time limits can be extended upon

mutual agreement.

10.8 Time Limit Extensions

The time limits may be extended by mutual agreement between the Union and the Employer.

10.9 Grievance Not to be Discussed

After a grievance has been initiated by the Union, the Employer shall not discuss the grievance with the Grievor, without a designated representative of the Union being present and without the consent of the Union.

10.10 Time off for Grievances

An Employee shall be permitted the necessary time off without loss of pay or benefits to attend to the adjustment of a grievance and may be present at any stage in the grievance procedure if so requested by either party.

10.11 Precedent

If the Union, an Employee or group of Employees choose not to grieve a particular situation or withdraw at any stage, such action or lack of action shall be entirely without prejudice, as well, shall not prejudice other grievances. Any decision of the Employer not to take disciplinary action, or to discontinue disciplinary action, shall also be entirely without prejudice.

10.12 Confidentiality

The Employer recognizes the principle of confidentiality and agrees that the identity of the Grievor(s) and the details of the grievance will not be made available to anyone except for those members of the Management Committee involved in responding to the grievance and other individuals where deemed necessary, including members of the Executive Committee, employees of the Union and legal counsel. The Employer will aim to protect the personal information and privacy of the Grievor(s).

10.13 No Contact Between Grievor and Grievor

In the case of an individual grievance where an Employee is grieving an individual member of the Board of Directors, with whom they would normally be required to work, the Employer and the Union will work together to limit or eliminate the Grievor's need to interact directly with the Board member.

10.14 Resolving Employee Disagreements

Every effort shall be made to resolve differences informally. The first step would be to hold a meeting within a reasonable amount of time after the given incident between the two (2) Employees in dispute with the Shop Steward present. Involved Employees should make every attempt to consider job descriptions, work load and expectations.

Failing resolution, if the Employees wish to continue attempting resolution using the mediation model, the Employer agrees to provide a mutually acceptable third party to conduct mediation.

ARTICLE 11 • ARBITRATION

11.1 Purpose of Arbitrator

The arbitrator is to be governed by the following provisions:

- a) The arbitrator shall hear and determine the subject of the grievance and shall issue a decision, which is final and binding upon the parties and upon any Employee or Employer affected by it.
- b) The arbitrator shall determine their own procedure, but shall give full opportunity to all parties to present evidence and make representation.
- c) The arbitrator shall not have the power to alter or amend any provision of this Agreement.
- d) The parties and the arbitrator shall have access to the Employer's premises at a time mutually agreeable between the arbitrator and the Employer to view working conditions, machinery, or operations which may be relevant to the resolution of the grievance.
- e) The arbitrator shall have the power to modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
- f) The arbitrator shall have jurisdiction to determine whether a grievance is grievable.

11.2 Scope of Arbitration

The Employer and the Union shall not introduce into the arbitration procedure any documentation or arguments, not specific to the situation, other than those used to start or reject the grievance.

11.3 Time Line for Arbitration Notice

A representative of the Employer and a representative of the Union shall meet within ten (10) business days of notification of the intent to proceed to arbitration, for the purpose of selecting a single arbitrator.

11.4 Agreement on Arbitrator

When a single arbitrator has been agreed upon by both representatives of the Employer and the Union, the arbitrator shall be requested in writing, by the party requesting the arbitration, to set a place, time, and date for the hearing within ninety (90) calendar days of such request.

11.5 Availability of Arbitrator

Where a single arbitrator does not accept the request to arbitrate, or where they are unable to set a hearing date within the ninety (90) calendar days stipulated, the two (2) representatives shall meet within five (5) business days to select another arbitrator.

11.6 No Agreement on Arbitrator

Where the representatives are unable to agree on a single arbitrator within ten (10)

business days of meeting for that purpose, or where two (2) arbitrators have been selected but decline or were unable to set a date within the ninety (90) calendar days specified, either party shall request, in writing, to the Ontario Minister of Labour, that an arbitrator be appointed.

11.7 Cost of Arbitration

The parties shall equally and jointly bear the expenses of the arbitrator.

11.8 Clarification of Arbitrator Decision

Should parties disagree as to the meaning of the decision of the arbitrator, either party may apply within ten (10) business days to clarify the decision.

11.9 Time Limit Extensions

The time limits may be extended by mutual agreement between the Union and the Employer.

ARTICLE 12 • DISMISSAL, SUSPENSION, & DISCIPLINE

12.1 Verbal Warning and Direction

For the purpose of this clause, verbal warnings or direction shall not be interpreted as formal discipline.

12.2 Just Cause

The Employer shall not discipline or discharge an Employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer.

12.3 Progressive Discipline

The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below. The Employer recognizes that, prior to imposing disciplinary action, an Employee shall be given a reasonable opportunity to correct the situation complained of.

Failure of the Employer to conform with the provisions of this clause shall render the discipline or discharge null and void.

12.4 Discipline Procedure

Step 1A – Meeting

Prior to any discipline being imposed, the Employer, who has a complaint or who has received a complaint concerning an act, omission or failure to conform to a required standard shall notify the Employee and the Union in writing and schedule a meeting to be held within ten (10) business days of the complaint (not to coincide with vacation time or sick days) to discuss the subject matter of the complaint formally. The notice of meeting shall include a brief but clear statement of the allegations, which form the basis of the complaint, as well as the time, place, and date of the meeting, and shall inform the Employee of their right to Union representation at the meeting.

At the meeting the Employer shall outline the complaint and subsequently provide an opportunity for the Employee to respond to the allegation. A Union representative must be present in order for the meeting to occur.

If the complaint is dismissed by the Employer's Representative or designate, any record of the discipline or prospective discipline shall not be used against the Employee.

It is fully understood that the Employer's Representative may dismiss a complaint against an Employee without conducting a meeting with the Employee where the Employer's Representative determines that the complaint lacks sufficient merit.

Step 1B – Adverse Report

The Employer will provide the Employee and the Union with a copy of any written adverse report affecting the Employee within ten (10) business days following a meeting as outlined. Adverse reports will include specific detail on the standard of service expected, an explanation of how the Employee failed to meet such expectation, how the Employee's action or inaction must be altered to attain such standard, and a defined timeline to be determined by the Employer by when such standards must be met. Such date will give the Employee reasonable opportunity to correct the problems referred to in the adverse report. In subsequent grievance procedures including arbitration, the Employer will be limited to such grounds. The adverse report will remain on file for eighteen (18) months.

An Employee receiving an adverse report may respond in writing within ten (10) business days. Any response provided will become part of their personnel record and such reply will be prepared outside of normal working hours. The response may request a meeting to take place between the Employee, the Union and the Employer to discuss the adverse report.

Step 2A – Letter of Warning

If the complaint is not dismissed, or otherwise resolved, as a result of the meeting in Step 1, or where the Employee waives explicitly, or implicitly by not attending, their opportunity for such meeting, or where the same behaviour recurs while the report is still on file, the Employer, within fifteen (15) business days (not to coincide with vacation time or sick days) may issue a letter of warning. The letter of warning shall state that the disciplinary action may be imposed, in accordance with the procedures herein contained and/or, where the complaint concerns the standard of the Employee's work, if the Employee fails to bring their work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the Employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning. No act, omission, or failure to conform to a required standard shall appear in a Letter of Warning, which did not appear in the Notice of Meeting issued in Step 1.

Step 2B

An Employee receiving a written warning may respond in writing within ten (10) business days. Any response provided will become part of their personnel record and

such reply will be prepared by the Employee outside of regular working hours. The response may request a meeting to take place between the Employee, the Union and the Employer to discuss the warning.

Step 3 – Notification of Disciplinary Action

The Employer may implement disciplinary action within ten (10) business days, after issuing the letter of warning if the problem is not corrected. The ten (10) working days allowance shall not coincide with vacation or sick time. The Employer shall advise the Employee and the Union, in writing, of the disciplinary action to be taken.

Formal discipline shall only be imposed following the issuance of a written warning and only in accordance with the terms defined in such document. Employees will be notified in writing of the grounds for discipline or discharge with a copy immediately provided to the Union.

12.5 Scope of Discipline

The Employer shall not discipline an Employee for any reason other than those contained in the notice as set out in step one.

12.6 Wrongful Dismissal Rights

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing commencing at step two of the Grievance Procedure outlined in Article 9. An Employee who is reinstated as a result of the Grievance Procedure or arbitration discharge shall suffer no loss of seniority or wages unless otherwise specified in the arbitration decision.

12.7 Dismissal Resulting from Fraud or Theft or Serious Misconduct

Notwithstanding clause 12.03, in cases of discharge relating to fraud and/or theft from the Employer, or where an Employee is an immediate danger to others the Employee shall be terminated immediately. The onus of just cause is on the Employer and if the Employer cannot prove fraud or theft, the Employee shall be reinstated with full pay and benefits retroactive to the date of termination without any seniority change.

12.8 Removal of Disciplinary Records

The Employer agrees not to rely on for future discipline, letters of disciplinary action, including letter of warning from the Employees record eighteen (18) months after the said incident for which resolution occurred.

ARTICLE 13 • SENIORITY

13.1 Seniority

Seniority shall be defined as length of continuous employment from the Employee's start date with the Employer in the bargaining unit, recognized by this Agreement.

13.2 Probationary Period

New Employees shall serve a probationary period of four (4) calendar months before acquiring Seniority Rights, which shall then date back to their respective date of

starting work with the Employer. During this probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. No Employee shall be unreasonably discharged.

13.3 Seniority Lists

Seniority lists shall be supplied to the Union upon request. These lists shall be supplied to all Employees covered by this Agreement, upon request.

13.4 Seniority Rights during Absence

An Employee shall not lose seniority rights if they are absent from work due to illness, injury, lay-off, maternity, paternity, parental or leave of absence approved by the Employer, except for unpaid leave and subject to the exemptions outlined below. An Employee shall lose seniority and the Employee shall be deemed to be terminated if they:

- a) are discharged for just cause and is not reinstated through the grievance and arbitration procedures; or
- b) quit their employment; or
- c) are called back to work after a lay-off and does not report within thirty (30) calendar days after the Employer sends notice of recall by registered mail to the last address of the Employee of which notice in writing has been given by the Employer to the Employer. Where an Employee is unable to report within the time stipulated herein, the Employee shall notify the Employer as soon as possible after receiving the notice, but not later than fifteen (15) calendar days after the notice has been received of the reason for this non-attendance. Where the non-attendance is due to illness, injury, or other reasonable excuse, the Employee shall not lose seniority under this section; or
- d) is laid off for more than eighteen (18) months without being recalled.

ARTICLE 14 • PROMOTIONS & VACANCY

14.1 Definition of Vacancy

For the purpose of this Article, "Vacancy" shall be defined as any position listed under Schedule C, which becomes vacant whether through lay-off, discharge, resignation, or retirement or any full-time and permanent position created by the Employer which has yet to be hired for the first time. The filling of vacancies for Part-time, Term and Casual positions will not be subject to any provision under this Agreement.

