

# COLLECTIVE AGREEMENT

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between



ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
AND ITS LOCAL 596

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AND

RYERSON UNIVERSITY

THE BOARD OF GOVERNORS OF  
RYERSON UNIVERSITY

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Duration: July 1, 2007 to June 30, 2010

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## PREAMBLE

WHEREAS the University and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the University, the Union and the employees covered by this Agreement, including determination of salaries, benefits and other terms of employment, and in providing methods for fair and amicable adjustment of disputes which may arise between them under the terms of this Agreement and:

WHEREAS the parties recognize that the educational enterprise in which the University is engaged is one which must provide a high and efficient degree of service to its students, consistent with its educational objectives;

NOW THEREFORE, the University and the Union agree as follows:

### ARTICLE 1 - UNION RECOGNITION

1.01 The University recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Board of Governors of Ryerson University in the Municipality of Metropolitan Toronto, excluding:

- (a) Officers of the Corporation;
- (b) Senior Directors and persons of equivalent or higher rank;
- (c) persons excluded by reason of their exercising managerial functions or excluded by reason of their employment in a confidential capacity in matters relating to labour relations.
- (d) persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, specifically, the official end of the winter school term to the official start of the fall school term.
- (e) persons covered by subsisting Collective Agreements.

1.02 The University will provide a list to the local Union on an annual basis no later than the second week in September, of all positions excluded from the OPSEU bargaining unit. The University shall advise the Union as soon as a determination is made that a current position in the bargaining unit is to be excluded, with its supporting rationale.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union acknowledges that it is the exclusive right of the University to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, transfer, classify, assign, appoint, promote, demote, lay off and recall employees;
  - (c) discipline and discharge employees for just cause, except that probationary employees may be discharged without cause;
  - (d) to establish reasonable policies, rules and procedures; and
  - (e) generally to manage the University and without restricting the generality of the foregoing, the right to determine the educational objectives of the University, the right to plan, direct and control operations, facilities, programmes, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of campuses and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.
- 2.02 The exercise of the University's rights shall be subject to all the other provisions of this Agreement.

## **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 There shall be no discrimination or harassment, as defined by the Ontario Human Rights Commission, practised by any of the representatives of the University or the Union with respect to any employee because of activity or inactivity in the Union consistent with this agreement, nor, in accordance with the provisions of the Ontario Human Rights Code, shall there be any discrimination or harassment by reason of race, creed, colour, age, sex, marital status, family status, nationality, ancestry, place of origin, or handicap as well as political or religious affiliation, and sexual preference.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

- 4.01 The Union agrees that there shall be no strikes and the University agrees that there shall be no lockouts as defined in the Ontario Labour Relations Act so long as this Agreement is in effect.
- 4.02 In the event that any employees of the University, other than those covered by this Agreement, engage in a lawful strike, employees covered by this Agreement shall not be obliged to perform work normally done by those employees.

#### **ARTICLE 5 - UNION REPRESENTATION**

- 5.01 All new employees shall be required, as a condition of employment, to become and remain members of the Union within thirty (30) days of date of hiring, unless within that period the employee signifies to the University in writing with a copy to the Union that for reasons of conscience he/she does not wish to be a member of the Union.
- 5.02 The University agrees to deduct from the wages of each employee in the bargaining unit a specified uniform amount equivalent to the regular bi-weekly Union dues.
- 5.03 Such deductions shall be made from the wages paid to each employee each bi-weekly pay period beginning with the month following the signing of this Agreement.

If sufficient pay is not available for the total amount of each deduction due to absence from work or after all other deductions have been made, no deductions shall be made hereunder.

- 5.04 Deductions shall be suspended during the period of an employee's absence which is not paid, but shall be automatically resumed (not retroactively) in accordance with Article 5.02 above, upon the employee returning to work.
- 5.05 Employees temporarily excluded from the bargaining unit shall continue to pay Union dues for the first four (4) months of any given assignment. After serving four (4) consecutive months in such an assignment, Union dues shall no longer be deducted.

When the employee returns to the bargaining unit Union dues deduction shall automatically resume.

- 5.06 Amounts deducted hereunder shall be paid by cheque payable and sent to the Ontario Public Service Employees Union, Director of Finance, at its Head Office, 100 Lesmill Road, North York, Ontario M3B 3P8, on or before the fifteenth (15<sup>th</sup>) day



of each month following. Together with this remittance, the University will enclose a list showing the name and Social Insurance Number of each employee from whom deduction has been made.

- 5.07 Any changes in the amount of the regular monthly Union dues will be certified to the University by the President of the Ontario Public Service Employees Union or its appropriately authorized official. Such certification shall become effective not earlier than the commencement of the second (2<sup>nd</sup>) month following the month it was received.
- 5.08 The Union shall indemnify and save the University harmless from any liability arising from the application of Article 5.01 to 5.06 above, except such as may result from the University's own error.
- 5.09 The University shall indicate on the T-4 slip the total amount of Union dues paid by each member of the bargaining unit in the preceding calendar year.

#### **ARTICLE 6 - UNION REPRESENTATION (TIME OFF FOR UNION ACTIVITIES)**

- 6.01 (a) Paid Time Off for Union President  
The President of Local 596 shall, subject to the provisions herein, be granted five (5) days per week remission for the duration of his/her term of office. This shall be fully accounted as work time for all purposes such as wages, benefits, and vacation credits.
- (b) Paid Time Off for Union Chief Steward  
The Chief Steward of Local 596 shall, subject to the provisions herein, be granted five (5) days per week remission for the duration of his/her term of office. The salary cost of such remission time shall be equally shared by the parties. This remission time shall be accounted as work time for purposes such as wages, benefits, and vacation credits.
- (c) Remissions shall be effective commencing one (1) month after the University receives written notice of the election of the President and Chief Steward and shall cease one (1) month after the University receives notice that their respective term of office shall end.
- 6.02 Local Union Officers and Members (Time off Without Pay)  
The University shall endeavour to grant a leave of absence without pay (but with the continuation of the employer's portion of benefits or benefit premiums), for any member of the bargaining unit, for the purpose of attending conferences or seminars related to activities of the Union, If a difficulty arises with respect to the granting of any particular request, the Union may meet with the Executive Director, Human Resources and seek to resolve any staffing difficulty that may have arisen in connection with such a request.

6.03 Local Union Officers and Members (Paid Time for Meetings)

Notification and request for approval for attendance at any of the meetings listed below will be submitted to the appropriate supervisor / manager no less than five (5) days prior to such meetings. In the event that circumstances arise that such notice cannot be given, the parties shall endeavour to facilitate the member(s)' attendance at the meeting.

(a) Joint Employer-Union Committees

The Union's designated representatives on joint Employer-Union Committees shall suffer no loss of normal salary while attending meetings with the University where their presence is required or permitted under the terms of this Agreement. It is understood that this clause applies to meetings held during the employee's normal working hours and that no overtime compensation will be granted for meetings extending beyond the employee's normal working hours.

(b) Ratification Meeting

Members of the bargaining unit, shall, subject to operational requirements, be allowed to attend, without loss of pay or benefits, a meeting called by the local Union for purposes of ratifying collective agreements, during working hours. The ratification meeting shall be set on a date mutually agreed to by the parties, and shall commence not earlier than 2:30 p.m. on that day.

(c) Advisory Committees

The Union's designated representatives on advisory or similar committees with community group representation shall suffer no loss of normal salary while attending meetings where their presence is required. It is understood that this clause applies to meetings held during the employee's normal working hours and that no overtime compensation will be granted for meetings extending beyond the employee's normal working hours.

(d) Negotiating Committee

For purposes of negotiations to arrive at this and the renewal of this Agreement, the University will recognize the Union Negotiating Committee of five (5) persons who are members of the bargaining unit. They shall be granted time off during their normal working hours to attend negotiation meetings with the University and shall suffer no loss of normal salary while attending such meetings.

It is understood that this clause applies to meetings held during the employee's normal working hours and that no overtime compensation will be granted for meetings extending beyond the employee's normal working hours.

(e) Paid Time for Grievance and Arbitration

The University agrees to the following scale of time off with pay and benefits for time spent during an employee's regular hours of work:

- (i) Complaint Stage [Article 7.02]:  
Union Steward and complainant for presentation of complaint to management.
- (ii) Grievance Meeting (Article 7.04):  
Union Steward, Chief Steward and grievor for duration of meeting.
- (iii) Arbitration:  
Union Steward, Chief Steward, and grievor for days of hearing and subpoenaed bargaining unit members for the days actual testimony is given by each.

It is understood that this clause applies to meetings held during the employee's normal working hours and that no overtime compensation will be granted for meetings extending beyond the employee's normal working hours.

#### 6.04 Employee's Right to Representation

At the request of an employee, she/he may have a steward present at any meeting to which the employee is called to discuss the employee's behaviour, conduct, attendance record or job performance.

#### 6.05 Joint Consultation Meetings

The parties agree that it is vital to assure prompt and effective communications on all matters affecting the relationship or the well-being of the members of the bargaining unit. Both parties will therefore make every effort to communicate promptly and openly on all such matters of interest and will arrange meetings between the local Union Officers and responsible officials of the University regularly and as the need arises. Such meetings may be called on a reasonable basis by either party, indicating the general purpose and proposed content of the meeting and shall take place at a mutually agreeable place and time. Meetings under this provision shall not be used to deal with matters to be dealt with in negotiations for renewal of this Agreement or matters that may be the subject of the grievance procedure.

#### 6.06 Attendance of Union Staff Representative

The Employer agrees that a Staff Representative of the Union shall have the right of access to the premises during working hours to attend any meeting between the parties at the request of the local Union as provided in this Agreement and to assist the Local as may reasonably be required. The Union agrees that such visitation by the Staff Representative shall not in any way interfere with work being performed by employees of the University.

#### 6.07 Notification to Employer of Union Officers

- (a) The Union shall notify the Employer in writing of the names of the Stewards, Local Executive Officers and Committee members, and of any changes that may occur therein from time to time. The Employer shall not be required to

recognize a Union Officer or Steward until his/her name has been certified to the Employer in writing by the Union.

- (b) A member of the Union Executive (including stewards and committee members) shall request permission to leave the work place from his/her supervisor, as far in advance as possible of the scheduled meeting. Subject to operational requirements, permission shall normally be granted. Should operational requirements preclude the local Union representative from attending the meeting, at the employee's request, the meeting shall be rescheduled to a more suitable time. It is understood that the member(s) will notify the appropriate supervisor/manager by voice-mail, e-mail or in-person upon returning from such meetings.
- (c) Normally such meetings shall be held during regular working hours. However, when operational requirements warrant it, they may be held outside the regular working hours, by mutual consent.

6.08 Local Union Office and Use of University Services

The Employer shall provide to the Union for its exclusive use furnished office accommodation in a convenient location in one of the University buildings. Such accommodation shall be free of charge.

The use of facilities and services of the University (such as duplicating, xerox, computer services) shall be made reasonably available to the Union subject to priorities determined by the University in its discretion and subject to such charges for the use of such facilities and services as the University may, from time to time, establish.

6.09 Space for Meetings

Subject to space availability, the Employer agrees to endeavour to provide space for meetings of the local Union within the University.

6.10 Information to the Union

The University agrees to provide all information required to assist the local Union in representing the members of the bargaining unit including:

- (a) The local Union shall be advised each month of all hires, changes in classification (including maternity leave, Long Term Disability and leaves of absence), transfers between departments, terminations, addresses for new hires and changes of address.
- (b) The local Union shall receive annually in the second week of September, a list containing the names of all employees, their salary rates and corresponding job classification level or grade.
- (c) The local Union will be advised of the filling of any vacancy within the bargaining unit.

- (d) The local Union shall be advised of any underfills prior to the scheduled meeting in which the offer of employment and the terms and conditions of the underfill are discussed with employee.
- (e) The local Union shall receive on a monthly basis a list of all career and term positions greater than four (4) months commonly referred to as the establishment list. The list will reflect the position title, grade, incumbent, position numbers, and any other relevant comments. In the case of term positions, the start and end dates of the position will also be included.
- (f) The University will provide an up-to-date copy of the University's Policy and Procedures Manual to the local Union, and the local Union shall be included on the distribution list administered by Ancillary Services.

## **ARTICLE 7 - GRIEVANCES AND COMPLAINTS**

### **7.01 Definition**

A grievance is an allegation by an employee (or the Union as specified under Article 7.03 below) of a contravention of the provisions of this Agreement. The written grievance shall state the nature of the complaint and the remedy sought.

### **7.02 (a) Complaints**

- (i) An employee who has a complaint shall first raise the matter with the most immediate non-bargaining unit supervisor in his/her department and give that person an opportunity to discuss and adjust the matter. Such a discussion shall take place within ten (10) working days after the circumstances giving rise to the matter have occurred, this period shall be reasonably extended if the circumstances, such as the employee's absence, warrant.
- (ii) The employee may be accompanied by a representative of the Union (e.g. the appropriate Steward), during such discussion if the employee wishes.
- (iii) The first line supervisor may be accompanied by another excluded employee (except the first line supervisor's superior) at any complaint stage meeting.
- (iv) A decision regarding any adjustment shall be made and communicated to the employee by the immediate supervisor within the next ten (10) working days following the discussion. If the decision is not satisfactory or if none is communicated within the above time limit referred to above, the employee may, at his/her option, refer the matter within ten (10) working days to the immediate supervisor's

superior at the managerial level, who shall then make and communicate his/her decision within the next ten (10) working days.

- (v) If the employee does not choose to involve the higher level superior referred to above, or if the latter's decision is not satisfactory or is not forthcoming within the time limit prescribed, the employee may lodge a grievance.

(b) Complaint Concerning Job Postings

An employee who is unsuccessful as a result of a job posting process, as provided in Article 15, and disagrees with the decision made concerning his/her candidacy shall first give the hiring manager an opportunity to meet and discuss the recruitment process and provide the employee with the rationale for his/her decision. The hiring manager may be accompanied by another excluded employee at such a meeting.

Such a meeting/discussion shall take place within six (6) working days after the decision was communicated to the employee concerned by the Human Resources Department.

This period shall be reasonably extended if the circumstances, such as the employee's absence, warrant. The employee may be accompanied by a representative of the Union (e.g. the appropriate Steward), during such discussion if the employee wishes.

A decision regarding any adjustment shall be made and communicated to the employee by the hiring manager within the next five (5) working days following the discussion. If the decision is not satisfactory or if none is communicated within the time limit referred to above, the employee may lodge a grievance.

7.03 Filing a Grievance

A grievance shall be lodged by filing the same on a Union-provided Grievance Form with the Executive Director, Human Resources. Any grievance by an employee shall be filed within ten (10) working days after the expiry of the time limits set out in Article 7.02 above, for the communication of the decision; and any grievance by the Union within ten (10) working days after the circumstances giving rise to the grievance have occurred or have reasonably come to the attention of the Union. A grievance by the Union (Union grievance) is a grievance concerning the bargaining unit as a whole, or any segment thereof, or the Union itself; if the Union acts on behalf of an individual employee, the grievance remains an employee grievance and is governed by all the provisions applicable to employee grievances including the provision of Article 7.02 above.

7.04 Processing a Grievance

Within ten (10) working days following the receipt of the Grievance, the Executive Director, Human Resources shall give the opportunity to have the grievance presented at a meeting arranged for that purpose. In addition to the

employee(s) concerned, up to three (3) representatives of the local Union, for example, the appropriate Steward, the Chief Steward and the Local President as well as a Staff Representative from the Ontario Public Service Employees Union shall have the right to be present. The Executive Director, Human Resources may invite to the meeting such other persons (for example, the appropriate Supervisor, Manager, Director or Dean), as he/she considers advisable to a maximum of five (5). He/she shall render his/her decision on the grievance in writing either at the meeting or within ten (10) working days from the conclusion of the meeting.