14.2 Notice of Vacancy

In the event of a vacancy, the Employer shall take steps to inform all Employees of such vacancy in writing, which will include providing written notice to the Union. All positions must first be posted internally to all bargaining unit members for a period of five (5) business days during which time full-time permanent Employees may submit an internal application. The Employer may from time to time seek permission to waive an internal posting but shall only do so upon receiving consent of the Union in writing. Where there is no internal posting process the vacancy shall be immediately posted

externally.

14.3 Examination of Vacant Positions

In the event of a vacancy, and prior to any action under this Agreement to fill such vacancy, the Union and the Shop Steward and the Employer shall attend a meeting to discuss the job description for the vacant position. The Employer will provide the Union with two (2) business days notice of such meeting, in writing. In accordance with other provisions of this Agreement, the Union and Employer must mutually agree to amend any job description, or portion thereof. No reasonable modification of the job description as identified by the Employer shall be denied by the Union.

14.4 Hiring Committee

A hiring committee (herein for the remainder of this Article referred to as “the Committee”) will be appointed for the purposes of undertaking the hiring process for any vacancy that exists. The Committee will consist of one non-voting Union observer selected by the bargaining unit, and two (2) members appointed by the Employer, all of whom shall have the right to be active at each step in the Committee’s work. The Employer will notify the Union, in writing, of the creation of the Committee at the time that the Notice of Vacancy is announced, following which both the bargaining unit and the Employer will have five (5) business days to appoint their respective members to the Committee. An authorized Union representative may participate in the hiring committee as a non-voting member if deemed warranted by the Union or the Steward.

14.5 Hiring Process Determination

The Committee will determine the best qualifications for the vacancy, and the criteria and process to be used for evaluating applicants. These qualifications, criteria and process must be established in a fair and equitable manner, so as not to be discriminatory, and in a manner that will attract the best applicants to the position.

14.6 Job Posting

The Committee will approve a posting for a vacancy, which will contain the position title, the nature of the position, the defined responsibilities contained within the position description under Schedule A, the qualifications, required knowledge and/or education, skill, wage rate, the method for properly applying, the preferred format for applications, and the deadline by which applications must be submitted. Before being advertised externally, all vacant positions must first be posted internally and circulated via email to be made available to all bargaining unit members. The hiring committee shall meet and mutually agree to a timeline for both the internal and external postings.

14.7 Equity Hiring Statement

The posting for a vacancy must contain the following equity hiring statement:

The University of Toronto Students 'Union (UTSU) is committed to fulfilling its mission in an environment that embraces and actively works towards equity, diversity, inclusion and belonging. The UTSU seeks to be proactive in attracting candidates who are members of equity-seeking groups, including but not limited to: women, Indigenous people, people with disabilities, racialized people, and people with diverse sexual orientations or gender identities/expressions.

14.8 Internal Posting Period

The posting for a vacancy shall be first advertised internally, for a period of five (5) business days during which time Employees may submit an internal application. No outside advertising of any vacancy shall be placed until applications of the present Union members have been fully processed.

14.9 Notice to Employees on Lay-off

Employees on lay-off shall first be contacted by phone to be notified of the posting. In addition, copies of all notices shall be sent by mail or email to the Employees on lay-off and to the Union. Notice to Employees who reside outside of the GTA areas shall be sent by registered mail. Employees must keep the Employer informed of their current address. No vacancy shall be filled until Employees on lay-off have had ten (10) business days from notification of the posting to apply.

14.10 Internal Applicants

Current bargaining unit members shall be preferred candidates for all open positions within the bargaining unit or newly created positions in the bargaining unit. Should there be only one internal applicant, that applicant shall be awarded the position if they meet the required qualifications for the position. Where more than one internal applicant applies for any given position, the position shall be awarded to the applicant with the greatest seniority who meets the qualifications for the position.

14.11 Internal Transfer

Any member of the bargaining unit who is awarded an internal transfer to a vacant position shall be given a trial period of 45 business days during which time the Employee will receive any necessary training for the position. Conditional on satisfactory service during the trial period, the Employee shall be declared permanent in the new position after the trial period. In the event that the Employee proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to continue to perform the duties of the new job, they will return to their former position, wage or salary rate without loss of seniority. Any other Employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage and salary rate, without loss of seniority.

14.12 Notification of Denial of Transfer

In cases where the Employer has decided not to transfer an Internal Applicant to a vacant position, the Employer will notify the Internal Applicant and the Union in writing of such decision including an explanation of the lack of qualifications or inability to perform the tasks and responsibilities as defined for the vacancy. Such response will be provided in writing within ten business days.

14.13 Grievances for a Denial of Transfer

Should the internal candidate decide to grieve the denial of the transfer, the Employer shall have the right to proceed with the hiring process as outlined and make a conditional offer of employment to another candidate. However, if the grievance of the denial of transfer succeeds the Employer shall terminate the employment relationship with the other candidate.

14.14 External Advertising

Where no internal application has been received, the Committee will propose to the Employer the best manner in which to advertise the position to potential external applicants. The Committee will make recommendations to the Employer on how/where to advertise the job posting.

14.15 Conflict of Interest & Confidentiality

At no point in the process, can any applicant be privy to any discussion on the hiring. It is further understood that any member applying for this position that is currently on the Employer's Board of Directors must resign from their role prior to being interviewed. All discussion and deliberations shall remain confidential.

14.16 Hiring Committee

The Hiring Committee struck for the internal posting of any internal vacant position will remain to be the same Hiring Committee used for the selection of an external candidate.

14.17 Evaluation & Recommendation

The Committee will endeavour to evaluate the applicants based on the criteria established at the start of the hiring process. Based on these evaluations, the Committee will recommend the most appropriate applicant to the Employer. The schedule of hiring questions will be designed and made available to full committee for input no later than three (3) working days prior to the interview.

14.18 Non-Unanimous Recommendations

Where a unanimous recommendation from the Committee is not possible the Committee may:

- (a) Issue "majority" and "minority" recommendations, outlining the supporting rationale for two candidates
- (b) Propose to the Employer further steps to be taken to identify the most appropriate applicant, which may include re-inviting previous applicants to a subsequent interview

14.19 Hiring Decision

The final hiring decision shall be the sole purview of the Employer, who may accept or reject any recommendation made by the Committee. The Employer has the responsibility of informing the chosen candidate about the decision.

14.20 Starting Salary

The starting salary of all new Employees shall be set by the Employer and based on the base rate established for positions in the bargaining unit.

14.21 Minimum Training Period

A minimum training period of two (2) weeks shall be provided for all new Employees, to ensure proper introduction to the skills and techniques of the position as outlined by the current job description(s) including but not limited to: general office orientation an introduction to the job, a review of the Job Description in Schedule C, a review of main

documents related to the position, a review of timelines and annual cycles of the organization and the position, an introduction to policies and procedures of the UTSU, an overview of UTSU services and resources offered to students, and, depending on the position, an introduction to technology used in the position, a basic orientation to how relevant aspects of the university function, and an overview of relevant campus resources. The Employer shall either provide the training or appoint someone to provide the training.

14.22 New Hire Kit

The Employer shall provide a new hire kit to each new Employee within five (5) business days of their start date. The new hire kit shall include but is not limited to the following: a Collective Agreement, job description, details of and enrolment forms for their benefits package, a Benefit Booklet and Plan ID card, a schedule of pay periods and pay dates, a staff and executive committee contact list, protocols for calling in sick and requesting vacations and leaves, and an overview of the UTSU structure, functions, and mandate.

ARTICLE 15 • LAYROFF & RECALL

15.1 Definition

A lay-off shall be defined as a reduction in the workforce. There shall be no reduction in the workforce without a corresponding reduction in work required.

15.2 Discussion on Lay-off

If a reduction of staff members or hours is under consideration, the Employer shall call a Labour-Management meeting to discuss the proposed lay-off and to explore if other means can be found to avoid a lay-off.

15.3 Notice of Lay-off

The Employer shall notify Employees who are laid off thirty (30) calendar days before the lay-off is to become effective. Employees with three (3) years seniority or more are entitled to an additional one (1) week's notice for each year of service to a maximum of eight (8) weeks. If it is not possible to provide the Employee with this notification, the Employer shall pay to the Employee their regular straight time wage rate for any difference between the length of notice given them and the thirty (30) (or the appropriate number of weeks for Employees of three (3) years seniority or more) provided for herein. The Employee will also receive the severance package as outlined in Article 22.

15.4 Coverage of Insurance During Lay-off

In the event of a lay-off, the Employer agrees to pay full coverage of the Employee's group insurance plan for a period of twelve (12) months, except in a case in which an Employee on lay-off finds comparable benefits through alternate employment.

15.5 A Lay-off according to reverse seniority

Lay-off shall be in the order of reverse seniority.

15.6 B Recall according to seniority

Employees shall be recalled in order of seniority. No new Employees will be hired until those who are laid off have been given an opportunity of recall.

15.7 Reason for Lay-off

The Employer will meet with the Union and the affected Employee(s) to provide the reasons for and nature of the organizational change that led to the lay-off(s).

15.8 Effort to Reinstate

If an Employee who is to be terminated by the lay-off process is unwilling or unable to bump, they will be laid off and placed on the appropriate recall list for a period of no more than twelve (12) months. The Employer shall make every effort to relocate the laid off Employee into another position at their previous rate of pay with the appropriate seniority and COLA adjustments applied.

The Employee shall not receive severance pay until either they waive their right to reinstatement, their time on the recall list expires or unless it would be owed under s.56(2) of the *Employment Standards Act, 2000* counting the recall list as being a temporary lay off.

15.9 Access to Vacancies

All Employees who have been laid off shall have access to all vacancies through the internal hiring process, with all rights of regular Employees.

15.10 Right to Refuse

An Employee on lay-off who elects not to apply for a position other than the position from which they were laid off shall not be deemed to have forfeited any other right accorded to them by this Agreement.

15.11 Seniority Bumping Rights

Where a position is reduced or eliminated, the Employee in that position may bump (claim the position of) any less senior Employee, provided the senior Employee is qualified for the position. An Employee who is bumped may in turn, bump any less senior Employee in a position for which the bumping Employee is qualified. If there is no less senior Employee, an Employee who is bumped may be laid off, in accordance with this Article. Written notice must be given by the Employee within two weeks of their being informed of the layoff and at least four (4) weeks in advance of bumping date. Bumping Employees must submit written notice to the Employer stating their qualifications for the position and shall be given a training period of forty-five (45) calendar days to acquire the necessary knowledge and skills. In order for an Employee to be bumped the Employer must agree that the bumping Employee is qualified for the position in question. The onus is on the Employer to prove the Employee in question is not qualified. If the Employee finds the position unsatisfactory or is unable to meet the requirements of the position, they will be returned to the recall list with the same amount of time remaining as when they had left.

15.12 Lay-off Recall Rights

Where one or more Employees is facing lay-off and a new position(s) is established as a result of an organizational change, before being posted, the new position(s) will first be available to the Employees laid off. They shall be preferred candidates for all new positions. Where two (2) are qualified and one position exists, the Employee with the most seniority shall be awarded the position.

15.13 Rights of Employees on Lay-off

Employees who are laid off:

a) cease employment with UTSU and receive severance pay effective the date of lay-off as per the severance outlined in the contract and;

b) stay in the re-deployment pool (for Employees with more than 1 year of service) and have the opportunity for recall and to be a preferred candidate for any new positions for a period of 18 months from the date of lay-off.

ARTICLE 16 • HOURS OF WORK

16.1 Regular Work Day

The regular work day for office staff shall be eight (8) hours. Included in the eight (8) hours will be one (1) hour for lunch and two (2) fifteen (15) minute breaks.

16.2 Work Week

The work week shall be Monday to Friday from 9AM to 5PM.

ARTICLE 17 • OVERTIME

17.1 Definition of Overtime

All authorized time worked beyond the normal work day, the normal work week, or on a holiday shall be considered as overtime.

17.2 Overtime Rate

Overtime rate shall be time and one-half for hours worked past the regular work day (eight (8) hours a day with one (1) hour for lunch), or any hours worked on a non-working day.

17.3 Pay out of Overtime

Although overtime shall normally be claimed as time off, the Employer may determine whether the Employee will be paid overtime, or time off in lieu of overtime. Accrued overtime in excess of fifteen (15) hours shall be automatically paid out to the Employee at least once per year. Overtime can be carried over from year to year. Any Employee may request to be paid out the entire amount of owed overtime.

17.4 Time Off in Lieu of Pay

Wherever possible, an Employee will take time off in lieu of overtime pay. Such time off will be scheduled by mutual consent between the Employer's Representative and the Employee.

17.5 Overtime pay on final cheque

Upon cessation of employment, any overtime in an Employee's overtime bank will be paid out on the Employee's final pay cheque.

17.6 Fairness in Overtime Distribution

Overtime shall be offered evenly among the Employees who are willing and qualified to perform the work that is available unless the work is defined under a particular job description.

17.7 Overtime is Voluntary

Overtime work shall be on a voluntary basis.

17.8 Authorization

Overtime hours shall be authorized in advance by the Employer's Representative. Employees shall request overtime authorization via email to the Employer's Representative. The Employee will include in the subject of the request "Overtime Authorization Request", explaining the reason for requesting overtime. Where overtime occurs that was unforeseen and authorization cannot be obtained in advance or where the Employee has not received a response, the Employee will provide written documentation via email within one (1) working day stating the hours worked and details for overtime, for authorization of overtime hours.

ARTICLE 18 • HOLIDAYS

18.1 Paid Holidays

An Employee who does not work on any of the following paid holidays shall receive their regular rate of pay for the day provided they are eligible to receive holiday pay under this section: Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, December Break including December 25 and 26, and December 31 and January 1 and any other day that is deemed a statutory holiday. Should the University make a proclamation that it will close on a particular day and the Employer make a decision to keep its offices open, the Employer's Representative will consult with the Shop Steward to ensure health and safety precautions are addressed and the Employer will provide a rationale as to why the office will remain open while the University is closed. The Employer shall provide the Employees with ten (10) consecutive work days off during the December Break period as paid holidays.

18.2 Additional Paid Holidays

A paid holiday will also include any day(s) designated by the municipal, provincial or federal government.

18.3 Subsequent Holidays Determined by Employer

Additional holidays shall be at the Employer's discretion.

18.4 Saturday or Sunday Holidays

Unless otherwise agreed, in the event that a holiday occurs on a Saturday or Sunday, the Monday following shall be considered the holiday.

18.5 Paid Holidays During Vacation

If a paid holiday falls within the period of an Employee's vacation, then the Employee shall receive an additional day of vacation.

18.6 Religious Accommodation

The Employer recognizes that an Employee may, for religious reasons, wish to observe holidays other than those listed in section 18. In such cases, and subject to advance written notice, the Employee shall be entitled to observe such alternative holidays with pay to a maximum of three (3) days in any one year. Should there be additional days of observance, the Employee can use sick days, overtime or vacation days at the Employee's discretion for this purpose.

ARTICLE 19 • VACATION

19.1 Vacation Allowance

Full-time Employees shall be entitled to an annual vacation with pay immediately upon hiring, on the following basis:

- a) in the first year of employment, two (2) weeks;
- b) in the second and third years of employment, three (3) weeks;
- c) in the fourth and fifth years of employment, four (4) weeks;
- d) in the sixth and subsequent years of employment, five (5) weeks.

An Employee shall give the Employer's Representative two (2) weeks' notice of their intent to take vacation using an HR management system or email, as directed by the Employer's Representative. The Employer shall send approval or denial of the Employee's vacation request within five (5) business days. No reasonable request will be denied. The Employer may use its HR management system or email to consult with Employees of higher seniority before sending approval or denial, should they deem necessary. In the case of last minute emergency requests the Employee shall make every attempt to contact the Employer's Representative in person or by phone to obtain authorization. No reasonable request shall be denied.

19.2 Granting of Vacation

All vacation shall first be granted on the basis of seniority among the Employees. Those Employees with children will not be unreasonably denied vacation time that

coincides with their children's school breaks. The Employer's Representative and Employees shall co-ordinate the vacation schedule.

19.2A Advanced Notice Vacation Period

The Advanced Vacation Notice period is defined as specific weeks or days during which vacation requests, personal leave, or other absences are not considered without advanced notice of the request no later than fifteen (15) business days before the absence will begin. The Advanced Vacation Notice Period will apply only to the last two (2) weeks of August of any given year.

19.3 Vacation Roll Over

An Employee who does not take all their vacation time before the end of the year of entitlement shall be allowed to carry forward a maximum of three (3) weeks into the subsequent year. There is no cash value for vacation days, except as it relates to 19.04 and 23.02.

19.4 Unbroken Vacation Entitlement

An Employee shall be entitled to receive all of their vacation in consecutive weeks.

19.5 Illness During Vacation

During vacation, if an Employee becomes ill or is injured, the period of vacation lost shall be added to the Employee's vacation period or shall be taken at some other time at the discretion of the Employee. Sick days can be used for an illness during vacation. The Employee must notify the Employer's Representative of the change in days used upon return from vacation. Medical proof must be provided to account for the severity of illness, if requested by the Employer. The Employer shall reimburse the Employee for all expenses incurred relating to the issuance of the said certificate.

ARTICLE 20 • SICK LEAVE

For the purpose of this Article, sick bank year shall be defined as the calendar year and prorated for new Employees during their first year of employment.

20.1 Record of Sick Leave

The Employer shall keep sick leave records, which may be inspected by the Union after reasonable notice and at reasonable intervals. An Employee shall notify the Employer's Representative if they will be unable to report for work as scheduled within two (2) hours of their normal starting time on the day on which the illness occurs unless prevented from doing so due to circumstances beyond their control in which case notification shall be given as soon as possible.

20.2 Definition of Sick Leave

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, or under quarantine, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act, 1997.

20.3 Sick Leave Accrual

- a) Upon commencement of employment with the Employer, an Employee shall be credited with their year's sick leave accrual. Each Employee shall receive fourteen (14) sick days annually.

- b) At the end of each calendar year, fifty percent (50%) of the Employee's unused sick leave credits shall be carried forward for one calendar year only. Sick leave credits have no cash value.

- c) Employees shall be entitled to an additional forty eight (48) hours per year of paid time off for medical appointments themselves or their dependents.

- d) If an Employee exhausts their twelve (12) sick days in one calendar year, and all sick days carried forward from the previous year, they may request from the Employer's Representative the use of vacation days or time in lieu for further illnesses. No reasonable request shall be denied.

- e) An Employee who misses less than three (3) hours of a work day due to illness shall be allowed to make up the hours within the same pay period.

20.4 Proof of Illness

An Employee shall, upon the request of the Employer's Representative, produce a note from a qualified medical practitioner for absence from work due to illness exceeding three (3) consecutive days, certifying that such Employee is unable to carry out their duties due to illness.

The Employer shall reimburse the Employee for all expenses incurred relating to the issuance of the said certificate.

20.5 Sick Leave Credits During Absence

When an Employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off pending the Employee's return in the same calendar year.

20.6 Sick Leave Without Pay

Up to six (6) calendar months of sick leave without pay shall be granted to an Employee who is unable to return to work at the termination of the period for which sick leave with pay is granted.

20.7 Retirement Benefits

Retirement benefits shall be defined as benefits provided to a long-time Employee. An Employee shall be entitled to retirement benefits provided that they have either:

- a) reached their 65th birthday with a minimum of 5 years service; or
- b) meets the 80, 70 or 60 factor in combined age and years of service.

Under a) reached their 65th birthday with a minimum of 5 years of service, the Employee is entitled to paid health and dental benefits indefinitely above and beyond what the government covers.

Under b) for the 80 factor in combined age and years of service, the Employee is entitled to paid health and dental benefits indefinitely above and beyond what is provided by the government once they have reached the age of 65.

Under b) for the 70 factor in combined age and years of service, the Employee is entitled to 5 years of paid health and dental benefits and an option to pay into the plan at a reduced fee to continue benefits indefinitely where no other benefits are provided to the Employee by an alternative Employer and up to \$500 for retraining and taking courses of interest.

Under b) for the 60 factor in combined age and years of service, the Employee is entitled to 2 years of paid health and dental benefits where no other benefits are provided to the Employee by an alternative Employer and up to \$1000 for retraining and taking courses of interest. Any benefit already awarded under this Article shall be upheld and continued if this Article is removed in future negotiations.

20.8 Personal Days

Employees will be granted, upon three (3) business days notice being provided, up to fourteen (14) personal days per year. Personal days are paid as time worked and have no cash value and cannot be carried forward from year to year. Employees have the right to use Personal Days at any time of the year, including summer. A maximum of five (5) personal days can be taken consecutively.

20.9 Health and Dental Group Plan

The Employer shall pay one hundred percent (100%) of the cost of group benefits for all full-time Employees including costs for: accidental death and dismemberment insurance, extended health care and dental care, and emergency out-of-country coverage. The Employer shall pay one hundred percent (100%) of the cost of extended health and dental care benefits including emergency out of country coverage for eligible dependents. No change in plan design or reduced coverage shall occur except by mutual agreement between the Union and the Employer. Group life insurance premiums short and long-term disability premiums will be paid by the Employee.

20.10 Time limit for Employer Coverage of Benefits

In the case of absence due to illness, the Employer contribution will be paid, subject to 20.01 for a maximum of twelve (12) months from commencement of illness. Thereafter, the Employee may pay the full premiums through the Employer if they so desire.

20.11 Coverage of Provincial Health Premium

The Employer shall pay one hundred percent (100%) of the premium required under the provincial health plan.

20.12 Coverage For Occupational Accident

An Employee prevented from performing their regular work with the Employer on

account of an occupational accident recognized by the WSIB shall receive from the Employer the difference between the amount paid by the Worker's Compensation Board and their regular salary as long as in the employ of the Employer and providing that such payments are in accordance with the regulations of the WSIB.

20.13 Coverage of Privatization in Health Services

If the premium paid by the Employer for any Employee benefit is reduced as a result of any legislative or other action, the amount of the savings shall be used to increase other benefits available to the Employees, as may be mutually agreed upon between the parties.

20.14 Eye Coverage

The Employer will cover annual optometric eye-exam costs not covered by provincial or group insurance plans. The Employer agrees to pay an additional amount of up to \$150 to an Employee or an Employee's dependent who is enrolled in the staff benefits plan for eyewear every two (2) years.