7.05 Answering a Grievance

If the decision of the Executive Director, Human Resources is not satisfactory or if none is communicated within the time limit referred to above, the grievance may be submitted--within ten (10) working days after the expiry of the time limit set out in Article 7.04 above, for the written communication of the decision of the Executive Director, Human Resources--by the Union to arbitration as set forth in Article 9.01 (a) and (b).

7.06 University Grievance

In the case of a grievance by the University all the time limits shall be the same as stipulated above for a local Union grievance. The grievance shall be submitted to the President of the local Union, and he/she shall make his/her decision in writing after a meeting with representatives of the University in the presence of such local Union representatives as he/she considers appropriate.

7.07 Time Limits for Processing Grievances

(a) Any grievance not submitted nor advanced within the time limits provided in the above grievance procedure shall be deemed to have been abandoned. No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure.

(b) Time limits provided in this Article 7 may be varied or extended by specific written agreement of the parties in any particular proceeding.

7.08 The termination of the employment of a probationary employee shall not be the subject of a grievance.

7.09 Where in this Article 7 the Executive Director, Human Resources is charged with certain actions these actions may in lieu be performed by another appropriate official appointed for this purpose by the University.

7.10 Union Staff Representative

The Union Staff Representative may assist in the preparation or presentation of a written grievance at any step of this procedure as requested by the local Union.

7.11 Discharge, Suspension, and Alleged Improper Separation from Employment

Where a grievance alleges unjust dismissal, suspension, or improper separation from employment, the complaint stage under Article 7.02 above, shall be by-passed and the grievance shall be filed with the Executive Director, Human

Resources within five (5) days of dismissal, suspension, or separation from employment. The employer shall provide a copy of the notice of discharge, suspension, or separation of employment, to the local Union President at about the same time that such notice is provided to the employee.

## **ARTICLE 8 - DISCRIMINATION/HARASSMENT COMPLAINT(S) AND GRIEVANCE PROCESS**

### **8.01 Options of Process**

The employee shall have the right to choose the process by which his/her complaint is resolved. He/she may select the process outlined below or the process outlined in the University's Policy on Harassment. At any point in the process the complaint may be referred to the Human Rights Commission.

8.02 An employee who has a complaint of harassment or discrimination as defined in Article 3.01 shall first raise the matter with the most senior non-bargaining unit manager (director, chair, dean etc.) in his/her department by submitting in writing the nature of his/her complaint and the remedy sought. The time limits set out in Article 7.02 do not apply to complaints under this section, provided that the complaint is made within a reasonable time of the conduct complained of and having regard to all the circumstances. Should the circumstances warrant, the complaint may be raised with the next higher level of management in the appropriate line structure.

### **8.03 Step 1 - Complaint Investigation**

- (a) The manager shall within five (5) working days schedule a meeting with the complainant and obtain all relevant details from him/her concerning the allegation(s) of discrimination/harassment. The manager shall record and document all relevant details concerning the complaint.
- (b) Within fifteen (15) working days of such meeting, the manager shall complete an investigation of the complaint by meeting with each of those concerned including the alleged harasser.
- (c) On completion of the investigation the manager shall determine the appropriate course of action to be taken, and he/she shall communicate in writing within ten (10) working days his/her decision to the complainant which shall include a copy of the report and will outline the conclusion(s) drawn, decision(s) reached and action(s) which shall be taken concerning the disposition of the complaint. A copy of all written communication shall be forwarded to the Executive Director, Human Resources.
- (d) Where the manager does not have jurisdictional authority over the respondent, the manager shall involve the appropriate line manager in the investigation.



#### 8.04 Step 2 - Grievance

- (a) If the complainant is not satisfied with the written response received from the manager within ten (10) working days of the receipt of such written response he/she may forward a written grievance to the Executive Director, Human Resources.
- (b) On receipt of the formal written grievance, the Executive Director, Human Resources or his/her designate shall schedule a meeting with the complainant to review the complaint, determine the areas of disagreement or dissatisfaction with the communication and the remedy sought by the complainant.
- (c) The Executive Director, Human Resources or his/her designate shall then schedule a meeting with the investigating manager(s) and review all documentation, report(s) and evidence upon which the manager's decision was made, and if warranted conduct his/her investigation of the alleged incident(s). The Executive Director, Human Resources or his/her designate shall complete his/her investigation within thirty (30) working days of receipt of the grievance.
- (d) At the completion of the investigation, the Executive Director, Human Resources or his/her designate, shall within ten (10) working days schedule a meeting with the complainant and shall communicate the results of the investigation including conclusions reached and disposition of the grievance.
- (e) The Executive Director, Human Resources or his/her designate shall then further communicate his/her decision in writing to the complainant within ten (10) working days of the scheduled meeting referred to above.

#### 8.05 Step 3 – Arbitration

If the decision of the Executive Director, Human Resources or his/her designate is not satisfactory or if none is communicated within the time limits referred to above, the grievance may be submitted – within ten (10) working days after the expiry of the time limit set out above for the written communication of the decision of the Executive Director, Human Resources or his/her designate – by the Union to arbitration as set forth in Article 9.01 (a) and (b).

#### 8.06 Time limits for Processing Harassment Grievance

- (a) No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure outlined above.
- (b) Time limits provided for in this Article may be varied or extended by specific written agreement of the parties in any particular proceeding.

#### 8.07 Representation During Investigation

- (a) The manager(s) investigating allegation(s) of harassment shall be permitted to be accompanied by another non-bargaining unit member during the entire investigation process.
- (b) The employee shall have the right to be accompanied by a Union representative at all and any meetings during the investigation process.

**8.08 Confidentiality**

- (a) All University representatives who are privy to information, or in possession of documentation pertaining to matters/incidents involving harassment, shall hold such in strict confidence. This shall include refraining from discussions or releasing information in any form, except as required by law.
- (b) All other parties, involved in, or privy to, information concerning matters/incidents involving harassment shall likewise refrain from divulging such information or documentation in any way that might damage reputations or influence the course of proceedings.

**ARTICLE 9 - GRIEVANCE ARBITRATION**

- 9.01 (a) If the University or the Union requests that a grievance, as above provided, be submitted to arbitration, it shall make such request in writing and addressed to the other party to this Agreement giving the name and address of a proposed sole arbitrator. Within ten (10) working days after receiving such notice, the other party shall respond by agreeing to the arbitrator or proposing an alternative Arbitrator(s). Failing agreement within ten (10) working days of such time as may be agreed by the parties, an appointment may be made by the Office of Arbitration at the request of either party. The single Arbitrator shall be bound by all clauses in this Article in the same manner as the arbitration board.
- (b) Notwithstanding any of the foregoing, if either party does not agree to the use of a sole arbitrator, the matter shall without seeking agreement of the other party be heard and determined by a tri-partite board instead of a sole arbitrator. In such case, the party wishing to submit the issue to a tri-partite board should indicate, in its notice of intent to arbitrate or in a response to the other parties intent to arbitrate, that the matter will be heard by a tri-partite Board of Arbitration. The party wishing to submit the issue to a tri-partite board will at the same time provide the name and address of its nominee to the Arbitration Board. Within ten (10) working days after receiving such notice, the other party shall respond by indicating the name and address of its nominee to the Arbitration Board. The two nominees so nominated shall, within ten (10) working days after the receipt of the appointment of the second of them, appoint a third person who shall be the chairperson of the Arbitration Board. If they are unable to agree on such a Chairperson or nominee, then either party may then

request an appointment be made by the Office of Arbitration.

- 9.02 No person may be appointed as a nominee or chairperson who has been directly or indirectly involved in an attempt to negotiate or settle the grievance.
- 9.03 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or give any decision inconsistent with the terms and provisions of this Agreement.
- 9.04 Each of the parties hereto will bear the fee and expenses of the nominee appointed by it and the parties will equally share the fees and expenses of the chairperson of the Arbitration Board.
- 9.05 The arbitration award shall be binding on the parties to this Agreement and any employees involved.
- 9.06 Time limits provided in this Article 9 may be varied or extended by specific written agreement of the parties in any particular proceeding.
- 9.07 Mediation Dispute Resolution  
By mutual agreement a grievance which has been submitted to arbitration may be referred to a Dispute Resolution Mediator. The parties shall share equally in the costs involved in the appointment of a Dispute Resolution Mediator. The Mediator shall not order a resolution of the grievance but may make recommendations to the parties.

#### **ARTICLE 10 - SENIORITY**

- 10.01 Seniority means the ranking of each employee in the bargaining unit according to the length of his/her qualifying employment.
- 10.02 For purposes of seniority, all continuous employment in the bargaining unit, except term employment save as defined in Article 10.02 (d) below, shall be considered as qualifying employment provided:
- (a) Absence from active duty on leave of any kind, re-employment programme and any other absence during which the employee's employment status is contractually maintained shall count as continuous employment. Notwithstanding the foregoing, seniority shall not accrue during an absence where an employee does not receive a salary from the University such as leave of absence without pay, scheduled non-work periods for partial year employees, or the time period between term contracts.
  - (b) an interruption of employment due to promotion out of the bargaining unit or out of a position specified in Article 1.01 (c) to other employment within

the University shall not break the continuity of employment, and the period of such interruption up to a total of twelve (12) months for positions excluded for reasons of confidentiality and twelve (12) months for positions excluded by reasons of management function, shall upon return to a position with the bargaining unit count towards the length of qualifying employment as if it had been in a position in the bargaining unit;

- (c) for an employee on the recall list who is recalled to a position within his/her own job grade or a lower job grade, the time period he/she is on the recall list, shall not break the continuity of employment, but the period that he/she is on the recall list shall not count towards the length of qualifying employment.
- (d) term employment after continuous work period(s) of at least four (4) months shall count as continuous employment for purposes of seniority.
- (e) seniority may be accumulated in a career or term position on a full-time, part-time or partial year basis, or in any combination thereof,

The seniority of term, partial year or part-time employees shall be determined on a pro-rata basis in accordance with the proportion of hours worked to full-time employment.

An interruption of non-employment due to separation and subsequent rehiring that does not exceed six (6) months shall not break the continuity of service but the period of interruption shall not count towards the length of qualifying employment and the earlier period of employment shall count as qualifying employment only after rehiring.

- (f) An employee who has been temporarily assigned to a position outside the bargaining unit shall continue to accrue seniority regardless of the length of the temporary assignment.

10.03 The University agrees to provide the Union with an up-to-date seniority list on ratification and thereafter no less than once every six (6) months.

#### **ARTICLE 11 - PROBATION**

- 11.01 (a) New employees in job grades up to and including grade four (4) shall be on probation for the first three (3) months following hiring and on request by the University before the expiry of such period, the parties may mutually agree to extend such probationary period. Such extension may be for any period which is mutually agreed, but shall not exceed three (3) months.

A term employee who is successful in obtaining a career position as specified in Article 16, Job Postings, for which the probationary period

would normally be three (3) months, and who has seven (7) continuous months of service with the University shall have his/her probationary period waived at the time of his/her appointment to his/her career position.

- (b) New employees in job grade five (5) and up to and including grade eleven (11), shall be on probation for the first six (6) months following hiring, and on request by the University before the expiry of such period, the parties may mutually agree to extend such probationary period. Such extension may be for any period which is mutually agreed, but shall not exceed three (3) months.

A term employee who is successful in obtaining a career position as specified in Article 16, Job Postings, for which the probationary period would normally be six (6) months, and who has ten (10) continuous months of service with the University shall have his/her probationary period waived at the time of his/her appointment to his/her career position.

- (c) New employees in job grade twelve (12) and above shall be on probation for the first nine (9) months following hiring, and on request by the University before the expiry of such period, the parties may mutually agree to extend such probationary period. Such extension may be for any period which is mutually agreed, but shall not exceed three (3) months.

A term employee who is successful in obtaining a career position as specified in Article 16, Job Postings, for which the probationary period would normally be nine (9) months, and who has twelve (12) continuous months of service with the University and satisfactory performance assessments on his/her official human resources file shall have his/her probationary period waived at the time of his/her appointment to his/her career position.

- (d) An interim probationary review prior to the conclusion of the employee's probationary period will be completed by the employee's supervisor. This interim probationary review will take place on the following schedule.

The interim probationary review shall be completed before the end of the second (2<sup>nd</sup>) month for an employee with a three (3) month probationary period, before the end of the fourth (4<sup>th</sup>) month for an employee with a six (6) month probationary period, and before the end of the sixth (6<sup>th</sup>) month for an employee with a nine (9) month probationary period.

The interim probationary review will assess the employee's progress towards becoming a career employee including identifying any areas in the employee's performance that requires development and/or appropriate action.

A final probationary review shall be completed by the supervisor at the conclusion of the established probationary period, or extension thereof. Such decision shall be communicated to the employee no later than two (2) weeks prior to the end of the probationary period or extension thereof.

- (e) During the probationary period, or extension thereof, the employee may be dismissed without cause and shall have no right to grieve discharge, but otherwise shall have all rights of employees in the bargaining unit.
- (f) Scheduled non-work periods shall not count towards the three (3), six (6), or nine (9) months probation period time, referred to in Article 11.01 (a)(b) (c) and (d) above.

## **ARTICLE 12 - TEMPORARY ASSIGNMENTS**

- 12.01 (a) A temporary assignment occurs when there is a temporary transfer from a home position to a task/assignment which may or may not have a position associated with it.
- (b) An employee who is temporarily assigned to perform a higher rated position shall continue to be paid his/her current rate for the first ten (10) working days of such assignment. Should such assignment exceed ten (10) working days, the employee shall be paid at the appropriate rate, as outlined in Article 21.10, for the higher rated position and shall be retroactively compensated at such rate to and including the first day of such assignment.
- (c) An employee may refuse to accept a temporary assignment which falls outside the bargaining unit, if such refusal does not seriously impact on the operational requirements of the department.
- 12.02 An employee who is temporarily assigned to perform a lower rated position shall continue to be paid his/her current rate for the duration of such assignment.
- 12.03 Work Away from Normal Location  
Members of the bargaining unit may be required to perform from time to time assigned tasks away from their normal place of work and residence, provided the University defrays all reasonable cost of their travel and of stay away from their place of residence. If the required stay includes a work-free weekend, and the bargaining unit member decides to return for such a weekend to his/her place of residence the University shall contribute to the cost of such travel only up to the equivalent of the normal cost of accommodation and meals which it would have paid for if the bargaining unit member had remained over the weekend at the site of his/her work assignment.

## **ARTICLE 13 - TERM POSITIONS AND TERM EMPLOYEES**

### 13.01 Definitions

#### (a) Term Position

A term position means a position additional to the University's established career complement and that has a specified start and end date.

#### (b) Term Employee

A term employee is an employee who occupies a term position or is hired against a career complement position that is temporarily vacant.

### 13.02 Term Position Conversions

#### (a) Positions Funded by Base Operating Budget

If a term position is established and continues to be required on an ongoing basis for a period of not less than thirty-six (36) months (3 years) the term position, subject to the University's approval, shall be assimilated into the University's established career complement within two (2) months of the third (3<sup>rd</sup>) anniversary date of the position. Such approval shall not be unreasonably withheld.

#### (b) Positions Funded by Sources other than Base Operating Budget

Term positions budgeted by other sources of funding (i.e. not funded by the University's base operating budget) shall not be eligible for conversion to career status but an employee in such a position will be eligible to receive severance, as per Article 13.06(e) in cases where the University determines that the position is no longer required.

### 13.03 Vacancies and Hiring Preferences

(a) Where a term position (funded by the University's base operating budget) is assimilated into the University's career complement pursuant to Article 13.02 (a) above, subject to Articles 16.15 and 16.21, and where the term employee has eighteen (18) months or more of continuous service with the University, the term employee who is occupying the term position at the time of conversion shall be converted in the newly created career complement position.

(b) Where a term position is assimilated into the University's career complement pursuant to Article 13.03 (a) above, subject to Article 16.15 and Article 16.21, and if the term employee occupying the position has less than eighteen (18) months continuous service with the University, the position shall be open for competition and posted in accordance with the provision of Article 16.06 (a).

## Terms and Conditions of Employment

### 13.04 Term Employees with Less than Four (4) Months Continuous Service

A term employee with less than four (4) months continuous service is subject to all articles of the Collective Agreement except as listed below.

Article 11	Probation
Article 18	Lay Off and Recall
Article 19	Separation from Employment
Article 20	Job Information
Article 21	Wages and Classifications
Article 22	Technological Change
Article 29	Staff Development
Article 31	Vacation
Article 32	Sick Leave
Article 33	Benefits

- (a) The University may terminate the contract at anytime and the term employee shall not be entitled to grieve such termination.
- (b) Confirmation of Notice  
If the term position continues to be required beyond the original stated end date, or is terminated earlier than initially anticipated, the University shall provide the term employee with as much notice as possible, but no less than one (1) week's notice of renewal or early termination.

13.05 Term Employees with More than Four (4) Months but Less than Twelve (12) Months Continuous Service

A Term Employee with more than four (4) months continuous service will be subject to and be entitled to (in addition to the provisions of Article 13.04 above) the following:

- (a) Semi-Private Coverage – the Employer shall pay 100% of the premiums for employees who are not otherwise covered by another equivalent or superior plan (i.e. in benefits and premiums).
- (b) Extended Health Benefits – the Employer shall for all employees pay 100% of the premium for all employees. There will also be a 60/40 co-insurance factor applied to all claims.
- (c) Dental Plan – The Employer shall pay 100% of the premium for all employees.
- (d) Sick Leave Coverage

A term employee shall be entitled to sick leave with pay only if he/she has been employed for four (4) continuous months, and shall then be entitled to accrue sick leave entitlement of one (1) working day for each completed month of continuous service, to a maximum of twelve (12) days per year from the anniversary date of appointment; any days not so used in the year or before the expiry of the term of employment, whichever is sooner, shall expire and may not be carried over to subsequent years or to subsequent terms for any purpose whatsoever; but in subsequent periods of



employment commencing within six (6) months from the expiry of the term, entitlement shall commence to accrue with no waiting period, provided that each term of employment is at least four (4) months.

(e) Vacation Credits

- (i) A term employee will be entitled to vacation leave with pay earned at the rate of one (1) day per month for each full month of employment.
- (ii) Any credit balance of accrued vacation leave standing on the leave account of a term employee shall be commuted to cash, on the day of separation from employment, at the rate of his/her last salary, otherwise, accrued vacation leave is not commutable to cash.

(f) Tuition Waiver/Rebate:

A term employee shall be entitled to attend one (1) credit or non-credit course taken at the University, in accordance with the provisions of Article 29.03 and Article 29.04 of the Collective Agreement during the first twelve (12) month period of completed service.

Or

to one (1) course taken through the tuition reimbursement system, in accordance with Article 29.03, Article 29.04, and Article 29.05 – during the first twelve (12) month period of completed service.

Courses offered through RAC are specifically excluded from the above.

- (g) A term employee with four (4) continuous months of service within the same position shall be supplied with a job description within one (1) week after the evaluation decision. Article 20.04 shall also apply.
- (h) For salary administration purposes, the term employee shall be paid within the appropriate grade established for this position. The employee will be paid within the appropriate grade established for the position within two (2) weeks after the evaluation decision, and the salary established for the position will be retroactive to the employee's four (4) month date in the position.
- (i) Confirmation of Notice:

If the term position continues to be required beyond the original stated end date, or is terminated earlier than initially anticipated, the University shall provide the term employee with as much notice as possible, but no less than two (2) week's notice of renewal or early termination.
- (j) The University may terminate the contract at anytime and the term employee shall not be entitled to grieve such termination. Otherwise, he/she shall have access to the grievance/arbitration Articles 7, 8 and 9.

### 13.06 Term Employees with Twelve (12) or More Months Continuous Service

A Term Employee with twelve (12) or more months of continuous service shall be entitled to all of the rights under the Collective Agreement and the full benefits package as if they were career employees, except for the following:

- (a) The University may terminate the contract for operational reasons and may decline to renew or extend the contract upon expiry and such decisions shall not be subject to the provisions of Articles 7 and 9.

A term employee, however, may grieve the termination of the contract when such termination is for other than operational reasons and is not a result of a decision not to renew or extend the contract upon expiry.

- (b) a term employee shall not have the right to access Article 18 - Lay Off and Recall provisions

- (c) a term employee may be eligible to participate in the Ryerson Retirement Pension Plan if:

- (i) he/she has completed twelve (12) consecutive and uninterrupted months of employment; or

- (ii) if he/she has completed twenty-four (24) consecutive and uninterrupted months of reduced work load employment with at least seven hundred (700) accumulated hours or earnings of at least thirty-five percent (35%) of the Years Maximum Pensionable Earnings (YMPE) in each of the previous two (2) consecutive calendar years.

Under the above provision, "reduced workload" refers to employees working more than twenty-four (24) hours per week but less than thirty-six and one-quarter (36 1/4) hours per week.

- (d) Confirmation of Notice

If the term position continues to be required beyond the original stated end date, or is terminated earlier than initially anticipated, the University shall provide the term employee with as much notice as possible, but no less than six (6) weeks' notice of renewal or early termination.

- (e) Severance Payment for Term Employees Whose Positions are Funded by Sources other than the University's Base Operating Budget

In circumstances where the University determines that term positions funded by sources other than the University's base operating budget will no longer be required, upon separation the term employee shall be entitled to receive severance pay based on their continuing service credits as follows:

- (i) 3 to 6 years of continuous service  
- fifty percent (50%) of the severance payment as per Article 18

- (ii) 6 to 10 years of continuous service  
- seventy five percent (75%) of the severance payment as per Article 18
- (iii) 10 plus years of continuous service  
- ninety percent (90%) of the severance payment as per Article 18

**ARTICLE 14 - RYERSON RESEARCH ASSISTANTS**

14.01 Research work shall not include teaching duties, evaluation of students and marking of students.

Departments engaged in research projects shall be permitted to hire Research Assistants subject to the following terms and conditions of employment. These employees shall not be subject to the following articles:

- Article 11 – Probation
- Article 12 – Temporary Assignments
- Article 13 – Term Positions and Term Employees
- Article 16 – Job Postings
- Article 18 – Lay Off and Recall
- Article 19 – Separation from Employment
- Article 20 – Job Information
- Article 21 – Wages and Classifications
- Article 22 – Technological Change
- Article 23 – Leave of Absence
- Article 27 – Hours of Work and Overtime
- Article 28 – On-Call Pay
- Article 29 – Staff Development
- Article 31 – Vacation
- Article 32 – Sick Leave
- Article 33 – Benefits
- Appendices A to I inclusive

14.02 Research Assistants shall have the status of term employees and be subject to the terms and conditions outlined in the clauses below.

14.03 Terms and Conditions of Employment

The University may terminate the contract of a Research Assistant at any time and the employee shall not be entitled to grieve such termination. Except for the foregoing, he/she shall have access to the grievance/arbitration Articles 7, 8 and 9.

14.04 Job Descriptions

Each department who hires a Research Assistant(s) shall prepare a job description for the position(s). Such job description(s) shall include start date

and end date of research project, nature of work, and the salary established, and such job description(s) shall be forwarded to the local Union. If possible the University will develop generic job descriptions for Research Assistants.

14.05 Hours of Work and Overtime

The hours of work for Research Assistant(s) shall be established by the individual user department. Research Assistants shall not be guaranteed work and when not on assignment they shall not receive any pay or payment in lieu of benefits.

14.06 Wages and Rates of Pay

The salary scale found in Appendix A of the agreement shall not apply to Research Assistants. These employees shall be paid in accordance with the funding allocated for salary purposes for each research project, however, the minimum wage of Research Assistants shall not be below the grade two (2) minimum of Appendix A of the Collective Agreement.

14.07 Benefits

Research Assistants shall be entitled to statutory required benefits - that is CPP, EIC and WSIB.

Research Assistants shall be entitled to sick leave with pay only if they have been employed for four (4) continuous months, and shall then be entitled to accrue sick leave entitlement of one (1) working day for each completed month of continuous service, to a maximum of twelve (12) days per year from the anniversary date of the appointment. Any such days not so used in the year or before the expiry of the term of employment, whichever is sooner, shall expire, and, as such, shall not be paid out at the expiry of the term of employment. Further, such days shall not be carried over to subsequent terms or appointments for any purpose whatsoever.

14.08 Vacation

Six percent (6%) vacation pay and eight percent (8%) vacation pay after accumulating 1,885 hours shall be paid in addition to the employees actual hourly rate of pay in each bi-weekly pay cycle for the period(s) the employee is actively working at the University.

14.09 Tuition Waiver/Rebate

After six (6) months of qualifying employment or the accumulation of 628 hours of actual hours worked, whichever is earlier, a Research Assistant shall have access to Article 13.05 (f).

14.10 Notwithstanding the provisions of Article 14.01, a Research Assistant shall be entitled to apply to positions posted as provided for in Article 16, Job Postings.

14.11 Should an existing bargaining unit member accept a Research Assistant contract, the bargaining unit member shall be paid at the rate established in the research contract. The bargaining unit member shall not be paid on an overtime basis for research work.

## **ARTICLE 15 – FOOD SERVICES**

### 15.01 Definitions:

Food Services areas are responsible for providing food and catering services to the Ryerson community. Such services are normally located in the Hub, the International Living Learning Centre (ILLC) and the residence(s).

Food Services Positions are career positions with a partial work year and/or term positions that are not funded by the University's base operating budget (i.e. other sources of funding) and have specified start and end dates.

Food Services Employees are:

- (a) Career Employees who have proprietary rights to established career complement positions and their work year is less than twelve (12) months in duration, normally from September to mid-April (i.e. partial year employee) and work in the Hub, residence(s) or the ILLC, or
- (b) Term employees who occupy term positions (with specified start and end dates) that are not funded by the University's base operating budget (i.e. other sources of funding) or who occupy career complement positions which are temporarily vacant and work in the Hub, residence(s) or the ILLC.

### 15.02 Non-eligibility for Conversion

Food Services term positions are not funded by the University's base operating budget (i.e. funded by other sources of funding) and are not eligible for conversion to career status. Employees in such positions will be eligible to receive severance as outlined in 15.09(e) below in cases where the University determines that such term positions are no longer required.

### 15.03 Nature of Appointments & Non-Work Periods

#### (a) Appointments

The term of employment for Food Services employees will normally commence in September and end in mid April. The specific start and end dates of individual term contracts will be communicated to employees in writing two (2) weeks prior to the start date.

The parties recognize that, regardless of the cumulative length of, or the number of successive term appointments made, there is no expectation of continued employment beyond the term of the current appointment.

#### (b) Non-Work Periods

The non-work periods are as follows:

- (i) December Non- Work Period – normally in December during Exam period and University closure for partial period in December to allow for maintenance work.

(ii) February Reading Week Non- Work Period – normally one (1) week in February.

(iii) Summer Non-Work Period– normally mid-April to the end of August

15.04 Work Assignment/Schedules During Non-Work Period

(a) Planning for Scheduled Non-Work Periods

Five (5) weeks prior to the scheduled non-work periods outlined above, the University will establish the appropriate number of term positions required in the Food Services and in the ILLC area with notional hours of thirty-six and one quarter (36.25) per week.

With respect to the Summer Non-Work Period, the University will establish ten (10) term positions in the Food Services area and six (6) term positions in the ILLC area with notional hours of thirty-six and one quarter (36.25) per week.

Each term position will include a range of duties as defined by the University.

(b) Communication of Non-Work Period Term Positions

The University will inform the local Union of the non-work period term positions and associated work schedules in Food Services and/or ILLC prior to conferring with each active Food Services employee prior to the scheduled non-work period.

Food Services management will confer with each active Food Services employee four (4) weeks prior to the scheduled non-work period.

(c) Confirmation of Term Appointment

The employee will confirm his/her commitment to work the entire non-work period (save and except any approved vacation entitlement) and his/her willingness to perform the full range of defined duties and responsibilities of the scheduled non-work term positions. This confirmation will be made in writing, on a University provided form, by the following dates:

- early December for the December non-work period;
- early February for the February non-work period; and
- early April for the Summer non-work period

Such documentation will only be used for the purposes of assigning work to the employees.

(d) The criteria for selection will be a combination of the employee's availability, and skills and ability, to perform the full range of the defined duties of the non-work period term position. In the event that more qualified employees than are required indicate an intent to work during the non-work period seniority shall be used to assign the non-work term positions.

(e) Rates of Pay

Employees who occupy any of the term positions during any of the non-work periods will receive their normal OPSEU wage rate.

15.05 Hours of Work

Article 27 of the Collective Agreement shall apply except for the scheduled non-work periods and Sundays as outlined below.

(a) Summer Non-Work Period

The notice provisions regarding altering a shift schedule (as outlined in Article 27 of the Collective Agreement) shall not apply during the summer non-work period.

Employees will be guaranteed a minimum of three (3) hours of pay at their OPSEU wage rate for each day that they are scheduled to be and are present at work. The University retains the absolute right to send an employee home prior to the scheduled end of his or her shift without pay, subject to the aforementioned three (3) hour pay minimum.

The University further maintains the right to cancel an employee's shift without pay provided at least twelve (12) hours advance notice is given to the employee. Notice can be provided to the employee either in person or by phoning the contact number that the employee has provided to the University.

Any employee who works approved and assigned hours beyond thirty-six and one quarter (36.25) hours per week will be paid for such hours at the rate of one and one-half (1 ½) times his/her regular OPSEU rate of pay.

(b) Sunday Payment

Article 27.08, Sunday payment, shall not apply to Food Services employees (i.e. employees who work in the Hub, residence(s) or ILLC).

Where work is performed on a calendar Sunday by employees who work in Food Services they shall be paid, for all hours worked on Sunday, at their regular rate of pay.

Work that is carried out on a calendar Sunday constitutes part of the employee's normal work week. This work schedule shall be referred to as a "continental work week." Employees who work a continental work week will normally receive two (2) consecutive days off other than Saturdays or Sundays.

If approved and assigned to work on a designated day off, the employee shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

15.06 Use of Vacation Credits and Compensating Time Off Credits During Non-Work Period

(a) Career Employees With a Partial Work Year

A full-time career employee with a partial work year may use vacation credits and/or compensating time off credits in respect of any scheduled non-work period during the designated work year. However, any outstanding vacation credits and/or compensating time off credits not used in this manner shall, as the PYE employee elects, be applied to the end of the scheduled work period or shall be paid out in a lump sum form at the end of the scheduled work period.

Where a PYE employee elects to apply vacation credits to the end of the scheduled work period, the end date of said period will be adjusted accordingly. Notwithstanding this paragraph, partial year employees may carry over a maximum of ten (10) vacation credits to the next designated work year.

(b) Term Employees

If a term employee with a scheduled non-work period elects to use his/her vacation credits against a designated non-work period he/she may do so by informing his/her immediate supervisor.

Term employees may use vacation credits and/or compensating time off credits in respect of any scheduled non-work period during the designated work year. A term employee can elect to apply vacation credits and/or compensating time off credits to the end of his/her scheduled work period, up to a total of five (5) such days, and as such the work period end date will be adjusted accordingly.

Any outstanding vacation credits remaining on his/her account shall be commuted to cash upon his/her separation date from the University. Any negative balances in the term employee's vacation account shall be automatically deducted from his/her final pay cheque at the conclusion of the term appointment.

Terms and Conditions of Employment

15.07 Term Employees with Less than Four (4) Months Continuous Service

A term employee with less than four (4) months continuous service is subject to all articles of the Collective Agreement except as listed below.