20.15 Wellness Allowance

Upon successful completion of the Probationary Period, Employees are entitled to reimbursement of up to \$500 per annum for membership in a gym or fitness club, fitness services and equipment, health products and services, green living, safety initiatives, professional and financial services, as well as paramedical expenses including but not limited to chiropractors, naturopaths, osteopaths, massage therapists, mental health, and acupuncturists.

ARTICLE 21 • LEAVE OF ABSENCE

21.1 Requests for Leave

All requests for leave shall be made in writing to the Employer's Representative, indicating the time(s) and date(s) being requested. No seniority will be accumulated for any unpaid leave of absence; this does not apply to pregnancy/parental leave, short term disability or WSIB leave.

21.2 Leave for Arbitration Board

Upon written request at least ten (10) business days in advance, Employees nominated to serve on an arbitration board or as an arbitrator shall be entitled to leave without pay on the days when the board is required to meet, to a maximum of three (3) days per Employee per year.

21.3 Leave Without Pay for Union Convention or Education

Upon written request to the Employer's Representative at least five (5) working days in advance, leave without pay shall be granted to Employees chosen to represent the Union at any authorized Labour Convention or educational seminar. Such leave is to be confined to the actual duration of the Convention or educational seminar and the necessary traveling time. Such leave shall not exceed a total of ten (10) days in the bargaining unit. Leave of absence without pay in excess of ten (10) days notice shall be granted upon written request.

21.4 Leave Without Pay for Union Position

Upon written request to the Employer's Representative at least four (4) weeks in advance, an Employee who is elected to a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted a leave of absence without pay for a period of up to two (2) years. Such leave shall be renewed once for a further period of up to two (2) years upon written request at least two (2) months in advance. An Employee granted such a leave of absence must give the Employer's Representative two (2) months written notice of intention to return.

21.5 Leave for Legal Reasons

The Employer's Representative shall grant leave of absence to an Employee who serves as a juror or is subpoenaed as a witness in any court. The Employer shall pay such Employee the difference between their normal earnings and benefits and the payment they receive for jury service or court witness, excluding payment for traveling, meals, and other expenses. The Employee will present proof of service of required attendance and the amount of the pay received.

21.6 Bereavement Leave

An Employee shall be granted, upon request, up to fifteen (15) regularly scheduled days leave with pay in the case of the death of a parent, spouse, partner, sibling, child, parent of a spouse, grandchild, or grandparent, and up to ten (10) regularly scheduled days leave for the death of a close friend or other relative. Where burial takes place more than five hundred (500) kilometers from the place of residence of the Employee, an additional two (2) days leave with pay shall be added to such bereavement leave. In exceptional circumstances, additional leave shall not be unreasonably withheld. If the Employee requests more time off due to a death in the family, the Employer shall grant up to ten (10) additional vacation, sick or personal days or days without pay. No requests shall be denied and no benefits shall be lost or seniority during this period.

21.7 Leave for Immediate Family Member Illness

In case of illness of a member of the immediate family of an Employee, the Employee shall be entitled to three (3) paid emergency leave days per year. These emergency days are non-cumulative and unused days may not be cashed out. For the purpose of this section, a member of the immediate family shall be one of the following: parent, spouse, common law spouse, sibling, child, parent-in-law, and grandparent. The Employer shall also give fair consideration to a request for sick leave in case of illness of a person other than members of the Employee's immediate family having regard to the circumstances to each particular case and in the sole discretion of the Employer.

21.8 Sick Day Usage For Immediate Family

Where no one other than the Employee can reasonably provide for the needs of an immediate family member of their family, the Employee shall be entitled to use their sick days.

21.9 Pregnancy Leave

A pregnant Employee who wishes to continue working during the period of

pregnancy shall not be denied that right.

a) Eligibility

To be eligible for pregnancy leave, an Employee must have commenced employment at thirteen (13) weeks before the Employee's expected due date. A certificate from a legally qualified medical practitioner stating the due date may be required.

b) Duration

Eligible Employees (birth mothers) are entitled to take pregnancy leave of up to seventeen (17) weeks in duration, and parental leave of up to thirty-five (35) weeks in duration. Parental leave must be taken immediately following completion of Pregnancy Leave.

c) Commencement

Eligible Employees may begin pregnancy leave no earlier than the earlier of: (i) the day that is seventeen (17) weeks before the Employee's due date; or (ii) the day on which the Employee gives birth.

d) Notice

Employees are required to provide written notice of their intention to begin pregnancy leave at least eight (8) weeks before the day the leave is to begin. The original notice may be changed by providing the Employer's Representative with at least two (2) weeks notice in writing as to the earlier commencement date.

In the event that an Employee must stop working and begin pregnancy leave before the Employee's chosen commencement date as a result of a complication in the Employee's pregnancy, or because birth, still-birth or miscarriage has occurred earlier than the due date, the notice provisions outlined above do not apply. However, the Employee must, within two (2) weeks of stopping work, provide the Employer's Representative with written confirmation of the day the pregnancy leave began. The Employer reserves the right to request a certificate from a legally qualified medical practitioner stating, in the event the Employee stops working because of a complication caused by the pregnancy, that the Employee is unable to perform the duties of their position because of the complication and stating the Employee's due date, or the actual date of the birth, still- birth or miscarriage.

e) Seniority

Employees continue to accumulate seniority during the entire period of Pregnancy Leave.

f) Return

All Employees taking pregnancy leave must provide written notice of the Employee's expected return date, or of any changes to the Employee's previously agreed upon return date, at least eight (8) weeks in advance of such date.

g) Resignation

Employees taking pregnancy leave shall not resign their employment before the leave expires, or when it expires, without providing the Employer's Representative with at

least eight (8) weeks 'written notice of resignation.

h) Wages

In respect to the period of pregnancy leave, eligible Employees who have been employed with the Employer for at least one (1) year before commencing leave, and who have completed at least one (1) full year of employment since the conclusion of their last pregnancy or parental leave, will be entitled to top-up payments as follows:

(i) For the first two (2) weeks of pregnancy leave, payments equivalent to ninety-five percent (95%) of their regular weekly wage and

(ii) For up to fifteen (15) additional weeks of pregnancy leave during which they are eligible to receive Employment Insurance benefits, payments equivalent to the difference between the Employment Insurance benefits the Employee is eligible to receive and ninety-five percent (95%) of their regular weekly wage.

i) Group Plan Benefits

To the extent permitted by the terms and conditions of the applicable group insurance plan, all group insurance benefits premiums normally paid for by the Employer will continue to be paid while the Employee is on pregnancy leave. However, Employees are still required to pay any premiums or contributions normally made through payroll deduction.

21.10 Parental Leave

If Pregnancy Leave has been taken as per Article 21.9, Parental Leave must be taken immediately following the completion of Pregnancy Leave.

a) Eligibility

To be eligible for parental leave an Employee must have been employed for at least thirteen (13) weeks and be the parent, foster parent or adoptive parent of a child.

Duration

If no Pregnancy Leave has been taken, Employees are entitled to an unpaid parental leave of up to sixty three (63) weeks following the birth of the child or the coming of the child into the Employee's custody, care and control for the first time.

If Pregnancy Leave has been taken, Employees are eligible for parental leave of up to sixty one (61) weeks which must begin when their pregnancy leave ends, unless the child has not yet come into their custody, care and control for the first time.

b) Commencement

Eligible Employees may begin parental leave no later than seventy eight (78) weeks after the day the child is born or comes into an Employee's custody, care and control for the first time. If Pregnancy Leave has been taken, Parental Leave must be taken immediately following the completion of Pregnancy Leave.

c) Notice

Employees are required to provide written notice of their intention to begin parental leave at least eight (8) weeks before the day the leave is to begin. The original notice

may be changed by providing the Employer's Representative with at least two (2) weeks notice in writing as to the earlier commencement date.

If an Employee is required to stop working and begin parental leave earlier than expected because a child has come into the Employee's custody, care and control for the first time earlier than expected, the Employee's parental leave begins on the day the Employee stop working. The Employee must, within two (2) weeks of stopping work, provide the Employer's Representative with written confirmation that the Employee is taking parental leave and the date on which that leave began.

d) Seniority

Employees continue to accumulate seniority during the entire period of Parental Leave.

e) Return

All Employees taking parental leave must provide written notice of the Employee's expected return date, or of any changes to the Employee's previously agreed upon return date, at least eight (8) weeks in advance of such date.

f) Resignation

Employees taking parental leave, shall not resign their employment before the leave expires, or when it expires, without providing the Employer's Representative with at least eight (8) weeks 'written notice of resignation.

g) Wages

In respect of parental leave, eligible Employees who have been employed with the Employer for at least one (1) year before commencing leave, and who have completed at least one (1) full year of employment since the conclusion of their last pregnancy or parental leave, will be entitled to top-up payments as follows:

1. For the first two (2) weeks of parental leave, payments equivalent to ninety-five percent (95%) of their regular weekly wage, provided that the Employee has not taken Pregnancy Leave; and
2. For up to fifteen (15) additional weeks of pregnancy leave during which they are eligible to receive Employment Insurance benefits, payments equivalent to the difference between the Employment Insurance benefits the Employee is eligible to receive and eighty percent (80%) of their regular weekly wage.

i) Group Plan Benefits

To the extent permitted by the terms and conditions of the applicable group insurance plan, all group insurance benefits premiums normally paid for by the Employer will continue to be paid while the Employee is on parental leave. However, Employees are still required to pay any premiums or contributions normally made through payroll deduction.

21.11 Request for General Unpaid Leave

An Employee who has been employed with the Employer for at least eighteen (18) months may take a leave of absence without pay for a period of up to one (1) year

for adequate reason. Upon discussion with the Employer, an extension beyond one year may be permitted.

To access the Unpaid Leave, the Employee must send a written request to the Employer's Representative no less than three (3) weeks before the date of leave to inform the Employer that they wish to take leave under the terms specified in the Article. The request must include the proposed date of the leave, the proposed date of return to employment, and the reasons for the leave. The Employee must provide notice in writing to the Employer no later than two (2) calendar weeks prior to the resumption of duties to confirm the agreed-upon return to duties. Seniority shall not accrue during the Leave, but the Employee shall return to duty in the same position, and with the same benefits and seniority accrued at the time of commencement of the General Unpaid Leave. If the Employee fails to provide the Employer notification two (2) weeks prior to the planned date of resumption of duties, and/or fails to return to the workplace on the agreed upon date, the Employer shall consider the Employee dismissed. The Employer shall not unreasonably withhold permission for such a leave.

21.12 Leave For Elections

Employees shall be allowed three (3) consecutive hours free from work during the period which polls are open on any voting day, including advance polls, in any federal, provincial or municipal election or referendum without loss of wages or benefits.

21.13 Right of Return to Former Position

Employees returning from leave pursuant to this Article shall be returned to their former position, unless their former position no longer exists in which case they shall have the right to bump in accordance with Article 14. Employees shall be returned at their prevailing rate of pay and with all rights and privileges and benefits as outlined in the current in the Collective Agreement. If no comparable position exists into which the Employee can bump, the Employee shall receive a severance package.