Article 11	Probation
Article 18	Lay Off and Recall
Article 19	Separation from Employment
Article 20	Job Information
Article 21	Wages and Classifications
Article 22	Technological Change



Article 29	Staff Development
Article 31	Vacation
Article 32	Sick Leave
Article 33	Benefits

- (a) The University may terminate the contract at anytime and the term employee shall not be entitled to grieve such termination.
- (b) Confirmation of Notice  
If the term position continues to be required beyond the original stated end date, or is terminated earlier than initially anticipated, the University shall provide the term employee with as much notice as possible, but no less than one (1) week's notice of renewal or early termination.

15.08 Term Employees with More than Four (4) Months but Less than Twelve (12) Months Continuous Service

A Term Employee with more than (four) 4 months continuous service will be subject to and be entitled to (in addition to the provisions of Article 15.07 above) the following:

- (a) Semi-Private Coverage - the Employer shall pay 100% of the premiums for employees who are not otherwise covered by another equivalent or superior plan (i.e. in benefits and premiums).
- (b) Extended Health Benefits - the Employer shall for all employees pay 100% of the premium for all employees. There will also be a 60/40 co-insurance factor applied to all claims.
- (c) Dental Plan - The Employer shall pay 100% of the premium for all employees.
- (d) Sick Leave Coverage  
A term employee shall be entitled to sick leave with pay only if he/she has been employed for four (4) continuous months, and shall then be entitled to accrue sick leave entitlement of one (1) working day for each completed month of continuous service, to a maximum of twelve (12) days per year from the anniversary date of appointment; any days not so used in the year or before the expiry of the term of employment, whichever is sooner, shall expire and may not be carried over to subsequent years or to subsequent terms for any purpose whatsoever; but in subsequent periods of employment commencing within six (6) months from the expiry of the term, entitlement shall commence to accrue with no waiting period, provided that each term of employment is at least four (4) months.

- (e) Vacation Credits  
(i) A term employee will be entitled to vacation leave with pay earned at the rate of one (1) day per month for each full month of employment.  
(ii) Any credit balance of accrued vacation leave standing on the leave account of a term employee shall be commuted to cash, on the day of separation from employment, at the rate of his/her last salary, otherwise, accrued vacation leave is not commutable to cash.

(f) Tuition Waiver/Rebate

A term employee shall be entitled to attend one (1) credit or non-credit course taken at the University, in accordance with the provisions of Article 29.03 and Article 29.04 of the Collective Agreement during the first twelve (12) month period of completed service.

or

to one (1) course taken through the tuition reimbursement system, in accordance with Article 29.03, Article 29.04, and Article 29.05 - during the first twelve (12) month period of completed service.

Courses offered through RAC are specifically excluded from the above.

- (g) A term employee with four (4) continuous months of service within the same position shall be supplied with a job description within one (1) week after the evaluation decision. Article 20.04 shall also apply.
- (h) For salary administration purposes, the term employee shall be paid within the appropriate grade established for this position. The employee will be paid within the appropriate grade established for the position within two (2) weeks after the evaluation decision, and the salary established for the position will be retroactive to the employee's four (4) month date in the position.
- (i) Confirmation of Notice  
If the term position continues to be required beyond the original stated end date, or is terminated earlier than initially anticipated, the University shall provide the term employee with as much notice as possible, but no less than two (2) week's notice of renewal or early termination.
- (j) The University may terminate the contract at anytime and the term employee shall not be entitled to grieve such termination. Otherwise, he/she shall have access to the grievance/arbitration Articles 7, 8 and 9.

15.09 Term Employees with Twelve (12) or More Months Continuous Service

A Term Employee with twelve (12) or more months of continuous service shall be entitled to all of the rights under the Collective Agreement and the full benefits package as if they were career employees, except for the following:

- (a) The University may terminate the contract for operational reasons and may decline to renew or extend the contract upon expiry and such decisions shall not be subject to the provisions of Articles 7 and 9.

A term employee, however, may grieve the termination of the contract when such termination is for other than operational reasons and is not a result of a decision not to renew or extend the contract upon expiry.

- (b) a term employee shall not have the right to access Article 18 - Lay Off and Recall provisions
- (c) The University will make available to Food Services term employees with twelve (12) or more months of continuous service access to the University's group Registered Retirement Savings Plan. Such plan will provide that participation in the plan by an employee is voluntary and where an employee elects to contribute to the plan the University will contribute an equal amount to a maximum of four percent (4%) of the employee's actual salary.

Term employees who meet the requirements to participate in the Ryerson Retirement Pension Plan cannot access the University's group Registered Retirement Savings Plan.

- (d) Confirmation of Notice  
If the term position continues to be required beyond the original stated end date, or is terminated earlier than initially anticipated, the University shall provide the term employee with as much notice as possible, but no less than six (6) weeks' notice of renewal or early termination.
- (e) Severance Payment for Term Employees Whose Positions are Funded by Sources other than the University's Base Operating Budget:

In circumstances where the University determines that Food Services term positions that are funded by sources other than the University's base operating budget will no longer be required, upon separation the term employee shall be entitled to receive severance pay based on their continuing service credits as follows:

- (i) 3 to 6 years of continuous service  
- fifty percent (50%) of the severance payment as per Article 18
- (ii) 6 to 10 years of continuous service  
- seventy five percent (75%) of the severance payment as per Article 18
- (iii) 10 plus years of continuous service  
- ninety percent (90%) of the severance payment as per Article 18

15.10 Career Employees with a Partial Work Year:

Career employees, including partial year employees, will receive the applicable benefits as outlined in Article 33.

**ARTICLE 16 - JOB POSTINGS**

16.01 Definitions

(a) Vacant Position

Vacant position occurs when:

- (i) An existing career complement position is vacated by the incumbent on a permanent basis.
- (ii) A new career complement or a new term position is established.
- (iii) An existing career complement or term position has changed sufficiently that the incumbent ceases to have proprietary rights to the position.

(b) Temporary Vacancy

A temporary vacancy occurs:

When an incumbent has vacated either a career complement position or a term position, subject to Article 16.15 below, for a specified period of time and the incumbent retains proprietary rights to the vacant position.

16.02 The parties agree that promotion and advancement opportunities be made available to bargaining unit members before awarding opportunities to applicants from outside the bargaining unit. The parties also agree that subject to operational requirements, the use of underfills, where practical, to enhance promotion and advancement opportunities for bargaining unit members, shall be encouraged.

16.03 Selection Committee

A selection committee consisting of the immediate non-bargaining unit supervisor and no less than two (2) other excluded staff members shall be convened for every job vacancy, within the bargaining unit, which is posted. At the discretion of the hiring manager one excluded staff member may be replaced with a bargaining unit employee who has lead hand type responsibilities in connection with the vacancy. This bargaining unit employee shall have input into the selection process as outlined in Article 16.03 (i) to (v) inclusive, but he/she shall not have hiring authority. This input shall end the participation of the bargaining unit member in the job competition process.

The selection committee shall in each instance:

- (i) Establish written selection criteria for the posted vacancy based on the requirements of the position, as outlined in Article 16.07 (a), (b) and (c) below.
- (ii) Establish a series of interview questions related to the selection criteria designed to elicit information from applicants.
- (iii) Establish a methodology by which the selection process is to proceed. Should the selection committee decide to administer tests during any stage of the process, such tests shall be related to the job requirements.
- (iv) Establish an evaluation process which will assist the selection committee in assessing and evaluating the applicants in relation to the selection criteria.
- (v) Complete a written evaluation of each candidate and add it to the official University job competition file.

Responsibility of the Candidate

- (vi) Applications for each vacant position must be in writing (electronic only), accompanied by an updated resume.
- (vii) Employees applying for posted vacancies are responsible for providing the selection committee with all relevant data concerning their candidacy.

Information on the Selection Process

- (viii) At the employee's written request, the University shall release to the employee and/or the local Union representative the written (electronic only) evaluation of his/her candidacy, and the written evaluation (electronic only) of the successful candidate and supporting documentation used by the selection committee as defined in Article 16.03 (i) to (v) inclusive.

16.04 Employees Eligible to Apply for Position Vacancies:

Full time career employees may apply for job postings as provided for in Article 16 upon completion of their probationary period.

16.05 Time Limits

The University shall complete the internal job posting and selection process for filling vacancies normally within three (3) months. In the case where the employee fails to give proper notice, as defined in Article 19.01 (a), the shortfall of the required notice period shall be added to the three (3) month period referred to above.

In the case of restructuring of a vacant position, the restructuring of the position, including a revised job description and internal job posting and selection process shall take place after the position has been restructured. This process shall take place within a six (6) month time period.

The successful internal applicant shall be placed into the appropriate vacant position within four (4) weeks of the acceptance of the verbal offer made to the applicant by the Human Resources Department.

16.06 Posting of Vacant Positions

- (a) Prior to filling a vacant position in the bargaining unit (save and except a term position of four (4) months or less), the vacancy will be posted on the central board which is the job postings board outside of the Human Resources Department and will be distributed to all departments in the University for posting and circulation within the department, for a period of five (5) working days before placing any outside advertising.
- (b) The posting provision as outlined in (a) above, shall be waived for vacant grade one (1) positions.
- (c) Employees may make applications for such positions within the five (5) working day posting period, and all such applications shall be considered and answered by the University before considering any applicant from outside the bargaining unit.

The Human Resources Department shall acknowledge receipt of an application in respect of a posted vacancy no later than one (1) week following the closing date on the posted vacancy notice.

- (d) Notwithstanding Article 16.06 (a) above, the University shall not be required to re-post a position which has become vacant within three (3) months of the last posting date provided that the applications of those candidates that the University previously deemed to meet the minimum qualifications of the position are reviewed.

16.07 Where the University fills the position from within the bargaining unit, the following factors shall be considered:

- (a) qualifications which are reasonably related to the requirements of the posted position
- (b) relevant experience obtained in their working career
- (c) skill and ability to perform the normal requirements of the position
- (d) seniority

The selection panel and hiring manager shall have the right to review the employee's official Human Resources file, including job performance and attendance information. Internal reference checks shall also be incorporated into the selection process. Employees with positive performance and attendance records/references shall be credited with bonus points relative to

the overall rating score developed for the vacancy. Such bonus points shall not exceed ten percent (10%) of the overall points.

Where the factors in (a) and (b) and (c) immediately above are, as between or amongst employees, relatively equal, then the factor in (d) immediately above shall govern.

16.08 Equivalency

Whenever possible, an equivalency to an academic credential shall be developed based on a combination of experience and education for purposes of the job posting article. The equivalency statement so developed shall be included in the job vacancy announcement.

16.09 The five (5) working days during which, as a minimum, a vacancy announcement is to remain posted shall be deemed to have been completed if it has been placed on the board five (5) full working days prior to the date by which applications for the vacant position are to be received.

16.10 A vacancy announcement shall contain the following information regarding the vacant position:

- (a) title,
- (b) grade,
- (c) salary range,
- (d) location within one of the organizational entities of the University,
- (e) identification of supervisor,
- (f) job summary,
- (g) statement of qualifications expected,
- (h) deadline for receipt of applications,
- (i) date of announcement,
- (j) hours of work,
- (k) if the possibility of an underfill exists it shall be so stated
- (l) position number
- (m) any occupational test(s) required

16.11 Underfill

(a) If underfilling becomes an option to filling the vacancy and this was not indicated on the job vacancy announcement, the vacancy shall be reposted with the appropriate notation in accordance with Article 16.06 (a) above.

(b) Where an employee has been selected to fill a vacant position on an underfill basis, the University shall cover in the letter of offer to the employee the following points:

- (i) underfill grade as well as the classified grade
- (ii) salary
- (iii) developmental plan indicating what the employee needs to acquire to achieve the classified grade

- (iv) time by which the employee must attain the full competence to do the job
- (v) the necessary action to be taken should the employee not achieve the desired requirements of the position within the specified period of time.

(c) The employee shall have the right to Union representation at any meeting at which the criteria for underfilling a position are discussed.

Note: See Article 21.13 for pay administration of underfills

16.12 All candidates who applied in response to a specific vacancy posting, and the Union, shall be advised of the outcome of the selection process within five (5) working days of the final decision.

16.13 If the posting process does not result in filling of the position, and the Employer decides to discontinue its attempts to fill it, the local Union will be so advised, within five (5) working days of the decision.

16.14 (a) During the initial period of an appointment to any position, the Department shall make every reasonable effort to familiarize the new incumbent employee with the nature and requirements of the position and to provide, subject to availability of the necessary resources in the Department concerned, such on-the-job training as in the University's opinion the employee may require.

(b) In addition, during this initial period, and annually thereafter, the employee's supervisor will establish reasonable written performance objectives based on the employee's job description that the employee shall be required to achieve over the next twelve (12) month period.

The employee will be given an opportunity to provide input into the final objectives.

At the completion of the year, the manager will assess the employee's performance and progress against the objectives established for that year and take appropriate action with the employee which may include a training and development plan.

The employee shall be provided with an opportunity to formally respond to both the assessment and training and development plan.

16.15 If a vacancy is to be filled by an employee pursuant to the provisions of Article 18 - Lay Off and Recall, the provisions of Article 16 shall not apply, save and except Article 16.14 above, which shall apply.



### Posting of Temporary Vacancies

- 16.16 When a temporary vacancy of four (4) months or more occurs, it shall be open for competition and posted in accordance with the provisions of Article 16.06 (a) above.
- 16.17 (a) Where an employee has been selected to fill a temporary vacancy pursuant to Article 16.16 above, and is a career employee, he/she shall be guaranteed a return to his/her home position, at the conclusion of the temporary assignment.
- (b) The guarantee to return to home position shall apply in the case of renewal or extension of the original temporary vacancy for an additional time period of up to and including twelve (12) months. The guarantee to return to home position shall not apply in cases where the employee is successful in attaining another temporary vacancy which runs contiguously with the temporary assignment which has just been completed.
- 16.18 It is understood that subsequent temporary vacancies which occur because of the application of Article 16.16 above, are not subject to the provisions of Article 16.16 above.
- 16.19 Guaranteed Return to Home for Employees Occupying Term Positions
- (a) Where a full time career employee has been selected to fill a term position, he/she will be guaranteed a return to his/her home position, at the conclusion of the term position, if their home position still exists. Such guarantee to return to his/her home position shall not apply in the case of renewal and/or extension of the employee's term appointment.
- (b) It is understood that subsequent temporary vacancies that occur because of the application Article 16.19 (a) above are not entitled to the provisions of 16.16 and 16.17 above.
- 16.20 Transfers  
A transfer means the assignment of an employee from one position to another position, at the same grade, on a permanent basis.
- 16.21 When transferring an employee to a vacant career complement position, the assignment of employees on the recall list or those who have been declared surplus, shall take precedence over all other transfers.
- (a) The University shall permit a more senior employee to decline a transfer provided a less senior employee is fully qualified and able to perform the required assignment.
- (b) When the transfer occurs because of a change in the way in which work is performed in a home department/division, and this change requires the reorganization of tasks and responsibilities, the more senior employee can

decline a transfer on the same basis as provided in Article 16.21 (a) except that he/she must have the skills and abilities to perform the reorganized duties.

#### **ARTICLE 17 - REORGANIZATIONS**

- 17.01 (a) In the case of a reorganization of a department, the local Union and the affected employees shall, as far as in advance as possible, be advised of the changes before implementation. The University shall give the Union and the affected employees every opportunity to present their views and input before implementation. Subsequent to the meeting in which management outlines its reorganization plans in writing to the Union representatives, the local Union shall then have a period of fifteen (15) working days in which to respond, in writing, to the proposed reorganization.
- (b) In the case of restructuring within a department and where the position complement remains the same but where the existing career complement or term position(s) duties and responsibilities change sufficiently, the resulting new position(s) shall be posted, as outlined in Article 16.06 (a), and the competition(s) shall be limited to the department.
- (c) Where employee(s) job duties are changed due to a reorganization, the employee(s), prior to implementation, will be presented with the revised job description(s). In the event that the affected employee(s) position(s) are evaluated at a lower level, the incumbent(s) salary shall be treated in the manner outlined in Appendix B of this agreement.

#### **ARTICLE 18 - LAYOFF AND RECALL**

- 18.01 (a) A layoff occurs when a career position is declared redundant and the majority of its functions are discontinued.
- (b) In the event of layoff within a department, of an employee or employees who have completed the probationary period (except term employees), the University shall give as much notice as possible but in no case less than twelve (12) weeks' notice of the designation of such employees for layoff, in the position(s) affected in the department in question, in the reverse order of their seniority, provided that the employees remaining in the department have the skill, ability and qualifications to perform the work remaining in the department. At the same time, the University shall endeavour to identify vacancies or potential available displacements, and shall then consult with potentially affected employees and the Union.

18.02 An employee who has completed the probationary period who is designated for layoff shall have the right to:

- (a) accept the layoff: or
- (b) accept a vacancy, if available, in a position in the employee's own job grade. If the University cannot identify a vacancy in the employee's own job grade within the University, then the University will endeavour to identify a vacancy in a range not lower than two (2) grades below the employee's own job provided that the employee designated for layoff can perform the duties of the position with training:
- (c) Where an employee has been selected to fill the position, in his/her own job grade or in a range not lower than two (2) grades below his/her job grade, with training, the University shall cover in the letter of offer to the employee the following points:

- (i) the developmental plan indicating what skills the employee needs to acquire in order to achieve the full requirements of the position.
- (ii) time by which the employee must attain the skills identified in (i) above, in order to perform the job. The time period shall not exceed twelve (12) weeks.
- (iii) the options available to the employee if he/she does not achieve the requirements of the position within the specified period of time, e.g.) acceptance of severance or placement on recall list as outlined in Article 18.03 (a) and Article 18.03 (b) below.

During the period of training, the employee's salary shall remain unchanged. Once the employee is confirmed into the position his/her salary shall remain unchanged for a total period of fifty two (52) weeks including the training period. Thereafter the employee's salary shall be adjusted to the appropriate step of the lower salary grade or the maximum of the lower salary grade, whichever is applicable.

The Union will be notified prior to the offer to the employee. The employee shall have the right to Union representation at any meeting at which the criteria for training are discussed.

- (iv) Refusal to accept such vacancy, with training if not qualified, shall result in layoff. If no such vacancy exists, the employee may:
- (d) displace one employee who has less seniority commencing with the least senior employee *in* a position within the employee's own job grade or within a range not lower than two (2) grades below the employee's own job, provided that the employee designated for layoff can perform the duties of

such position with an appropriate period of familiarization pursuant to Article 16.14(a).

- (e) the employee displaced under Article 18.02 (d) above, may elect to accept the layoff, or may displace one (1) further employee, on the same terms and under the same conditions as described in Article 18.02 (d) above; the employee so displaced shall be laid off.
- (f) the employee displaced under Article 18.02 (e) above, may elect to accept the layoff, or may displace one (1) further employee, on the same terms and under the same conditions as described in Article 18.02 (e) above; the employee so displaced shall be laid off.
- (g) An employee who has displaced another employee within a range not lower than two (2) grades below the employee's own job grade the employee's salary shall remain unchanged for a total period of six (6) months following the date of displacement. Thereafter, the employee's salary shall be adjusted to the appropriate step of the lower salary grade or the maximum salary grade, whichever is applicable.
- (h) The employee receiving notice of designation of layoff or of displacement, as the case may be, shall make any election available to him/her within two (2) weeks of receiving such notice. Failure to make such election shall be deemed to be an election to accept the layoff.

18.03 An employee who elects layoff or is otherwise laid off or displaced may:

- (a) accept severance pay equal to three (3) weeks' pay at his/her regular rate of pay for each completed year of service, to a maximum of forty-two (42) weeks', provided he/she waives all rights of recall; or
- (b) have the right to be recalled to employment by order of seniority for up to twenty-four (24) weeks from the date of layoff for employees with up to one (1) year's service, or up to fifty-two (52) weeks from the date of layoff for an employee with one (1) year or more of service, to a position within the person's own job grade or a lower job grade, provided that the person can perform the duties of the position with training, subject to the same conditions as outlined in Article 18.02 (c)(i) to (iii) above.

The employee shall elect Article 18.03 (a) or (b) above, in writing, at the same time as the election under Article 18.02. Failure to so elect shall be deemed to be an election of option Article 18.03 (a) above.

- (c) An employee who elects the severance option shall be entitled to a waiver of tuition fees to a maximum of \$2,500.00 for any course(s) taken through the University, up to a period of three years from the effective date of lay-off. It is understood and agreed that the admission to any courses shall be

based on the University's and School's/Department's normal admission requirements and regulations.

- 18.04 An employee to be recalled to work shall be sent notice at his/her last address on file with the Employer by registered mail. The Union shall receive a copy of the recall notice. The employee shall contact the Employer within five (5) working days of receipt of recall notice and indicate agreement to accept recall and shall report to work within a further five (5) working days or such longer period as may be mutually agreed to or lose any right of further recall and be terminated.

#### **ARTICLE 19 - SEPARATION FROM EMPLOYMENT**

19.01 (a) Resignation

Members of the bargaining unit may resign their appointment by giving notice in writing as soon as possible, but not less than (1) one week if their period of employment is less than two (2) years; two (2) weeks if their period of employment is more than two (2) years but less than five (5) years; and four (4) weeks notice if their period of employment is five (5) years or more.

The notice shall be addressed to the immediate supervisor with a copy to the Human Resources Department.

(b) Absent Without Permission

Absence from work without leave or beyond approved leave extending over a period of more than three (3) working days in the case of members of the bargaining unit with a period of employment of not more than three (3) months, and five (5) working days in the case of those with a longer period of employment may be construed by the University as resignation without due notice.

19.02 Retirement and Other Separations

Members of the bargaining unit may retire at the end of the month in which they reach their sixty-fifth (65<sup>th</sup>) birthday.

- 19.03 During any period of notice required by this agreement, the member of the bargaining unit shall continue in normal employment status, i.e. shall be either at work or on leave and be entitled to his/her salary and his/her benefits coverage. However, the University at its discretion may waive the requirement of attendance at work or require the bargaining unit member concerned to abstain from such attendance during all or part of the notice period. The University and bargaining unit member concerned may also agree upon curtailment of any required notice period.

19.04 The effective date of separation shall be the last day of any required, or any agreed curtailed, period of notice, or the retirement date. The employee will not be permitted to take any vacation or time off in lieu credits either immediately preceding or immediately following the official separation date. The employee shall receive their regular salary as listed below on the next regular scheduled pay date following the last day of their employment.

- (i) his/her salary and any premiums earned until then;
- (ii) commutation to cash of any annual leave (vacation) then standing to his/her credit; and
- (iii) any separation allowance to which he/she may be entitled.

This process does not apply to scheduled non-work periods of partial year employees.

**NOTE:** In addition, the bargaining unit member who is a member of the Ryerson Retirement Pension Plan shall receive from the Trustee of the Plan such benefits as he/she may be entitled to at the time in accordance with the practices of the Plan under the provisions of the Plan.

Any applicable separation allowance shall be suitably prorated in respect of any uncompleted year of employment.

## **ARTICLE 20 - JOB INFORMATION**

20.01 The University shall maintain a system of job information which includes job descriptions (major responsibilities), Position Description Questionnaires (PDQs), rating sheets and job evaluation data for all positions including term positions in the bargaining unit as defined in Article 13.05 and Article 15.08(g).

20.02 A job description shall contain the following:

- (a) Position Title;
- (b) Position number;
- (c) Position status;
- (d) Department;
- (e) Title of Supervisor;
- (f) Grade;
- (g) Major duties and responsibilities of the position;
- (h) Job summary;
- (i) Effective date of the job description;
- (j) Current shift or shifts.

- 20.03 The University shall provide all bargaining unit members and the local Union with revised and new job descriptions and factor analyses in the bargaining unit.
- 20.04 Term employees as defined in Article 13.05 and Article 15.08(g) with four (4) continuous months of service in the same position shall be supplied with job descriptions. The local Union shall make such use of the job descriptions and factor analyses as it sees fit, including disclosure and provision of copies to employees of job descriptions concerning positions occupied by other employees.
- 20.05 Members of the bargaining unit shall execute all official tasks consistent with the nature of their job which are set for them, and to comply with instructions from their supervisors. Some of the tasks so required may be additional to those specified in the relevant job descriptions, it being recognized by the parties that job descriptions are only an outline of the main tasks and responsibilities to be performed in the various positions: however, other duties may be assigned as required.

If the incumbent feels the rating of his/her position is affected by assigned other duties he/she may initiate a request for a job review by following the required procedures.

An employee shall not be obliged to perform any duties of a personal nature not connected with the approved operations of the University.

- 20.06 Where the University requires an employee to possess a specific accreditation or certification in order to carry out his/her position's duties as defined in the approved job description, the University shall pay the cost of maintaining such accreditation or certification.

## **ARTICLE 21 - WAGES AND CLASSIFICATIONS**

- 21.01 (a) Base annual salaries paid to eligible employees shall be in accordance with Appendix A.
- (b) The annual base salary is based on working a full year at the weekly hours specified in Article 27.01 (a) or 27.02 (a) and (b); any part-time work or partial year assignment shall result in a reduced annual base salary, pro-rata.
- (c) Base annual salaries shall be paid on a bi-weekly payroll cycle.
- (d) Nothing in this Article or the Collective Agreement prevents the University from paying employees non-base adjustments on a bi-weekly, quarterly or annual basis in addition to the annual base salaries as outlined in Appendix A, and in accordance with Appendix I, Market Adjustment.

- 21.02 (a) To qualify for an increment which increases the employees annual base salary, employees must meet the following conditions:
- (i) shall not be at the maximum or over the maximum of his/her salary grade.
  - (b) Employees who qualify for an increment shall, on their anniversary date, have their annual base salary increased to the next step in the applicable salary range.
  - (c) All increments to base salary shall be subject to the maximum of the salary grade. The anniversary date is the same date as the seniority start date.
  - (d) Anniversary dates for University employees promoted into the bargaining unit for purposes of increment adjustments only shall be the date the employee commenced employment at the University. This date however shall not be used for seniority purposes. Accumulation of seniority shall commence on the date such employee started work in the bargaining unit.
  - (e) Promotional adjustments for University employees who are promoted into the bargaining unit shall be consistent with Article 21.10 below, of the Collective Agreement.

#### Red Circled Employees

- 21.03 Employees who are “red-circled” or become “red-circled” as a result of reclassification, and whose base annual salary is above the maximum of the lower-graded position, shall have their salary protected at the higher salary level for a maximum of eighteen (18) months following implementation of the revised grade. Thereafter, the salary shall be reduced to the maximum of the lower salary grade.
- 21.04 Annual base salaries of employees who are currently red-circled, who become red circled or receive a demotion during the life of this agreement shall be administered in accordance with the Demotions and Red Circle Policy, Appendix B, pursuant to this Collective Agreement.

#### Salary Increases Upon Promotion or Reclassification

- 21.05 In cases where an employee obtains a promotion of one (1) grade or in cases where an employee’s position is reclassified upwards by one (1) grade, the employee’s base annual salary shall be adjusted to the step in the new salary grade which is closest to but not lower than the employee’s current salary. If this step represents less than six percent (6%) of the employee’s current salary, the employee’s new salary will be adjusted to the next step. All promotional and reclassification increases shall be subject to the maximum of the new salary grade.



In cases where an employee obtains a promotion of two (2) grades or more or in cases where an employee's position is reclassified upwards by two (2) grades or more, the employee's base annual salary shall be adjusted to the step in the new salary grade which is closest to but not lower than the employee's current salary. If this step represents less than ten percent (10%) of the employee's current salary, the employee's new salary will be adjusted to the next step. All promotional and reclassification increases shall be subject to the maximum of the new salary grade.

#### New Hires

21.06 Normally, new employees may be hired at the minimum of the salary grade or up to a maximum of three (3) steps above the minimum of the salary grade.

In circumstances where the University deems it necessary to offer a hiring salary above step three (3), the University shall provide the local Union with the rationale for this decision. The local Union shall not unreasonably withhold its agreement.

#### Term Employees with Less than Four (4) Months Employment

21.07 The University agrees to advise the local Union of the salary paid to an employee on a term appointment of four (4) months or less by forwarding to the local Union a copy of the hiring requisition for such an employee.

#### 21.08 New Job Classification

Where the University determines during the term of this Agreement that a new job classification is required, the University will advise the Union of such new job classification and wage rate. If requested, the University agrees to meet with the local Union to hear any representations provided the same are made promptly.

#### Pay Cycle

21.09 Employees shall be paid every second Friday by electronic direct deposit.

#### Salary Increases for Temporary Assignments:

21.10 For an employee who is temporarily assigned to perform a higher rated position, the employee's acting allowance shall be treated in the same manner as if the employee was reclassified or promoted to that grade in accordance with clause 21.05 of this Article.

The employee shall continue to be entitled to receive his/her increment on his/her anniversary date within his/her "home" grade. In such circumstances, the acting allowance will be recalculated pursuant to clause 21.05 of this Article.

At the conclusion of the temporary assignment, the acting allowance shall cease.

Voluntary applications to lower graded positions

- 21.11 An employee who voluntarily applies and accepts a position at a lower grade level and whose salary is not above the salary maximum of the lower level position, shall retain his/her current salary in the lower graded position. On his/her anniversary date, the annual base salary shall be increased by the applicable increment pursuant to clause 21.02. All increments shall be subject to the maximum of the lower salary grade.
- 21.12 An employee who voluntarily applies and accepts a position at a lower grade level and whose salary is above the maximum of the lower graded position, shall have his/her salary reduced to the maximum of the lower graded position.

Underfills

- 21.13 For employees selected to fill a vacant position on an underfill basis, the promotional adjustment shall be calculated pursuant to clause 21.05 of this Article. The promotional adjustment shall take effect on the date that the employee begins the underfill.

The underfill employee shall be entitled to receive an increment, in the underfill position grade on his/her anniversary date pursuant to clause 21.02 of this Article. In such a circumstance, the promotional adjustment shall be recalculated pursuant to clause 21.05 of this Article.

Once the employee achieves the desired requirements of the higher graded position within the specified time period, the promotional increase will be calculated pursuant to clause 21.05 of this Article. The promotional increase shall be based on the employee's annual base salary in the lower grade.

**ARTICLE 22 - TECHNOLOGICAL CHANGE**

- 22.01 Both parties acknowledge the need to discuss and be aware of matters related to change in technology and introduction of such changes.

Technological change in this context means the introduction of new equipment or process substantially different in nature or design than previously in effect.

- 22.02 (a) The parties agree to establish a standing joint Technological Change Committee on Training and Information reporting to the Executive Director, Human Resources. The standing committee shall include up to three (3) persons from the bargaining unit, appointed by the local Union, and up to three (3) representatives of the University, appointed by the University.
- (b) The Committee shall discuss and make recommendations to the Executive Director, Human Resources on the following issues related to the introduction of new technology as defined in Article 22.01 above:
- (i) operational changes

- (ii) training needs
- (iii) health and safety issues
- (iv) ergonomics

(c) The Executive Director, Human Resources will consider the recommendations and will inform the Joint Committee of any recommendations which will be implemented, and provide explanation(s) for those recommendations which are not approved.

22.03 Where the introduction of new technology does not affect the employment status of career employee(s) but necessitates training on the new equipment or in the new process, the University shall provide to the employee(s) necessary training, at the University's expense to the extent it is reasonably possible, as soon as operational requirements permit.

The training shall normally take place during working hours.

Employees shall not be expected to perform at minimum level of competence prior to receiving suitable training related to the new technology or process introduced.

22.04 (a) Should the introduction of new technology result in an University initiated transfer(s) of career employee(s), the University shall give the employee(s) affected and the local Union as much notice as possible but no less than three (3) months.