21.14 Personal Leave of Absence With Pay

Employees shall be allowed leave of absence with pay and without loss of seniority for the following reasons:

a) Serious fire or flood of one's household	up to five (5) days
b) Employee's marriage	up to three (3) days
c) Marriage of child/sibling	two (2) days
d) Leave for court appearance	one (1) day
e) Legal separation/divorce	two (2) days
f) Post-secondary graduation of child/parent/sibling/spouse	one (1) day
g) Moving one's household	two (2) days
h) Canadian citizenship leave	one (1) day

i) High school graduation of child/parents/sibling/spouse	one (1) day
---	-------------

The Employee shall give advance notice as soon as possible for such days.

21.15 Penitentiary Leave

If an Employee is incarcerated as a result of taking actions as directed by the Employer, the Employer agrees to grant a paid leave of absence without loss of seniority or benefits for the duration of the incarceration. The Employer shall pay all fines levied on Employees by criminal courts as a result of such actions taken by the Employee.

21.16 Quarantine

An Employee who must submit to compulsory quarantine shall be entitled to twenty-one (21) paid leave of absence days. Medical proof must be provided by the Employee upon return.

21.17 Union Release Time

The Employer agrees to make available a reasonable amount of release time for bargaining unit union activities including the handling of grievances, arbitration hearings, committee meetings and union meetings and for the renegotiation of this Agreement.

These meetings shall normally be scheduled during the working office hours as outlined by the Agreement. Time beyond the regular work week will not be considered as overtime but will be calculated as regular time.

21.18 Union Meetings, Conventions and Duties of Elected Executive Officers

- a) Upon written request at least five (5) working days in advance, leave with pay shall be granted to Employees attending the CUPE 1281 Steward’s Councils or Annual Convention.

- b) Upon written request at least five (5) working days in advance, leave without pay shall be granted to Employees chosen to represent the Union at any authorized Labour Convention, educational seminar or Union-related function. Such leave is to be confined to the actual duration of the Convention, educational seminar or Union function and the necessary travelling time. Such leave shall not exceed a total of ten (10) working days in the bargaining unit. Leave of absence without pay in excess of the ten (10) working days noted above shall be granted written request.

- c) The Employer acknowledges that Employees serving as Executive Officers of CUPE 1281 may have regular duties to perform on behalf of the Union. Permission for temporary absence without loss of pay to attend to Union duties, up to a maximum of twelve (12) working days during their year of tenure as an Executive Office of CUPE 1281, shall not be unreasonably withheld by the Employer.

ARTICLE 22 • PAYMENT OF WAGES & ALLOWANCES

22.1 Payment of Salary

The Employer shall pay salaries and wages once every two (2) weeks in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each Employee shall be provided with an itemized statement of their wages and deductions. Employees shall normally receive their pay by direct deposit before noon on the regular designated bi-weekly payday.

22.2 Pay Equity

Where an Employee has the necessary qualifications and has proven their ability to handle the work, there shall be no discrimination between genders in the matter of appointment and salaries for any position.

22.3 Payment of Salary During Vacation

Employees may, upon giving at least five (5) days notice, receive on the last office day preceding commencement of their annual vacation, any cheque which may fall due during the period of their vacation.

22.4 Mileage Payment

Mileage rates paid to Employees using their own automobiles for the Employer's business, upon approval of the Employer, shall be the current annual automobile allowance rate as set by the Canada Revenue Agency. The Employer shall pay the difference in automobile insurance premiums for the Employee who is required by the Employer to use their own automobile for employment purposes.

22.5 Means of Transportation

The Employer does not require Employees to own a car or hold a valid driver's license as a condition of employment. When transportation is required, the Employee may, with the approval of the Employer, elect to use their own car at the approved mileage rate. If they elect not to use their own car, or does not own a car, the Employer will, if necessary, provide transportation or reimbursement to the occasion.

On days where Employees begin their workday before 7:30 a.m., Employees shall receive either parking or public transportation reimbursement.

22.6 Car Rental

In the event that the Employer requires an employee to rent a vehicle for work-related purposes, the Employer shall offer an Employee the use of an AutoShare, Zipcar, or other car rental should the Employee choose to drive. All rentals and bookings must be authorized by the Employer's Representative.

22.7 Food Allowance

Employees who work overtime past 7:00 pm (in the office or to attend meetings/workshops/seminars) shall receive a reimbursable food allowance of up to ten (10) dollars if food is not already supplied, and shall be allowed reimbursable taxi

service to and from their home after 8:00 pm or parking reimbursement. On days where Employees begin their work day before 7:30 a.m., Employees shall receive a parking reimbursement.

22.8 Mobile Phone

Employees who are required by The Employer to use their mobile devices to carry out work-related duties, as directed by the Employer's Representative, shall be compensated with a mobile phone allowance from amongst the following options:

- a) \$50 per month, if regular mobile phone use is required of the Employee, or
- b) with the submission of a phone bill, the cost of the calls made and messages sent, or
- c) a portion of the cost of the data plan depending on usage required for work

The most applicable option shall be determined in consultation with the Employer's Representative, who shall take into account the frequency and type of calls required as well as the stated preferences of the Employee.

22.9 Professional Development

The Employer shall encourage Employees to take mutually beneficial courses and to attend seminars and workshops. The Employer shall meet with each Employee on an annual basis, as requested, to discuss professional development opportunities based on the position and the goals of the individual and the organization. The Employee shall request permission to attend such a course, seminar or workshop per Schedule D at least two (2) weeks prior to the start date of the course, workshop or seminar. The Employer shall provide a written response to an Employee's request within five (5) business days, either approving or denying, and may, in its sole and absolute discretion, approve the Employee's attendance in the course, seminar or workshop. Provided the course, seminar or workshop is mutually beneficial and does not interfere unduly with the performance of the Employee's duties, the Employer will not exercise its discretion unreasonably. If a request is denied, the Employer shall provide a written explanation to the Employee.

The Employer will provide the Employee with the time off to take the approved course, seminar or workshop with no loss of wages to the Employee.

The Employer will reimburse the Employee up to a maximum of \$1200 per year or \$300 per course, seminar or workshop for tuition fees expended on approved courses, seminars or workshops. To be eligible for reimbursement the Employee must obtain a passing grade in the course, seminar or workshop. See Schedule D.

22.10 RRSP Contributions

After six (6) months of continuous service, the Employee is entitled to an unmatched RRSP contribution from the Employer. The Employer will contribute 5% to each Employee's salary and the amount will be paid out on a quarterly basis. After ten (10) years of consecutive service the Employer will contribute 6% unmatched towards an RRSP. After fifteen (15) years of continuous service the Employer will contribute 7% towards an RRSP with the understanding that there is no additional seniority increase. At the end of February of each year must provide proof to the Employer that the

money awarded as RRSP has been put into an RRSP account/program of their choosing. Upon the termination or resignation, all interest and principal monies contributed by the Employer and Employee will be transferred in full to the Employee.

22.11 Childcare Reimbursement

Any Employee with children who works overtime and as a result requires extended childcare shall receive a childcare reimbursement equivalent to the time period worked and time travel involved in relieving the childcare worker. This fee shall be up to \$11.00 per hour and shall not exceed \$33.00 on any given day. The Employer's Representative must be informed of the overtime to be worked in advance so that the Employer and Employee can mutually agree whether the overtime is necessary.

22.12 Attendance at Meetings/Conferences

If an Employee attends, upon the approval of the Employer's Representative, a work-related meeting, conference, or seminar, the Employer will assume all costs associated with said meeting, conference or seminar, including travel and hotel accommodations. If an Employee travels to a work-related meeting, conference or seminar for part of a day or overnight, the Employer will reimburse incidental costs to a maximum of \$50 per day.

22.13 Voluntary Separation

When an Employee and the Employer mutually agree to end the employment contract prior to a retirement date in return for a financial payment by the Employer to the Employee. A separation payment negotiated by the Union and the Employer may include, but is not restricted to: monetary payment, medical and RSP benefit arrangements. Monetary payment shall not be less than 1 month salary for each year of service at the current salary rate of the Employee. The Employer and the Employee each have the discretion to refuse to agree to any particular voluntary separation agreement. The Union shall be entitled to receive all documents and to be present at any discussions and meetings between the Employee and the Employer with respect to voluntary separation. Any voluntary separation agreement made shall have no precedent.

ARTICLE 23 • END OF EMPLOYMENT AND SEVERANCE PAY

23.1 Severance Pay out

If, as a result of the Employer ceasing all or part of the operations, or if by reason of any changes in operating methods the Employer is unable to provide work for a displaced Employee at the same regular rate of pay in a comparable class of work, the Employee shall be given thirty (30) calendar days notice and severance pay on the basis of the schedule as presented below, or the notice time and amount of severance pay provided for in the Employment Standards Act, whichever is higher. If the Employee has not had the opportunity to work thirty (30) full days after notice of lay-off, they shall be paid that part of the thirty (30) full days in which work was not available.

Years of service	Total Severance
0	2 weeks
1	4 weeks
2	5 weeks
3	7 weeks
4	8 weeks
5	10 weeks
6	11 weeks
7	12 weeks
8	13 weeks
9	14 weeks
10	15 weeks
11	16 weeks
12	17 weeks
13	19 weeks
14	21 weeks
15	23 weeks
16	25 weeks
17	27 weeks
18	29 weeks
19	31 weeks
20	33 weeks
21 +	34 weeks

23.2 Notice of Resignation Requirement

An Employee shall give two (2) weeks written notice of resignation.

23.3 Transition Package

Employees ending their Employment will ensure a transition package is prepared containing all relevant passwords, outstanding and pressing matters and an overview of the position's main duties. This Transition Package is to be presented to the Employer's Representative two weeks prior to the Employee's end date.

23.4 Overtime Pay

As per Article 17.04, any unused overtime in an Employee's overtime bank will be paid out on the Employee's final pay cheque.

23.5 Unused Vacation Payout Upon Termination

At the time of termination or resignation, an Employee will be entitled to be paid for the pro-rated portion of their unused vacation entitlement for the current calendar year, and to all unused vacation entitlement carried forward from previous years.

ARTICLE 24 • JOB DESCRIPTIONS

24.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. The description shall be presented to the Union and shall be discussed with the Union before they are finalized by the Employer. The Employer shall give the Union ten (10) Business Days notice prior to adopting any new or revised job description. Once the job description has been adopted or amended, the Employer agrees to attach said job descriptions to the Collection Agreement, for informational purposes. Job descriptions shall not be changed, nor shall new regular duties beyond those specified be added to an Employee's job without the agreement of the Union.

ARTICLE 25 • HEALTH & SAFETY

25.1 Health and Safety in Workplace

The Employer shall make all reasonable provision for the safety and health of Employees during working hours, and the Union may from time to time bring to the attention of the Employer any suggestions in this regard, and also any other suggested improvements regarding conditions of work.

25.2 Work Hours During Refurbishing

No Employee shall be required to work in the event of painting or refurbishing the facility that is creating an unpleasant work environment without approved air purifying equipment installed and appropriate ventilation.