(b) The University shall provide the affected employee(s) so transferred with suitable retraining, at the University's expense to the extent that is reasonably possible and as soon as possible after the transfer(s) have/has occurred dependent upon operational requirements of the receiving department,

This training shall normally take place during working hours.

Employees shall not be expected to perform at minimum level of competence prior to receiving suitable training related to the new technology or process introduced.

22.05 (a) Should the introduction of new technology result in lay-off of career employee(s), the University shall give the employee(s) affected and the local Union as much notice as possible but no less than three (3) months. Within the three (3) month notice period the University shall meet with the local Union to discuss potential measures to alleviate effects of such action including discussion of developmental opportunities for possible employment within the University in the future or assisting in a change of career for employee(s).

- (b) Following the effective date of the technological change, the lay-off of redundant career employee(s) will be carried out pursuant to Article 18 - Lay-Off and Recall.

### **ARTICLE 23 - LEAVE OF ABSENCE**

- 23.01 An employee wishing to apply for leave of absence shall submit a written request to his/her Supervisor, with a copy to the Human Resources Consultant, stating the purpose and duration of the leave as far in advance as possible of the date he/she wishes to commence his/her absence from work, except in cases where such notice would not be practicable. Requests for leave of absence will be seriously considered and will not be unreasonably withheld. However, the parties agree that departmental operating requirements shall be a major consideration in granting/denying such leave.
- 23.02 An employee shall return to his/her position when the employee returns from a leave of absence, provided the employee returns immediately on expiry of such leave and provided such position still exists.
- 23.03 Family Leave  
The University recognizes that employees have responsibilities and commitments involving the family and its well being. In recognition of this fact, in the case of a personal or family circumstance which prevents an employee from reporting to work, special family leave with pay of up to three (3) working days duration may be granted at the discretion of the University. Requests for such leave will not be unreasonably withheld.
- 23.04 Bereavement Leave  
In case of death in the immediate family (spouse, child, parent, brother or sister, grandparent, and parent, brother, or sister in law), five (5) working days with pay shall be granted. At the discretion of the University such leave may also be granted on the occasion of the death of other related persons. Further, at the discretion of the University, the period of bereavement leave with pay may be extended by up to five (5) additional working days. Such extension shall not be unreasonably withheld.

23.05 Jury Duty

Where a member of the bargaining unit is called to jury duty or subpoenaed as a witness in a case involving the business of the University or public interest special jury or witness duty leave with pay shall be granted for the duration of such duty, subject to the obligation of the employee to turn over to the University any compensation received by him/her as a juror or witness: notwithstanding the above, as regards jury duty, the University reserves the right to request the court to excuse the bargaining unit member on grounds of the University's service requirements.

23.06 Paternity Leave

A male employee of the bargaining unit shall be allowed a leave of absence with pay for up to five ( 5 ) working days following the birth of his child.

In the case of a father becoming the primary care giver because of the death or total disablement of the mother at the time of the birth of his child or children, and on submission of appropriate medical evidence the father shall be entitled to pregnancy leave as outlined in Article 23.07 below.

23.07 Pregnancy Leave and Supplemental Employment Insurance Benefit

(a) Female members of the bargaining unit shall be entitled to pregnancy leave as from time to time provided for in the Ontario Employment Standards Act. These entitlements shall be deemed to be entitlements under this agreement. Furthermore, during pregnancy leave the University shall pay ninety-three percent (93%) of the employee's salary minus any payments to which the employee is entitled under the Employment Insurance Act as outlined below:

(b) Pregnancy Leave Benefit Level

It is understood that, for the duration of the pregnancy leave which will not exceed seventeen (17) weeks, the combined weekly level of Employment Insurance benefit, SUB payments and other earnings will not exceed ninety -three percent (93%) of the bargaining unit members normal weekly earnings.

For the first 2 weeks of the leave, the employee shall receive ninety-three percent (93%) of her salary from the University.

For the next fifteen (15) weeks she shall receive payment(s) equal to the difference between the sum of the weekly Employment Insurance benefits and any other earnings received by the employee and the ninety-three percent (93%) of the actual salary which she was receiving on the last day worked prior to the commencement of the pregnancy leave.

- (c) Application  
The bargaining unit member must apply for and be in receipt of Employment Insurance benefits before the SUB payments become payable.
- (d) Non-Receipt of Employment Insurance Benefits  
A bargaining unit member who is not in receipt of Employment Insurance benefits will not be eligible for SUB payments.
- (e) Vested Interest  
A bargaining unit member does not have a right to SUB payments except for supplementation of the Employment Insurance benefits during the employment period, which shall not exceed seventeen (17) weeks.
- (f) Approval of SUB Plan  
The implementation of the pregnancy leave provisions as mutually agreed upon by the parties and reflected in the SUB Plan as outlined above, is subject to required approval by the applicable federal agencies.
- (g) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

23.08 Parental leave

- (a) On becoming a parent of a new-born or adopted child, the bargaining unit member shall be granted an unpaid leave of absence in accordance with the provisions of the Ontario Employment Standards Act. The University will further provide such employee with up to four (4) weeks paid leave of absence at ninety-three percent (93%) of salary less any EI payments to which the employee is entitled. Normally, such paid leave will be in respect of the first for four (4) weeks of absence and is contingent upon the employee applying for EI.
- (b) The above paid and partially paid period of leave shall not increase the total eligible time away from work which shall be as provided for by the Employment Standards Act.
- (c) Parent includes an employee with whom a child is placed for adoption and an employee who is in a relationship of some permanence (in accordance with the Family Law Act) with a parent of a child and who intends to treat the child as his or her own.
- (d) Parental leave must be taken within fifty-two (52) weeks from day the child is born or comes into the custody, care and control of a parent for the first time.

- (e) Where a pregnancy leave is taken, parental leave must begin immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- (f) The bargaining unit member's parental leave can last up to thirty-seven (37) weeks. However, if the bargaining unit member also took a pregnancy leave, their parental leave cannot exceed thirty-five (35) weeks.
- (g) Parental leave must be taken in a consecutive time period.

**23.09 Political Leave**

A member of the bargaining unit who is a candidate for elective political office (federal parliament, provincial legislature, municipal council, commission or board) shall be granted during the political campaign special political leave without pay for up to one (1) month if a candidate for parliament or legislature, and for up to five (5) working days if a candidate for a municipal council, commission, board or the like.

**23.10 Special Leave**

Special short or long term leave or partial time off may be granted at the discretion of the University where service requirements permit and the bargaining unit member requests such leave for important personal or societal reasons.

- 23.11 (a) The University agrees that employees who are selected to fill a full time Union office shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year.
- (b) The University agrees that an employee elected to be President or first Vice President of OPSEU shall be granted a leave of absence without pay and without loss of seniority for the two year term of office.

23.12 The University agrees that where an employee is elected to the OPSEU Executive Board, he/she shall be granted up to fifty (50) days' leave of absence per year to attend meetings of the Board, such leave to be without pay but without loss of seniority.

**ARTICLE 24 - HEALTH AND SAFETY**

24.01 The University shall maintain a joint health and safety committee as prescribed by the Occupational Health and Safety Act.

24.02 The University and the Union recognize and are committed to a healthy and safe work environment and the promotion of the health and safety of the employees. More specifically as outlined in the University's Occupational Health and Safety policy statement.

24.03 An employee who suffers an injury while at work or who is prevented from continuing his/her normal work and who is thereby unable to complete his/her regular hours of work shall be paid his/her straight time rate for the balance of the regular shift on which the injury occurred.

24.04 Computer Displays

The parties agree to the following terms respecting the use of computer displays by employees:

(a) Pregnancy

An employee who is assigned to operate a computer display as part of her duties, who believes that she may be pregnant, shall, at her request be assigned duties that do not include the operation of a computer display until the status of her pregnancy is confirmed provided the same is done promptly; her rate of pay shall be maintained for such period;

An employee who is assigned to operate a computer display as part of her duties and who is pregnant (as certified by a medical practitioner) shall, at her request be assigned duties that do not include the operation of a computer display for the duration of her pregnancy, the University may, in such a case, temporarily assign the employee to another position for the duration of the pregnancy, and the employee shall suffer no reduction in the rate of pay.

(b) Eye Examinations

Employees assigned to operate a computer display as part of his/her duties shall, at the commencement of employment and annually thereafter, be given the opportunity to take an eye examination by an ophthalmologist or optometrist qualified to give the following tests:

- Unaided Visual Acuity (letter chart test);
- Refractive Findings;
- Corrected Visual Acuity;
- Amplitude Accommodation;
- Suppression;
- Distance Muscle Balance (Maddox Rod);
- One Metre Muscle Balance (Maddox Rod);
- Near Muscle Balance (Maddox Wing);
- Slit Lamp Biomicroscopy.

The employee shall sign a form authorizing release of the ophthalmologist's or optometrist's report to the University, and a copy of the report shall be supplied to the University and the employee. The cost for these tests incurred above OHIP rates shall be paid by the University.



(c) Work Breaks

Employees shall not be required to perform more than one (1) hour of continuous work at a computer display to the exclusion of other duties at any one (1) time, and the University shall ensure that a break from the machine (which may include the performance of other work), of ten (10) minutes' duration, is made available under such circumstances.

24.05 Safety Equipment and Apparel

- (a) The University will comply with the provisions of the Occupational Health and Safety Act.
- (b) In accordance with its obligations pursuant to the Occupational Health and Safety Act, the University will determine the appropriate standard (i.e. quality and cost) for employee safety equipment and apparel.
- (c) In cases where the University determines that common-use safety equipment and/or apparel, such as lead vests, are required for a number of OPSEU employees to discharge the duties and obligations of their positions while working in a common area such as a University lab, the University will purchase and make available to those employees appropriate safety equipment and/or apparel for common use.
- (d) In cases where the University determines that personal-use safety equipment and apparel, such as safety eyewear or hard hats, are required for individual OPSEU employees to discharge the duties and obligations of their position, the University will purchase the appropriate eyewear or hard hats for the applicable employee(s).
- (e) In cases where the University determines that safety footwear is required for individual OPSEU employees to discharge the duties and obligations of their position, the University will communicate the requirement and standard for safety footwear to the applicable employee(s). Upon receiving such communication, the employee shall purchase said safety footwear and, upon receiving appropriate proof of purchase from the employee, the University will reimburse the employee on an annual basis up to one hundred and twenty-five dollars (\$125.00) for such purchase.
- (f) In the event that an employee purchases safety footwear that exceeds the specified annual reimbursement amount set out above, the University shall only reimburse the employee for the specified amount.

## **ARTICLE 25 - FILES AND RECORDS**

- 25.01 The University agrees that such official personnel files and records that it may maintain from time to time, relating to bargaining unit members, shall be treated as confidential and shall be accessible only to personnel and labour relations officials, other persons involved in personnel and labour relations proceedings including appropriate supervisors and managers, as well as to Ryerson's auditors.
- 25.02 An employee may inspect, in the presence of a designated Human Resources employee, his/her personnel file during normal working hours upon request made to the Human Resources Payroll Administrator.
- 25.03 An employee may authorize in writing any person to inspect his/her personnel file, and if the person so authorized is a Steward or Officer of the Union he/she shall be given access to the file as provided in Article 25.02 above.
- 25.04 Any factually false material, or material of a detracting nature which is irrelevant to the status of an employee of the University, found on the employee's personnel file shall, at the employee's request, be forthwith removed therefrom.
- 25.05 Any letters of counsel are non-disciplinary in nature and may be placed on an employee's official personnel file.

Letters of counsel on file shall be reviewed by the Manager as per an agreed upon schedule and the Manager will document his/her decision regarding the status of the letter of counsel. Such documentation shall be placed in the employee's official personnel file.

- 25.06 Any disciplinary notation shall be removed from an employee's file and shall be destroyed and not usable as evidence in any proceedings when a period of two (2) years has elapsed from the date of the notation, except where the disciplinary notice concerns an offence of a felonious nature.
- 25.07 The employee's medical file shall be kept confidential and shall be accessible only to members of the University's, Health Centre. If the employee wishes to learn about the findings reflected on his/her medical file the Director, Health Centre shall, at his/her written request, transmit a summary of his/her findings to a physician designated by the employee.

## **ARTICLE 26 - BULLETIN BOARDS**

- 26.01 The Employer agrees that the Union shall provide and maintain a central bulletin board in a location as designated by the University in consultation with the Union. The employer agrees that Union notices may also be posted on appropriate bulletin boards designated for use by the Ryerson Community.

**ARTICLE 27 - HOURS OF WORK**

- 27.01 (a) Full time work of members of the bargaining unit shall normally involve thirty-six and one-quarter (36.25) hours per week worked in staggered shifts of eight (8) hours per day, five (5) days a week, including a break of forty-five (45) minutes for lunch (unpaid) and two (2) short breaks in each shift for refreshments (paid).

Nothing in the above paragraph prevents the University from implementing work schedules that are less than or more than five (5) working days provided that such work schedule does not exceed thirty-six and one-quarter (36.25) hours per week.

- (b) The University shall confirm the employee's work schedule in writing no later than thirty (30) working days after ratification of the Collective Agreement.
- (c) The parties agree that where employees regularly work on shifts other than those specified in (a) above, the University will provide the employee with two (2) weeks notice of his/her shift schedule of a temporary change in his/her shift schedule.

The parties agree that where employees regularly work on shifts other than those specified in (a) above, the University will provide the employee with four (4) weeks notice of his/her shift schedule of a change in his/her shift schedule.

Where the University alters established work patterns which result in changes in shift schedules, including new work schedule(s) for Saturday and Sunday, it shall provide to the local Union and the employee(s) concerned six (6) weeks notice of such change(s).

The change shall be discussed with the local Union, the University shall hear and consider any representation made by the local Union provided that it is made within the notice period.

The University shall endeavour to reach agreement with the local Union before implementing such change(s). Should there be no agreement, the University shall provide the local Union with reasons, in writing, for implementing without agreement. It is understood that all of the foregoing shall take place within the six (6) week notice period unless an extension to the notice is mutually agreed to by the parties.

- (d) Any shifts for which the notice specified in (c) above, has not been provided shall be considered to be overtime and the provisions of Article 27.06 below, shall apply.

- 27.02 (a) Where an employee so requests, and this is judged by the University to be compatible with service requirements, the full-time work week may be

condensed into four (4) ten (10)-hour shifts on four (4) days a week, with the same breaks for luncheon and refreshments. In any week in which a public or designated holiday occurs, these arrangements shall be modified as required to give the employee concerned the benefit of the reduction of the total weekly working time resulting from the incidence of such holiday.

- (b) Where an employee so requests, and this is judged by the University to be compatible with service requirements, the full-time work week may be condensed by adding twenty (20) minutes to each working day for nine (9) days in any two (2)-week pay cycle, and working four and one-quarter (4.25) hours on the tenth (10<sup>th</sup>) day of the same pay cycle. In any weeks in which a public or designated holiday occurs, these arrangements shall be modified as required to give the employee concerned the benefit of the reduction of the total weekly working time resulting from the incidence of such a holiday.
- (c) An employee's request in clause (a) or (b) immediately above will not be unreasonably denied.

27.03 Part time work shall involve such percentage of full time work per week and of shifts, as the University considers adequate for the execution of required tasks, and luncheon and refreshment breaks shall apply as appropriate.

27.04 The luncheon break shall not be scheduled later than five (5) hours after the beginning of the shift.

27.05 (a) Where the operations of the University so require, bargaining unit members may be called upon to work overtime. Decisions concerning overtime work assignments shall be made by the immediate supervisor. In reaching such decisions, the wishes of the bargaining unit members concerned shall be considered, and in the case of conflicting requests as between bargaining unit members, seniority shall be the determining factor.

(b) The University will advise employees of required overtime work as far in advance as practicable and will give notice of scheduled overtime required prior to the conclusion of the preceding work day except in circumstances beyond its reasonable control.

(c) The University agrees to attempt to distribute work as equitably as practicable amongst qualified employees in the work groups in which the overtime work is required.