25.3 Emergency/First Aid Training

The Employer will make available to a sufficient number of Employees the opportunity to attend a properly accredited Emergency/First Aid Course. Time spent attending this course will be considered time worked and the Employer will assume all costs, if any, of this course. After approval from the Employer's Representative, Employees can take first aid training at the Employer's expense. Time spent attending the training will be considered time worked.

25.4 Early Departure Due to Weather

The Employer agrees to permit Employees to depart for home within one hour of a severe winter or rainstorm warning as announced in the mainstream media, ensuring that Employees have adequate time to arrive home safely before the storm.

25.5 Snow Day

Where the University of Toronto declares a Snow Day, no Employee shall be required to work from the office. Where an Employee's child's/children's school(s) declare(s) a Snow Day, that Employee shall not be required to work from the office.

ARTICLE 26 • TECHNOLOGICAL & OTHER CHANGES

26.1 Introduction of New Technology

At least one (1) month before the introduction of any technological change or new methods of operation which affect the rights of Employees, conditions of employment, wage rates or work loads, the Employer will notify the Union of the proposed change in order that the Union may make appropriate representation to the Employer on the matter if it so wishes.

26.2 New Computer Systems or Software

In the event that the Employer should introduce new computer systems and software packages which require new or greater skills than are possessed by Employees under the present methods of operation, such Employees shall, at the expense of the Employer, be given a minimum period, not to exceed ninety (90) working days, during which they may perfect or acquire the skills necessitated by the Employer. There shall be no change in wage or salary rates during the training period of any such Employee and no reduction in pay upon being reclassified in the new position.

26.3 Training for Computer Technology

The Employer will ensure that there shall be training sessions, as needed, with regards to necessary computer skills and equipment.

26.4 New Services or Programs

In the event that the Employer should introduce a new service or program that impacts one or more Employee's workloads, the Employer shall meet with the Employee(s) affected before implementation to discuss the impact on workload.

26.5 Mandatory Training for Employer and Employees

Within three (3) months of a new Executive's term, the Employer shall provide training on the topic of cultural sensitivity, including but not limited to anti-racism. This training shall be provided to all representatives of the Employer, all bargaining unit members, and all members of the Executive.

26.6 Workload Review

Should an Employee have concerns that their workload is unreasonable, the Employee shall raise this matter with their supervisor without undue delay. The Employer shall develop a workplan to address the workload issue and present it to the Employee. In the event that the Employer had assigned to the Employee any additional duties, those duties shall be the first to be removed from the Employees' purview.

ARTICLE 27 • PRESENT CONDITIONS & BENEFITS

27.01 Continuance of Working Conditions and Benefits

All rights, benefits, privileges and working conditions which Employees now enjoy, or possess as Employees shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 28 • COPIES OF AGREEMENT

28.01 Providing Copies of Agreement

The Union and the Employer agree that Employees have the right to be familiar with the provisions of this Agreement and their duties under it. For this reason the Employer shall print sufficient copies of the Agreement in a union shop within thirty (30) calendar days of signing.

ARTICLE 29 • DURATION OF AGREEMENT

29.1 Duration and Extension

This Agreement shall continue in force and effect from 31 January, 2025 to January 30, 2028. Failing Agreement by January 30, 2028 on a new or amended Agreement, this Agreement and all its terms will continue in force until a new Agreement is executed, or the right to strike or lockout accrues whichever comes first.

29.2 Invitation to Bargain

Either party to this Agreement may, not more than ninety (90) business days and not less than ten (10) business days prior to January 31, 2028 present to the other party in writing proposed terms of a new Agreement or further Agreement and/or amendments to this Agreement, and a conference shall be held within twenty (20) business days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Subsequent meetings shall normally be held within ten (10) business days of the previous meeting. If, pursuant to such negotiations, an agreement is not reached on the amendments of this Agreement prior to the current expiry date, this Agreement will continue in force and effect until a new Agreement is signed between the parties or until conciliation proceedings as provided in the Ontario Labour Relations Act have been completed, whichever date should first occur.


29.3 Retroactive Application


IN WITNESS WHEREOF the parties hereto have cause this Agreement to be signed by their duly authorized representatives.


Dated at the City of Toronto, Province of Ontario


This _____ day of _____ 2025.

For the Union



Heather Murray (2025-08-13 13:29:11 EDT)



Ferris Ricci (2025-08-13 15:51:24 EDT)


Marco Hernandez-Henriquez (2025-08-13 15:46:27 EDT)


Sabrina Saraghi (2025-08-13 14:25:30 EDT)

For the Employer


Ankit Sharma (2025-08-14 09:22:30 EDT)


Melani Vucekic (2025-08-13 19:21:41 GMT+2)

tt/COPE491

SCHEDULE A - WAGES

The base wage for all new positions or the filling of vacancies shall be at \$65,000 as of May 1, 2025 and will increase by 2.5% COLA on May 1 of each year.

Existing bargaining unit employees shall receive a COLA increase of 2.5% on May 1, 2025 and every subsequent May 1 of the following years.

Seniority increases will be applied on the respective seniority date at the following increases:

- Years one (1) to and including the six (6) will receive an increase of 3%
- Year seven (7) to and including the eight-year will receive an increase of 2.5%
- Year nine and ten will receive an increase in 2%
- On the eleventh and consecutive years no further seniority increase will be applied.

SCHEDULE B – SUMMARY OF ELIGIBLE TIME OFF

Time off requiring pre-authorization

Type of time off	Article	Amount of time	Request in advance
Vacation	19.1	25 weeks	regularly 2 weeks; 15 working days notice for the last 2 weeks of August
Personal	20.8	14 days	3 days
Leave Without Pay	21.11	18 months	3 weeks

Time off requiring advance notification but no pre-authorization

Type of time off	Article	Amount of time	Notify in advance
Union Steward	9.2	No limit	As much as possible
Religious	18.7	3 days	As much as possible
Arbitration Board	21.2	3 days	10 working days
Union Convention or Education	21.3	10 days, without pay	5 working days
Union position	21.4	2 years, with 1 renewal	4 weeks
Legal Reasons	21.5	No limit	As much as possible
Bereavement	21.6	Varying	As much as possible
Family Illness	21.8	same as sick days	As much as possible
Quarantine	21.16	21 days	As much as possible

Time off requiring no advance notification or pre-authorization (notification at the time of time off taken is required)

Type of time off	Article	Amount of time
Sick	20.3	14 days
Serious fire or flood	21.14	5 days
Employee's marriage	21.14	3 days
Marriage of child/sibling	21.14	2 days
Court appearance	21.14	1 day
Legal separation/divorce	21.14	2 days
Post-secondary graduation of parent/sibling/spouse	21.14	1 day
Moving one's household	21.14	2 days
Canadian citizenship	21.14	1 day

Automatic time off (requiring no notification at all) Article 18.01 Paid Holidays

Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, December Break including December 25 and 26, and December 31, January 1, and ten (10) consecutive working days off during the December Break period and any other day deemed to be a statutory day.

SCHEDULE C – JOB DESCRIPTIONS

Digital Marketing Coordinator

POSITION:	Coordinator, Digital Marketing
REPORTS TO:	Director, Outreach and Engagement
JOB TYPE:	1.0 FTE (40 Hours/week)
BARGAINING UNIT:	YES
HIRING SALARY	

POSITION SUMMARY

The Digital Marketing Coordinator (DMC) supports the University of Toronto Students' Union's (UTSU) Outreach & Engagement team in the development and execution of digital marketing strategies. The role focuses on increasing awareness and engagement, maintaining the UTSU's digital presence, and contributing to the organization's overall business priorities. This includes social media, web content, graphic creation, and supporting sponsorship initiatives.

Visual Communications & Content Creation

- Develop and/or coordinate the development of visual and graphic content for campaigns, events, and other UTSU initiatives, including digital ads, posters, brochures, logos, and social media graphics.
- Collaborate with stakeholders to create and refine visual concepts, incorporating feedback to finalize project deliverables.
- Manage the production of digital and print marketing materials, coordinating with suppliers as needed.
- Use tools such as Canva, Adobe Creative Suite, and other software to produce high-quality designs.
- Source and edit images and videos to enhance UTSU's digital media presence.
- Contribute to the creative development of campaigns, working closely across teams and with external partners.

Website Administration & Digital Media

- Manage and maintain the UTSU's websites, updating content to ensure accuracy and alignment with UTSU priorities.
- Create, schedule, and manage social media posts and marketing campaigns, focusing on maximizing engagement.
- Conduct regular content audits of the website and social media channels to identify gaps and opportunities.
- Track and analyze analytics data to evaluate the success of digital campaigns and make data-driven recommendations for improvement.

- Maintain brand identity standards across all digital platforms.
- Stay informed of trends and best practices in digital marketing, student engagement, and social media.

Team Collaboration and Operational Oversight

- Collaborate with UTSU teams, including the Executive Committee and Programs & Services, to support engagement and outreach initiatives.
- Assist in training and supervising part-time and casual staff involved in marketing work.
- Actively participate in team meetings, workshops, and committees, fostering an environment of collaboration and mutual support.
- Manage multiple projects with shifting timelines and priorities, ensuring timely and high-quality delivery.
- Support a student-centered approach to digital content, incorporating student feedback and prioritizing student voices.
- Assist with other duties as reasonably assigned and related to the position.

SKILLS & QUALIFICATIONS

- 3+ years of experience in digital marketing ideally within a non-profit or post-secondary setting.
- Relevant post-secondary education in marketing, communications, or a related field.
- Proficiency with graphic design tools such as Adobe Photoshop, Illustrator, InDesign, and video editing software.
- Experience with website management, including content creation and optimization.
- Experience with digital marketing platforms and content management systems (CMS).
- Strong attention to detail and understanding of visual aesthetics.
- Ability to prioritize tasks and manage multiple projects in a fast-paced environment.
- Commitment to student-centered engagement and equity practices.
- Strong communication and interpersonal skills, with the ability to hold and manage relationships with internal and external stakeholders.
- Additional qualifications in web design, animation, or digital media are considered to be an asset

Events and Engagement Coordinator

POSITION:	Coordinator, Events and Engagement
NORMALLY REPORTS TO:	Director, Outreach and Engagement
JOB TYPE:	1.0 FTE (40 Hours/week)
BARGAINING UNIT:	YES
HIRING SALARY	

POSITION SUMMARY

The Events & Engagement Coordinator (EEC) is responsible for coordinating the University of Toronto Students' Union's (UTSU) events and engagement initiatives. The EEC will work closely with the Director, Communications, and the Outreach & Engagement Team to plan, organize, and execute events that enhance student engagement. This position requires strong interpersonal skills, a passion for student life, and a commitment to equity, diversity, inclusion, and equitable practice.

Event Planning & Coordination

- Develop, plan, and execute UTSU events supporting the Executive Office's membership engagement and advocacy efforts, including but not limited to, Orientation Week, Frost Week, Unity Ball, and Equity Awareness events.
- Coordinate event logistics, including venue booking, permits, setup, transportation, equipment rental, and coverage requirements for events.
- Ensure events are financially responsible, sustainable, accessible, and equitable.
- Maintain relationships with key internal and external stakeholders for event success.
- Create and maintain an annual student activities calendar and oversee the logistics of recurring events.
- Collaborate with the Executive Team, providing resources and guidance on event planning and execution.

Student Engagement

- Develop strategies to increase student engagement with UTSU events and activities.
- Foster a welcoming and inclusive environment for all students at events.
- Work to identify barriers to engagement and develop initiatives that are responsive to diverse student needs.
- Consider and integrate best practices for events relating to physical, psychological, and cultural safety, ensuring events are accessible to the greatest possible extent.
- Utilize metrics and feedback to assess the effectiveness of engagement strategies and continuously improve event outcomes.

Communications & Promotion

- Collaborate with the Outreach & Engagement Team to determine event promotion strategies, including social media, newsletters, and other channels.
- Ensure alignment with UTSU branding and communication guidelines across all events.
- Prepare promotional content in collaboration with the Digital Media Specialist and Content Advisor.

Team Collaboration and Operational Oversight

- Work collaboratively across UTSU teams to support and align events with broader organizational goals.
- Provide input on new initiatives and improvements to existing projects, integrating organization-wide needs and priorities.
- Maintain high-performing working relationships with staff, directors, and executive members.
- Maintain records of past and ongoing events and compile post-event evaluations and recommendations for future planning.
- Stay current with event technologies, trends, and best practices relating to events and event management.
- Train, motivate, and support part-time staff, contractors, and volunteers involved in events.
- Assist with other duties as reasonably assigned and related to the position.

SKILLS & QUALIFICATIONS

- Post-secondary education in a relevant field or equivalent experience in non-profit event coordination.
- 3+ years of experience in event planning and communications, preferably in a post-secondary or non-profit environment.
- Strong organizational and project management skills, with the ability to manage multiple priorities and deadlines.
- Commitment to equity, diversity, inclusion, and equitable practices as such practices relate to events and event management.
- Strong interpersonal, communication, and problem-solving skills.
- Experience with digital and virtual event formats and knowledge of relevant technology and project management software.
- Ability to work both independently and as part of a team, in a dynamic and evolving environment.

Facilities Coordinator

POSITION:	Coordinator, Facilities Coordinator
NORMALLY REPORTS TO:	Director, Operations & Business Development
JOB TYPE:	1.0 FTE (40 Hours/week)
BARGAINING UNIT:	YES
HIRING SALARY	

POSITION SUMMARY

The Facilities Coordinator (FC) leads operational activities in maintenance and operations, vendor oversight, equipment and supplies, and occupancy services and proactively develops and maintains client relationships, ensuring exceptional service quality. The FC works closely with the Director, Operations & Business Development in the day-to-day function of the Student Commons and ensures that activities in the Student Commons run smoothly. This position requires understanding the impact of the UTSU's work, operational mindedness, and a partnership-oriented approach to working with the UTSU leadership team to ensure that facilities services requirements and deliverables are timely, high quality, and best serve students and Student Commons users.

Facility Maintenance and Coordination

- Serve as the point of contact for facility and building maintenance and repair work.
- Coordinate daily building maintenance and address work requests via a ticketing system (lighting, heating, cleaning).
- Schedule and supervise repairs, maintenance, and minor works; track issues to resolution.
- Assign and supervise preventative maintenance as well as servicing needs within time limits
- Coordinate building access passes, keys, fobs, student locker management, safety and security support, and general accessibility
- Keep staff and building occupants (sub-licensees) informed of scheduled maintenance work or technician visits
- Liaise with University Property Manager to ensure compliance with University regulations and building standards
- Setup and takedown equipment and furniture for events in the facility.
- Liaise with custodial vendors, ensure services meet standards, and maintain necessary inventory (cleaning supplies, facility equipment).
- Work with external service providers to ensure the full functionality and service of appliances
- Oversee use and maintenance of audiovisual equipment for internal and external events.
- Handle inventory management, including but not limited to overseeing vending

devices and procuring building supplies.

Health, Safety, and Accessibility

- Develop, enforce, and administer emergency response plans and policies, including evacuation, implementation of after-hours emergency response, and environmental health and safety.
- Ensure an overall safe environment for those using facilities
- Support and facilitate the creation of policies relating to health and safety, building access, and other relevant policy work.
- Ensure work is attained responsively, complying with set quality safety guidelines and standards.
- Assess the accessibility of the UTSU's facilities and make recommendations to ensure compliance with the AODA.

Team Collaboration and Operational Oversight

- Identify opportunities for improved operation and service excellence, making recommendations to ensure all building procedures and performance measures are maintained at all times and providing a safe workplace.
- Prepare reports on facilities expenses and activities.
- Coordinate and train part-time/casual staff as needed for facility operations.
- Foster a collaborative and inclusive environment within UTSU.
- Maintain high-performing working relationships across all UTSU teams to support the delivery of high-impact outcomes, make recommendations to ensure all building procedures and performance measures are maintained at all times.
- Assist with other duties as reasonably assigned and related to the position.

SKILLS & QUALIFICATIONS

- Post-secondary education in facilities/property management, hospitality, or a related field, or equivalent experience.
- 3+ years of experience in facilities/property management or a similar field.
- Proficiency with information technologies, including audiovisual tools.
- Strong communication, organizational, and problem-solving skills.
- Ability to work independently, prioritize multiple tasks, and meet deadlines.
- Experience with cross-functional teamwork and interpersonal skills at all levels.
- Must have the ability to lift/move items (20-50 lbs) safely.
- Knowledge of occupational health and safety standards.
- Familiarity with property technical systems (e.g., HVAC, fire protection).

Operations Coordinator

POSITION:	Coordinator, Operations
NORMALLY REPORTS TO:	Director, Operations & Business Development
JOB TYPE:	1.0 FTE (40 Hours/week)
BARGAINING UNIT:	YES
HIRING SALARY	

POSITION SUMMARY

The Operations Coordinator supports the smooth and efficient functioning of the University of Toronto Students' Union (UTSU) and its facilities. This role involves working collaboratively across departments to ensure effective coordination of the UTSU's Student Commons assets and its various operational needs, including but not limited to: day-to-day operational responsibilities, including space bookings, IT support, procurement, and facility support. The Operations Coordinator helps maintain a productive, safe, and welcoming environment for all members, aligning with the strategic goals of the UTSU and Student Commons.

Inventory, Asset Management, and Information Technology

- Maintain inventory for office, kitchen supplies, and IT equipment.
- Assist with procurement, tracking, and returning/repairing items as needed.
- Coordinate procurement of office supplies, event supplies, and equipment as requested.
- Label and monitor assets to ensure proper inventory management.
- Coordinate IT services for the UTSU, including device management, IT helpdesk management, troubleshooting, and liaising with UofT IT.
- Assist staff with IT-related needs, including managing Google Workspace and other communication tools.
- Manage software subscriptions and ensure IT security protocols are upheld, including managing password tools and coordinating device security and maintenance.
- Assist in coordinating IT setup and support for onboarding and training of new staff.

Operations

- Provide support across various operational roles as needed, including event setup, booking assistance, and general facilities coordination.
- Assist with set-up of work stations.
- Maintain an orderly, organized, and secure office environment.
- Assist with internal facilities maintenance requests, ensuring the efficient operation and upkeep of the Student Commons.

- Ensure a high level of internal communication regarding any procedural changes.
- Liaise with other departments, including Finance for purchase reconciliations and invoicing, and ensure timely communication across the Operations team.
- Provide general information to UTSU members and redirect inquiries to appropriate personnel.
- Assist with other duties as reasonably assigned and related to the position.

Student Commons Administration

- Support the creation of a welcoming environment for members and visitors to the UTSU Student Commons and operations team office.
- Manage room bookings, space allocations, and locker rentals at the Student Commons for student community stakeholders including clubs and student groups.
- Support the coordination of student group services related to the student commons.
- Provide tours for those interested in booking spaces and respond to inquiries regarding availability.
- Coordinate logistics for room bookings and facility use, including setups for meetings and events.
- Coordinate internal logistics for meetings and events in the Student Commons Including booking rooms, catering, and overseeing logistics and setup.

Team Collaboration and Operational Oversight

- Work collaboratively with all UTSU departments to ensure seamless coordination of operations and services.
- Act as a liaison between the Operations team and other teams, facilitating communication and coordination to achieve organizational goals.
- Maintain accountability for operational tasks such as space bookings, facilities coordination, and IT support, ensuring these are completed effectively and on schedule.
- Support the Director of Operations and Business Development in identifying areas for process improvements and implementing changes to enhance operational efficiency.
- Promote a culture of equity, diversity, and inclusion in all aspects of operational coordination and team collaboration.

SKILLS & QUALIFICATIONS

- Post-secondary education in a relevant field or an equivalent combination of education and experience.
- 3+ years of experience in operations or facilities management, ideally in a post-secondary or non-profit environment.
- Strong interpersonal, communication, and problem-solving skills, with the ability to effectively engage with diverse communities.
- Knowledge of building operational policies, including safety procedures, and a commitment to fostering an OH&S culture.
- Familiarity with project coordination tools and Google Workspace is an asset.
- Strong organizational skills and the ability to prioritize multiple tasks effectively.
- Familiarity with IT support and device management, particularly Google Workspace.
- Excellent verbal and written communication skills and the ability to maintain positive working relationships across departments.
- Experience coordinating events, managing bookings, and maintaining inventory.
- Ability to work independently and as part of a team, with a proactive and flexible approach to problem-solving.

Programs & Services Coordinator

POSITION:	Programs & Services Coordinators (2 positions)
REPORTS TO:	Director, Programs & Services
JOB TYPE:	1.0 FTE (40 Hours/week)
BARGAINING UNIT:	YES
HIRING SALARY	

POSITION SUMMARY

The Programs & Services Coordinator (PSC) plays a critical role in providing engaging programs, high-quality services, and a welcoming community experience for all members of the University of Toronto Students' Union (UTSU). The PSC works closely with the Director, Programs & Services and other UTSU staff to develop, implement, and promote initiatives that respond to the needs of students. This role is highly collaborative, with the PSC serving as a point of connection between the UTSU, student groups, volunteers, and community partners. The position requires a strong commitment to equity, diversity, inclusion, and community empowerment.

Programs and Services Development

- Develop, implement, and evaluate programs and services that respond to student needs and align with UTSU goals, in line with the strategic priorities set by the UTSU.
- Collaborate with UTSU communication teams to promote and expand services and events, working with student groups and on/off-campus community partners as needed.
- Coordinate the delivery of key services, including the campus food bank, tax clinic partnership, and student support resources.
- Assist with the planning and delivery of UTSU-led events and initiatives such as orientation activities and volunteer recognition.
- Maintain the smooth day to day operation of the programs and services CRS including scheduling, staffing and overall coordination

Community Hub

- Serve as a primary point of contact for community resource inquiries, connecting members to programs, services, and resources offered by UTSU, the Student Commons, and campus/community partners.
- Develop and foster relationships with student groups, community partners, and other stakeholders, building opportunities for collaboration and shared impact.
- Coordinate bulk purchasing and act as a liaison for campus clubs and groups.
- Maintain the smooth day-to-day operations of the Community Hub, including

- scheduling, staffing, and overall coordination.
- Support administrative processes for member services, including room bookings, front desk operations, and management of community resources.
- Maintain a welcoming and inclusive environment at the Community Hub, ensuring that members, students, and guests receive the support they need.