(d) Whether or not advance notice of required overtime has been given the University shall take into consideration the legitimate requests of employees to be excused from working overtime.

(e) Employees who have been excused on this basis shall be deemed to have worked overtime for the purposes of considering equitable distribution.

27.06 Overtime Definitions

Overtime is defined as all hours approved and assigned in a week in excess of those hours specified in Article 27.01 above. This shall not include attendance at conferences.

27.07 Overtime Payment

- (a) All approved and assigned hours of overtime worked (as defined) shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.
- (b) Notwithstanding the provisions of (a) above, alternative overtime compensation may be negotiated between the parties.
- (c) When either party gives notice to the other party for alternative overtime compensation, they shall provide the other party with a list of such position(s) and the rationale for its request to negotiate alternative overtime compensation.

Any alternative to compensating overtime shall be mutually agreed to by the parties before implementation. It is understood that approval shall not be unreasonably withheld.

27.08 Sunday

Where approved and assigned work is performed on a calendar Sunday, it shall be paid, for all hours worked on Sunday, at the rate of double the employee's regular rate of pay.

27.09 Compensating Time Off

Where the employee and the University mutually agree, lieu time off at the equivalent rate may be substituted for payment, provided that no more than seventy-two and one-half (72.5) hours may be accumulated.

27.10 Work Done Outside Normal Working Hours and Outside the Workplace

Where the University approves and assigns overtime work, as defined in Article 27.06 above, and such approved and assigned work is done outside the work place and outside the employee's normal working hours, all approved and assigned hours of work shall be paid at the appropriate overtime rate as outlined in Article 27.07 above.

Shift Work

- 27.11 (a) The University shall give a break, between shifts, of as many hours as is reasonably possible.
- (b) The University shall pay a shift premium of \$1.00 per hour for all hours worked between 4:00 pm and midnight and \$1.25 per hour for all hours worked between midnight and 8:00 am. Where more than fifty percent (50%) of the hours worked on any regular shift fall between the period of 4:00 pm and midnight or midnight to 8:00 am, the appropriate shift

premium shall be paid for those hours falling between 4:00 pm to midnight or midnight to 8:00 am.

## **ARTICLE 28 - ON CALL PAY**

### **28.01 On-Call Pay**

When an employee is assigned to "on-call" he/she shall be paid an additional one (1) hour pay at his/her regular rate for each eight (8) hours the employee is assigned to "on-call". If the employee is called back he/she shall be paid a minimum of three (3) hours pay or the appropriate overtime rate whichever is the greater.

Notwithstanding the clause immediately above for each occasion the employee is assigned to "on-call" if the employee is called and is able to attend to the situation without returning to the workplace, he/she shall be paid a minimum of one (1) hour's pay at the appropriate overtime rate.

For the duration of the University's officially designated Christmas Break period only, when an employee is assigned to "on-call", he/she shall be paid two (2) additional hours at his/her regular rate of pay for each eight (8) hours the employee is assigned to "on-call". If the employee is called back he/she shall be paid a minimum of four (4) hours pay or the appropriate overtime rate whichever is greater.

## **ARTICLE 29 - STAFF DEVELOPMENT**

29.01 The University shall endeavour, where possible, to make available to members of the bargaining unit such opportunities for personal development as it considers it is able to provide. While this will remain solely within the discretion of the University, the University nevertheless agrees to take into account the wishes of members of the bargaining unit and the Union.

Members of the bargaining unit shall strive to maintain their acquired skills and occupational qualifications and to improve and add to them whenever possible. They are expected and may be required to attend training, retraining and general development seminars and courses offered or paid for by the University, and if such attendance involves absence from their normal place of residence the provision of Article 12.03 shall apply.

Training identified and required by the University shall normally take place during working hours and may require a change in the assigned shift in respect of bargaining unit members attending to accommodate such training. Bargaining unit members shall be expected to meet the learning objectives of such training.

29.02 Advisory Committee

The University shall establish a joint Union/management advisory committee on Staff Training and Development for employees of the OPSEU local Union, reporting to the Executive Director, Human Resources.

The advisory committee shall be comprised of four (4) members in total, two (2) appointed by the local Union, and two (2) members appointed by the University. The committee shall be mandated to advise the Executive Director, Human Resources in the areas of needs assessment, development, implementation and evaluation of individual and/or group programmes for employees of the OPSEU bargaining unit.

Before the Executive Director, Human Resources makes a final decision on the recommendations received from the advisory committee, he/she shall consult with the local Union President.

Funding

The University shall allocate to the Human Resources Department, funding allocations as outlined below, which shall be specifically and solely targeted for training and development programmes for employees of the OPSEU bargaining unit. The training programmes developed may be targeted to a job classification(s) or to all bargaining unit members, or a combination thereof.

- For the 2007/2008 fiscal year specifically, May 1, 2007 to April 30, 2008 -- \$17,000.00.
- For the 2008/2009 fiscal year specifically, May 1, 2008 to April 30, 2009 -- \$17,000.00.
- For the 2009/2010 fiscal year specifically, May 1, 2009 to April 30, 2010 -- \$17,000.00.

The funding shall be administered by the Human Resources Department. Any funds not spent shall be carried over to the next fiscal year.

29.03 Tuition Waiver and Rebate

(a) General Provisions

The provisions of Article 29.03(a) apply to Article 29.03(b) and 29.03(c).

- (i) The University shall maintain a tuition waiver and rebate system under which all members shall be entitled to subject to the provisions in Article 29.
- (ii) Employees may enrol in and attend up to two (2) courses per academic term recognized by the University.
- (iii) Courses in special contract programmes with other educational institutions and/or special offerings hosted outside of Ontario are not eligible courses.

- (iv) In the event that the member wishes to enrol in and attend more than two courses per academic term, the employee's manager must approve such a request.
- (v) The expression "tuition fee" means only that portion of the total attendance fees which is designated as such and constitutes charges for attendance of specific credit or non-credit courses.
- (vi) The expression "course" means a sequence of periods of class instruction spaced at regular intervals and extending over at least a substantial part of an academic term.
- (vii) The expression "immediate family" embraces: the spouse (including same sex spouse); children, including step children, up to age twenty-five (25); or children of any age who are disabled and financially dependent on the bargaining unit member for main support.
- (viii) Should a member wish to enrol in a credit course at another post secondary institution and an equivalent course is offered at the University the member shall enrol and attend the course offered at the University.
- (ix) Bargaining unit members, spouses and dependents are required to adhere to the academic policies, guidelines, rules and processes as determined by the University.
- (x) If an employee or his/her spouse does not successfully complete a course on two (2) successive occasions in which he/she is enrolled, the tuition waiver and rebate provisions shall be suspended for the next academic term. In the alternative, the employee may elect to pay the tuition fees for the subsequent academic term.
- (xi) The employee shall be required to provide proof of successful completion of any course.

(b) Tuition Waiver

- (i) The University shall maintain a tuition waiver system under which all members of the bargaining unit, as well as members of their immediate family, shall be entitled to attend, free of tuition, credit and non-credit courses offered by the University.
- (ii) Eligible courses include all regular offerings published in the full-time and continuing education calendar, where the University collects tuition fees.



- (iii) The University shall waive for the member, his/her spouse and/or dependent, a maximum equivalent dollar value that reflects the current annual domestic undergraduate tuition fee in non-cost recovery programs, per year, per eligible employee, as determined by the University. Employees are responsible for the difference for any course that exceeds this amount.
  - (iv) Spouses and dependents shall be eligible to have the tuition fees waived only for credit and non-credit courses taken at the University once the employee successfully completes their probationary period as outlined in Article 11.
- (f) Tuition Rebate
- (i) Tuition Rebate- Work Related
    - (1) The University shall maintain a tuition rebate system under which all members of the bargaining unit shall be entitled to reimbursement (rebate) of tuition fees paid by them for courses that are work related attended by them at another educational institution approved by the University and subject to the provisions of Article 29.03(a) above.
    - (2) Courses must constitute part of a programme of study leading towards a certificate, diploma or degree certifying completion of a programme of post-secondary studies.
    - (3) Tuition reimbursement (rebate) shall be subject to obtaining a passing grade. The member must provide the University with official documentation that supports a passing grade.
  - (ii) Tuition Rebate- Professional Development
    - (1) Should the member wish to enrol in and attend credit courses that are not directly work related and not a bona fide requirement of the position, including courses leading to a graduate or post graduate degree, the employee must obtain prior approval to enrol and attend such courses from his/her manager and then senior director/dean.
    - (2) If the manager, senior director and/or dean approves such enrolment, reimbursement (rebate) of tuition fees paid by the member for such courses shall be shared equally by the department, the University and the member.
    - (3) Spouses and dependents are not eligible for tuition rebate.

29.04 The entitlement set forth in Article 29.03(a) above, is subject to the condition that the person concerned must meet the University's normal admission

requirements and must be accepted, in competition with others, under the usual selection system.

- 29.05 Upon request and presentation of proof of enrolment and of the amount of tuition fee paid or to be paid, members of the bargaining unit shall be entitled to receive an interest free advance upon their salary, the amount of which shall not exceed the amount of the tuition fees that might be reimbursable. Any such advance shall be repaid by payroll deduction in four (4) equal monthly instalments beginning with the first (1<sup>st</sup>) payroll in the month following that in which the advance was made.
- 29.06 The responsibility for staff development and the administration of the various systems and provisions related to it shall rest with the Executive Director, Human Resources who shall make his/her decisions in consultation with the immediate supervisor.

Request to participate in the above items may be initiated by either the employee or supervisor concerned.

### **ARTICLE 30 - PAID HOLIDAYS**

- 30.01 The following public holidays shall be observed in the University:

New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day

NOTE: Remembrance Day

Veterans shall be permitted to attend Remembrance Day observances on request without loss of regular earnings.

- 30.02 Where a holiday is observed by the Employer on a day other than its calendar date, the day on which the Employer observes the holiday shall be deemed to be the holiday for the purposes of this Agreement.
- 30.03 If a holiday is observed on an employee's regularly scheduled day off, another day in lieu with pay as specified in Article 30.01 above, shall be granted at a time acceptable to the employee and his/her Supervisor. Failing agreement, the day shall be paid.
- 30.04 An employee who works on a holiday shall be paid one and one half (1 ½) times his/her regular rate for such time worked plus the holiday pay.
- 30.05 In recognition of the special nature of the Christmas holiday break, an employee who is authorized and assigned to work during the University's officially designated Christmas Break period shall be paid two (2) times his/her regular rate of pay for such time worked plus the holiday pay.

## **ARTICLE 31 - VACATIONS**

- 31.01 (a) Members of the bargaining unit, serving on probationary or regular appointments, shall be entitled to vacation leave with pay as follows:
- (i) one and a quarter ( $1 \frac{1}{4}$ ) working days of leave per month of service up to the end of the eighth (8<sup>th</sup>) year of service [three (3) weeks per year]
  - (ii) one and two thirds ( $1 \frac{2}{3}$ ) working days of leave per month of service from the beginning of the ninth (9<sup>th</sup>) year of service [four (4) weeks per year]
  - (iii) 2.08 working days of leave per month during the fifteenth (15<sup>th</sup>) year of service [five (5) weeks per year]
  - (iv) 2.50 working days of leave per month of service during the twenty-fifth (25<sup>th</sup>) year of service [six (6) weeks per year]
- (b) notwithstanding the provisions of 31.01 (a) above, vacation leave shall not accrue during leave without pay from the twenty third (23<sup>rd</sup>) working day on: nor during the period of sick leave and long term disability leave from the beginning of the seventh (7<sup>th</sup>) month of such leave on;
- (c) maximum accumulation of accrued vacation leave under Article 31.01 (a) above, shall be twenty four (24) times the applicable monthly accrual rate and once the maximum is reached no further accrual under Article 31.01 (a) above, shall take place, unless, in exceptional circumstances of service requirements, which precluded the taking of vacation by the bargaining unit member concerned, the maximum is raised by the University;
- (d) all vacation leave arrangements are subject to service requirements and all plans for taking such leave shall be discussed by the bargaining unit member with his/her immediate supervisor well in advance: a prior authorization by such supervisor is required for any vacation: such authorization shall not be unreasonably withheld.
- (e) partial year employees may use vacation credits in respect of any scheduled non-work period during the designated work year, i.e. reading week, mid winter term break and so on. However, any outstanding vacation credits not used in this manner shall, as the PYE employee elects, be applied to the end of the scheduled work period or shall be paid out in a lump sum form at the end of the scheduled work period. Where a PYE employee elects to apply vacation credits to the end of the scheduled work period, the end date of said period will be adjusted accordingly. Notwithstanding this paragraph, partial year employees may carry over a maximum of ten (10) vacation credits to the next designated work year.

Term employees may use vacation credits in respect of any scheduled non-work period during the designated work year, i.e.) reading week and mid-winter break. Term employees shall not be permitted to take any vacation or time off in lieu of credits immediately preceding or immediately following their official separation date. Any outstanding vacation credits remaining on their account shall be commuted to cash upon their separation date from the University.

- (f) any credit balance of accrued vacation leave standing on the leave account of a member of the bargaining unit on the day of separation from employment shall be commuted to cash at the rate of his/her last salary; otherwise accrued vacation leave is not commutable to cash.

31.02 Seniority of employees shall be a consideration in resolving conflicts in requests of employees for vacation schedules.

31.03 When a holiday as defined in Article 30 occurs or is observed by the University while an employee is on vacation, it shall not be charged against the employee's vacation credits.

31.04 Vacation entitlement for employees working less than twelve (12) months per year will be prorated accordingly.

### **ARTICLE 32 - SICK LEAVE**

32.01 Employees are required to attend work regularly. When unable to attend for reasons of personal illness, the employee must contact his/her supervisor or in his/her absence the next senior available person as far in advance as possible but no later than one-half ( 1/2 ) hour after his/her scheduled starting time, giving the reason he/she is unable to attend work, the date of his/her expected return, and where he/she can be contacted during his/her absence. An employee may be required by the University to substantiate the reasons for any absence.

32.02 Members of the bargaining unit shall be entitled to sick leave when due to disability they are unable to attend at work, subject to the following:

- (a) the maximum continuous period of sick leave with full pay for each disability for those serving on probationary or regular appointments shall be sixty six (66) working days;

- (b) proof of inability to attend shall not be required in respect of the first three (3) working days of any one disability claimed by the bargaining unit member provided that in a given calendar year not more than a total of seven (7) working days of sick leave can be claimed in that manner; beyond that a physician's certificate attesting to the period of such inability may be required; in cases of absences of over three (3) working days, the University may require that an employee be examined medically at

reasonable intervals. In such circumstances such medical examinations shall be conducted by a mutually agreed upon physician. Should there be no agreement within ten (10) working days between the employee and the University, a physician shall be designated by the University's Medical Director Designate. In such cases the University agrees to pay any fees beyond those covered by OHIP and, where the employee is required to be examined while he/she would otherwise be working during normal working hours, he/she shall suffer no loss of normal salary.

Notwithstanding the above, an employee may choose instead to be examined by the University's Medical Director Designate or the University may request the employee to be examined by the University's Medical Director Designate in circumstances of illness, injury or accident, in order to determine if the employee is medically fit to continue and/or report for work.

- 32.03 Following the period of sick leave with pay accorded pursuant to Article 32.02 above, members of the bargaining unit serving on probationary or regular appointments who claim continuing disability preventing them from attending at work, shall be subject to the same medical certification provisions as set forth in (b) above, be placed on the sixty seventh (67<sup>th</sup>) working day of their disability on long term disability leave: during such leave, they shall not be receiving their salary from the University, but shall, subject to the provisions of the Long Term Disability Protection Plan, be receiving long term disability pay.

A member of the bargaining unit who after returning to work from a long term disability leave suffers a recurrence of the same disability shall be placed back directly on long term disability leave.