Stakeholder Engagement

- Develop and foster relationships with student groups, community partners, and other stakeholders, building opportunities for collaboration and shared impact.
- Facilitate networking events, workshops, and community engagement initiatives to expand opportunities for UTSU members.

Assignment of Community Hub & Stakeholder Engagement

- The responsibilities outlined under Community Hub & Stakeholder Engagement will be assigned to specific individuals and it will not be the expectation that one person perform both responsibilities, unless required to cover sick leave, vacation, other absences or emergency situations

Volunteer Coordination

- Recruit, train, and support a robust team of volunteers focusing on their long-term engagement and recognition.
- Oversee volunteer assignments and provide guidance, ensuring they have the resources to succeed.
- Foster a culture of appreciation and teamwork, treating volunteers as full contributors to the UTSU mission.
- Plan and execute volunteer recognition activities in collaboration with the Events Coordinator.

Team Collaboration & Operational Oversight:

- Work closely with the Director, Programs & Services to create annual program plans and inform budgets.
- Assist in the coordination and implementation of programs and services within the Student Commons.
- Manage data collection from service delivery and outreach initiatives, ensuring ongoing evaluation and improvement.
- Develop strong working relationships across all UTSU teams to deliver impactful services and programs.
- Actively contribute to a culture of teamwork, inclusion, and performance excellence.
- Work with other UTSU staff to develop new initiatives, evaluate existing services, and provide support during critical incidents.
- Encourage cross-team knowledge-sharing and contribute to the continuous improvement of UTSU's programs and services.
- Assist with other duties as reasonably assigned and connected to the position

SKILLS & QUALIFICATIONS

- Post-secondary education in a relevant field or an equivalent combination of education and experience.

- 3+ years of experience in community programs and services, ideally in a non-profit or student services environment.
- Strong interpersonal, communication, and problem-solving skills, with the ability to effectively engage with diverse communities.
- Experience with volunteer recruitment, training, and coordination.
- Knowledge of equity, community development, and engagement best practices.
- Ability to manage multiple priorities, work independently, and deliver in a fast-paced environment.
- Knowledge of building operational policies, including safety procedures, and a commitment to fostering an OH&S culture.
- Familiarity with project management tools and Google Workspace is an asset.
- Ability to exercise discretion, judgment, and tact in dealing with sensitive and confidential matters.

SCHEDULE D – PROFESSIONAL DEVELOPMENT POLICY

PRINCIPLES

1.0 The primary objective of the Required Professional Development Allowance is to enhance both individual employees and organizational performance. The growth and development of UTSU employees must be achieved in the context of UTSU's financial limitations and opportunities.

1.2 Through this policy UTSU is committed to:

- a. supporting employee development to ensure that employees maintain their acquired skills and occupational qualifications;
- b. providing opportunities for employees to add to and improve their skills related to their job;
- c. promoting shared accountability between UTSU and the employee for the employee's professional development;
- d. fiscal responsibility in supporting learning opportunities;
- e. fairness and equity in the application of employee development programs

1.3 This policy references UTSU policies and Collective Agreement provisions that may change from time to time. Where there is a difference between the information contained in this policy concerning eligibility, the actual Collective Agreement and its provisions supersede.

PURPOSE

1.4 The purposes of this policy are to:

- a. provide a framework by which UTSU will administer the Professional Development Allowance as provided for in the Collective Agreement and to ensure consistency in the application of Collective Agreement provisions
- b. inform employees about provisions and processes for applying for the Professional Development Allowance as provided as a benefit in the Collective Agreement.

SCOPE

1.5 The principles and purpose of this policy applies to all UTSU full time employees unionized within the UTSU Sub Local of CUPE Local 1281.

1.6 Where there are provisions in the Collective Agreements concerning the Professional Development Allowances, this policy will reference those provisions. Where there are no Collective Agreement provisions that apply, this policy will detail eligibility.

DEFINITIONS

1.7 For the purposes of this policy the following definitions apply.

- a. **Tuition Fee:** The portion of the total fee designated as a fee for attendance at a specific program, or for a specific credit or non-credit course. It does not include fees such as late fees, default fees, books, course materials and equipment, ancillary fees of the institution and related travel expenses.
- b. **Academic Term:** Academic term refers to terms defined by the University/college/institution in its academic calendars.
- c. **Course:** Regular periods of class instruction scheduled at intervals over a substantial part of the year.
- d. **Work-Related:** Learning that enhances the knowledge and skills required for work the employee is currently doing, as outlined in the position description with UTSU or work that the employee is required to do as part of their job. Work-related programs or learning are job specific, a bonafide requirement of the position and address the skills and competencies required to meet job expectations, changes of the job, and the performance standards of the position and the organization.
- e. **Professional Development:** Programs that develop professional potential and help staff to prepare for the achievement of broader professional goals within UTSU or learning that is indirectly related to the employee's job as outlined in the position description or job posting. Learning that is not a bonafide requirement of the position; for example, courses that lead to a graduate or postgraduate degree, are considered professional development.

ROLES AND RESPONSIBILITIES

1.8 Employer's Representative

- a. Understand and apply this policy and any relevant Collective Agreement provisions concerning Professional Development Allowance,
- b. Review applications for Professional Development Allowances and ensure that appropriate documentation and approvals have been provided,
- c. Ensure consistent and fair application of processes for all employees,
- d. Establish fairness/equity in decisions to ensure a diversity of staff can receive funding,
- e. Determine whether to approve or deny requests submitted for approval,
- f. Identify the budget implication for UTSU,
- g. Document rationale for decisions made under this policy and communicates decisions to employees,
- h. Validate tuition fee receipts and ensure reimbursement to the employee is provided

1.9 Employees

- a. Follow UTSU's process for applying for Professional Development Allowance,
- b. Pay any additional costs not covered by the Professional Development Allowance. For example, costs associated with a course or program, such as ancillary fees, late fees, default fees, books, materials and equipment or travel to the course,
- c. Provide official documentation to substantiate a request and to verify

successful completion of course or program.

ELIGIBILITY

- 1.10 Members of the UTSU Sub Local of CUPE 1281 are eligible for the Professional Development Allowance provided for in the Collective Agreement. Spouses and dependents are not eligible for any funding.
- 1.11 An employee must provide confirmation and verification of successful course completion.
- 1.12 All applicants must respect and adhere to the process for application of the Professional Development Allowance benefits. Candidates who do not will be responsible for paying all the associated costs.

ELIGIBLE REIMBURSEMENT

- 1.13 Professional Development Allowance
UTSU may agree to reimburse all, some, or none of the associated costs for work related Professional Development Allowance.
- 1.14 Personal Development Studies: Personal development programs or personal interest programs are not covered by the Professional Development Allowance.

APPLICATION PROCESS

- 1.15 Application Process
 - a. Prior to enrolment in a course or program, an employee will obtain program information and complete a Professional Development Allowance form which will cover the Professional Development Allowance provisions in the Collective Agreement.
 - b. It is the responsibility of the employee to request any necessary approvals, and to provide the necessary documentation. This shall include program, course and conference information for their request and provides a rationale for the type of request being made.
 - c. Completed application forms are forwarded to the Employer's Representative, who will then review the application and approve/disapprove and process all submitted applications. The employee will be notified of the application status within no more than fifteen (15) business days.
 - d. Employees may be requested to provide more information or a presentation to the Employer's Representative regarding the application for the Professional Development Allowance.
 - e. Once approval is obtained, the employee can register in the program or course.
 - f. Once approval is obtained, the employee shall submit a request for reimbursement to the Employer's Representative in the form of a Cheque Requisition, along with a copy of the original receipt of payment of the tuition fee. The receipt of payment must clearly identify the tuition fees and other fees separately, for example, ancillary fees.
 - g. Where possible, any reimbursement will be issued no later than the next regular

- pay day following the submission of receipt(s) for reimbursement.
- h. Upon completion of the course, the employee shall submit proof of having received a passing grade.

MEMORANDUM OF UNDERSTANDING RE: WORK FROM HOME PROGRAM

The Employer agrees that bargaining unit employees may work from home one (1) day per week, subject to eligibility and operational demands. The work from home schedule shall be determined at the sole and exclusive discretion of the Employer.

The parties agree that the Facilities Coordinator is, by nature of the position, an in person position and not subject to this MOU.

Employees are ineligible to participate in the program if they are on their probationary period, a performance improvement plan, and/or attendance management plan.

Employees working under the program must:

- fully complete a work from home log for each work from home day;
- dedicate their full attention to their work duties for the UTSU during their work hours;
- maintain regular contact with the Employer, and respond to their manager in a prompt manner;
- Employees will ensure they will have a quiet, dedicated and distraction-free working space where they can perform their duties uninterrupted;
- Employees are responsible for setting up and maintaining a designated workspace that meets the Employer's workplace health and safety requirements – Guidelines; and,
- Employees must have an adequate internet connection necessary to perform the requirements of their job and must not use unsecure public Wi-Fi while working on Employer material.

The Employer reserves the right to rescind an Employee's participation in the program if they fail to comply with the above-noted requirements.

The Union acknowledges and agrees that the Employer will not be responsible or held liable for the any damages to an Employee's property, or for any injuries to family members, visitors, or any others at the Employee's home or other premises, should they choose to work from home.

This MOU shall cease having effect upon the ratification of the renewal Collective Agreement between the Employer and Union that commences on January 31, 2025, unless the parties mutually agree to renew the letter.

MEMORANDUM OF UNDERSTANDING RE: EMRE CANARSLAN

The Parties agree that as of the ratification of this Collective Agreement, Emre Canarслан's salary shall be \$69,840.07 and shall increase as per Schedule A on a go forward basis.

At the time of negotiations, the Parties agreed that Emre's wage rate should be increased to \$69,840.07 in recognition of the years of COLA increases that were not applied to the base rate prior to his occupation of the role of Digital Marketing Coordinator.

MEMORANDUM OF UNDERSTANDING RE THE WORK OF MARCO HERNANDEZ-HENRIQUEZ AND WAFIYAH KHANAM

The Employer and the Union agree that for the life of this Collective Agreement, Marco Hernandez-Henriquez and Wafiyah Khanam will not be required to assist with the operations of the “Student Commons Volunteer Program.”

The Employer agrees to recognize that Marco’s primary responsibilities relate to: the operation of the current food bank including Daily Bread and Second Harvest, Food & Toy Drive, Peer Support Service, and Art Workshops; Wafiyah’s primary responsibilities relate to the Community Hub / Welcome Desk, Dollar for Childcare, Family Cupboard, and the Health & Dental Plan. Lunch Lift and Tax Clinic shall be shared.

The parties understand and agree the above is not an exhaustive lists of task or responsibilities and those are covered by the job descriptions outlined in the Collective Agreement.

This MOU shall cease having effect upon the ratification of the renewal Collective Agreement between the Employer and Union that commences on January 31, 2025, unless the parties mutually agree to renew the letter.