### **ARTICLE 33 - BENEFITS**

- 33.01 The Employer shall provide for probationary and regular employees a benefits package as follows (in addition to statutorily required benefits viz: CPP, EIC, Workplace Safety and Insurance Board:
- Semi Private Hospital Accommodation
  - Supplemental Medical Benefits (including vision care reimbursement of three hundred and fifty dollars (\$350.00) for each - glasses and contact lenses within an eighteen (18) month period)
  - Dental Plan
  - Long Term Disability Income (including the University to pay the full premiums relative to Long Term Disability Insurance)
  - Ryerson Retirement Pension Plan (RRPP) as per the Plan document
  - Group Life Insurance
  - Official Travel Accident Insurance
  - Private Accident Insurance
  - Retiree Benefits

Note:

Long Term Disability Protection Insurance/benefits lapses automatically without notice and without payment in lieu of notice at the end of the month in which the bargaining unit member attains the age of sixty-five (65).

The benefits listed below shall cover probationary and regular employees' spouses (including same sex spouses):

- Semi-private Hospital Accommodation
- Supplemental Medical Benefits
- Dental Plan
- Group Life Insurance
- Official Travel Accident Insurance
- Private Accident Insurance
- Retiree Benefits relative to Life, Health and Dental Insurance coverage only

33.02 The terms and conditions of the above listed benefits shall be as stipulated in the relevant instruments (insurance policies, Board of Governors' resolutions) copies of which are available for perusal to the employees and Union officials.

33.03 The Private Accident Insurance and Retiree Benefits shall be financed entirely by the employees. The two pension plans (CPP and RRPP) shall be financed by equal contributions of the Employer and the Employees and the Employment Insurance benefit shall be financed as provided by the relevant regulations.

33.04 The Union recognizes the Employer's right to alter from time to time the specific terms of these instruments provided, however, that this does not result in any lessening of existing benefits.

33.05 The University agrees to pay the cost of premiums for partial year career employees for their scheduled non-work periods subject to Article 33.03 above.

33.06 Supplemental Medical Plan for Active Employees Who Continue Working Past Age Sixty-Five (65)

(i) Enrolment and eligibility in respect of the Supplemental Medical Plan is contingent upon the employee having provincial medicare or its equivalent. Employees may be required to demonstrate proof of such coverage.

(ii) Employees are required to submit any eligible expenses under the extended health plan first to Ontario Health Insurance Plan (OHIP) for payment. Employees may then submit any residual eligible expenses to the University's insurance carrier for applicable reimbursement.

## **ARTICLE 34 - JOB EVALUATION**

**34.01** The job evaluation plan described in Appendix H of the Collective Agreement dated July 1, 1992 to June 30, 1994 and entitled "Appendices G and H – Joint Job Evaluation System and Job Evaluation Plan" shall be completely administered by management. This management administered system shall be used for the ongoing classification of positions within the OPSEU bargaining unit and for maintaining Pay Equity in compliance with the Pay Equity Act.

**34.02** The parties agree that the University has the sole and exclusive right to:

- (i) determine the content of positions
- (ii) revise, amend or change the procedures relative to completion of the PDQ's and resulting job descriptions
- (iii) evaluate, grade and implement the results.

**34.03** Any revision, amendment or change made by management relative to the procedures in the completion of PDQ's and the resulting job descriptions shall be provided to the local Union for their review and input. If the University does not incorporate the input provided by the local Union, the University shall provide written rationale prior to implementation of the procedures. The local Union's input shall not be unreasonably rejected.

**34.04** The parties agree that members of the bargaining unit have the right to grieve the evaluation (grade) of their position, the content of the PDQ and the resultant job description pursuant to the Job Evaluation Grievance provisions detailed below.

**34.05** When a new classification in the bargaining unit is established by the University, the University shall determine the position grade and advise the Union of such new job classification and the position grade and will provide the Union with a copy of the PDQ, the job description and the rating sheet. If so requested within ten (10) working days of such advice, the University agrees to meet with the Union to permit the Union to make representations with respect to the appropriate grading of such position.

Prior to such meeting, the Union will provide the Manager, Total Compensation & HR Planning or his/her designate with a written submission outlining their desired grade level, the sub-factors in dispute, any issues surrounding the PDQ and/or job description, and supporting rationale. The Manager, Total Compensation & HR Planning or his/her designate shall respond within ten (10) working days from the conclusion of the above noted meeting.

**34.06** Where the Union challenges the grade established by the University and the matter is not resolved following the meeting with the Union, the matter may be referred to grievance in accordance with the grievance/arbitration provisions contained in this Article.

34.07 It is understood and agreed that the University has the right to recruit for the position and/or select an employee for the newly established position, consistent with the Collective Agreement provisions.

34.08 Effective Date of Reclassification

a) New Classification in the Bargaining Unit:

When a new job classification in the bargaining unit is established the effective date of such position shall be when the position is staffed.

b) Reorganization:

In cases of reorganizations where an employee's position is reclassified upwards the effective date of the reclassified position shall be the date that the new duties and responsibilities were officially assigned.

c) Employee Requests a position evaluation:

In cases where the employee's position is reclassified upwards the effective date of the reclassified position shall be as of the date the position incumbent notified his/her most immediate non-bargaining unit supervisor/manager in the department in writing of their classification complaint.

Job Evaluation - Grievance/Arbitration Procedure

34.09 An employee who believes his/her position is improperly classified may file a grievance, which shall be processed as provided below.

(a) Process Regarding Completion of the PDQ and Job Description

(i) An employee who believes that his/her position is improperly classified shall first raise the matter in writing with the most immediate non-bargaining unit supervisor/manager in the department. The employee and the supervisor/manager will be required to complete an updated Position Description Questionnaire (PDQ) and prepare a draft job description within twenty (20) working days of the receipt of the complaint. These updated documents will be submitted to the Manager, Total Compensation & HR Planning or his/her designate for evaluation.

(ii) Within ten (10) days of receiving the documents, the Manager, Total Compensation & HR Planning or his/her designate will meet with the employee(s) and the immediate supervisor/manager to discuss the updated PDQ and draft job description to ensure that it accurately reflects the job being performed.

(iii) Any amendments to the documents will be made and noted and the position will then be evaluated. The final PDQ and job description, the position grade and sub-factor ratings will be communicated to the



immediate supervisor, the employee(s) and the Union within thirty (30) days of this meeting.

- (iv) If agreement on the PDQ and /or draft job description and subsequent evaluation cannot be reached, the matter will proceed to the grievance stage within fifteen (15) days of receiving the position evaluation in (iii) above. The grievance documentation including all the pertinent information and the remedy requested will be submitted to the Manager, Employee Relations or designate.

(b) Grievance Stage

- (i) The Manager, Employee Relations or designate will hear the grievance within ten (10) working days of receipt of the grievance. Such discussion may include obtaining agreement with respect to the job description and PDQ and to learn the desired grade level, sub-factors in dispute, and supporting rationale.
- (ii) The Manager, Employee Relations or designate will respond in writing within ten (10) working days of hearing the grievance.

(c) Arbitration

Failing resolution through the grievance process, the matter may be referred to Expedited Classification Arbitration as outlined below.

Job Evaluation- Expedited Classification Arbitration

34.10 If the University, grievor or Union (in respect of newly established positions only) requests that a classification grievance be submitted to arbitration, it shall proceed as herein provided.

- (a) Any matter so referred to arbitration, including any question as to whether the matter is arbitrable pursuant to this process, shall be heard by a specially trained sole Arbitrator. The Arbitrator shall be selected by the parties from a list agreed to by them or, failing agreement, by a lot from the agreed-on list, within ten (10) working days of the referral to arbitration.
- (b) All arbitrators shall undergo an initial training session on the Job Evaluation Plan to be presented by the University and any updated training or re-orientation as the University may deem necessary from time to time. The Union will attend any such training sessions.
- (c) A single Arbitrator appointed under this expedited procedure shall commence to hear the matter referred within twenty-one (21) working days of his/her appointment wherever possible, and shall issue a brief written notice of his/her decision within fourteen (14) working days of the hearing. Copies of the decision will be sent to the local Union, the OPSEU Grievance Department, and the University.

- (d) The following information shall be received by the Arbitrator no less than fourteen (14) working days prior to the hearing:
- a job description provided by the University;
  - a completed Position Description Questionnaire (PDQ);
  - a brief written submission by the local Union describing the grievance and referencing the appropriate sections of the job description and the PDQ;
  - a brief written submission by the University.
- (e) The parties shall deliver their written submissions to the other party at the same time that they are forwarded to the Arbitrator. No written submission or materials can be considered at the hearing that have not been provided by the parties in conformity with the process set out in this Article.
- (f) The parties agree that the process shall be informal and that legalistic processes normally used in conventional arbitration shall not be used. Up to three (3) management representatives and three (3) Union representatives may attend the hearing. One (1) person from each side will be designated as the spokesperson. The Arbitrator may ask questions of any of the Union or management representatives present. The spokesperson for each party may give a summary statement normally not exceeding fifteen (15) minutes at the conclusion of the question period.
- While it is generally not the intent of the parties to use outside legal counsel at an expedited arbitration hearing, they shall notify the other party at least ten (10) working days in advance of the hearing.
- (g) The parties shall share equally the fees and expenses of the Arbitrator.
- (h) Time limits provided for in this Article may be varied or extended by specific written agreement of the parties in any particular proceeding.
- (i) The classification Arbitrator shall have jurisdiction to determine the classification of the employee(s) or positions. The classification Arbitrator shall not have jurisdiction to amend the Job Evaluation Plan.
- (j) The classification arbitration award shall be binding on the parties to this agreement and any employees involved.
- (k) Any grievance not submitted nor advanced within the time limits provided in the above grievance procedure shall be deemed to have been abandoned. No matter may be submitted to expedited arbitration if it has not been properly carried through all the requisite steps of the grievance procedure.

## **ARTICLE 35 - GENERAL**

### **35.01 Meal Allowance**

- (a) Any employee who works two and one-half (2 ½ ) hours or more beyond the end of his/her normal work day is eligible for a meal allowance of fifteen dollars (\$15.00).
- (b) An employee who works four (4) hours or more of approved and scheduled overtime on a Saturday, Sunday, or designated holiday is eligible for a meal allowance. If the overtime exceeds nine and three-quarter (9¾) hours, he/she shall be eligible for two (2) meal allowances.

35.02 It is understood and agreed that there shall be no duplication, pyramiding or double counting of any premium payment whatsoever as provided in this Agreement, nor shall the same hours worked be utilized more than once to attract more than one rate of pay or premium payment.

35.03 The Parties agree that, at least twice yearly, meetings under Article 6.03 may be constituted in order to discuss the University's use of term and partial-year appointments. At such a meeting, the University shall explain the rationale for any such appointment, if requested.

35.04 It shall be the duty of the employee to notify the Human Resources Department promptly of any change in address, home phone number (if any) or banking changes for those employees who have pay electronically deposited. The Human Resources Department is entitled to rely, for all purposes, on the last address of which notified and banking information provided. It is understood that all information provided under this provision is for the confidential use of the University.

## **ARTICLE 36 - TERM OF AGREEMENT**

36.01 This Agreement shall expire on the 30<sup>th</sup> day of June 2010 and shall be effective on the date of last ratification by the Union or the Board of Governors. It shall continue in full force and effect for three (3) years and from year to year thereafter unless either party gives the other party within ninety (90) days prior to its expiry, written notice of its desire to amend or terminate this Agreement.



**APPENDIX A - SALARY SCALES OPSEU**

July 1, 2007 to June 30, 2008

Grade	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	\$25,169.07	\$25,924.14	\$26,701.82	\$27,502.93	\$28,328.01	\$29,177.85			
2	\$27,056.75	\$27,868.45	\$28,704.46	\$29,565.65	\$30,452.61	\$31,366.19			
3	\$29,086.01	\$29,958.59	\$30,857.29	\$31,783.07	\$32,736.55	\$33,718.65			
4	\$31,122.03	\$32,055.69	\$33,017.30	\$34,007.88	\$35,028	\$36,078.96			
5	\$33,300.57	\$34,299.59	\$35,328.52	\$36,388.44	\$37,480	\$38,604.49			
6	\$35,465.11	\$36,529.06	\$37,624.87	\$38,753.68	\$39,916.29	\$41,113.78	\$42,347.20		
7	\$37,770.34	\$38,903.45	\$40,070.49	\$41,272.67	\$42,510.84	\$43,786.17	\$45,099.76		
8	\$40,225.41	\$41,432.17	\$42,675.07	\$43,955.40	\$45,274.05	\$46,632.27	\$48,031.25		
9	\$42,840.06	\$44,125.26	\$45,448.95	\$46,812.50	\$48,216.86	\$49,663.37	\$51,153.28		
10	\$45,624.66	\$46,993.41	\$48,403.13	\$49,855.31	\$51,350.96	\$52,891.49	\$54,478.24		
11	\$48,590.27	\$50,047.98	\$51,549.33	\$53,095.91	\$54,688.77	\$56,329.44	\$58,019.33		
12	\$51,748.64	\$53,301.10	\$54,900.04	\$56,547.14	\$58,243.54	\$59,990.85	\$61,790.58	\$63,644.30	\$65,553.62
13	\$55,112.30	\$56,765.67	\$58,468.54	\$60,222.70	\$62,029.37	\$63,890.26	\$65,806.97	\$67,781.18	\$69,814.60
14	\$58,970.16	\$60,739.26	\$62,561.34	\$64,438.29	\$66,371.43	\$68,362.58	\$70,413.46	\$72,525.86	\$74,701.63
15	\$63,098.07	\$64,991.01	\$66,940.63	\$68,948.97	\$71,017.43	\$73,147.96	\$75,342.40	\$77,602.67	\$79,930.74
16	\$67,830.42	\$69,865.34	\$71,961.18	\$74,120.15	\$76,343.73	\$78,634.05	\$80,993.08	\$83,422.87	\$85,925.55

**APPENDIX A - SALARY SCALES OPSEU**

July 1, 2008 to June 30, 2009

Grade	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	25,924.14	26,701.87	27,502.88	28,328.01	29,177.85	30,053.19			
2	27,803.64	28,637.75	29,496.84	30,381.79	31,293.24	32,232.04			
3	29,819.41	30,713.99	31,635.36	32,584.48	33,562.00	34,568.86			
4	31,906.76	32,863.97	33,849.83	34,865.39	35,911.34	36,988.69			
5	34,140.24	35,164.45	36,219.32	37,305.97	38,425.14	39,577.89	40,765.23		
6	36,530.05	37,625.96	38,754.67	39,917.38	41,114.90	42,348.35	43,618.80		
7	39,087.16	40,259.77	41,467.50	42,711.60	43,992.94	45,312.73	46,672.11		
8	41,823.26	43,077.96	44,370.22	45,701.41	47,072.44	48,484.62	49,939.16		
9	44,541.77	45,878.03	47,254.29	48,672.00	50,132.15	51,636.12	53,185.21		
10	47,436.99	48,860.10	50,325.82	51,835.68	53,390.74	54,992.47	56,642.24		
11	50,520.39	52,036.00	53,597.00	55,205.00	56,861.14	58,566.98	60,323.99		
12	53,804.22	55,418.34	57,080.80	58,793.33	60,557.11	62,373.83	64,245.05	66,172.40	68,157.57
13	57,570.51	59,297.63	61,076.46	62,908.86	64,796.11	66,740.00	68,742.20	70,804.47	72,928.60
14	61,600.45	63,448.46	65,351.81	67,312.48	69,331.84	71,411.80	73,554.16	75,760.78	78,033.60
15	65,912.48	67,889.85	69,926.44	72,024.36	74,185.07	76,410.63	78,702.95	81,064.04	83,495.95
16	70,526.35	72,642.14	74,821.29	77,066.06	79,378.02	81,759.37	84,212.15	86,738.52	89,340.67

**APPENDIX A - SALARY SCALES OPSEU**

July 1, 2009 to June 30, 2010

<b>Grade</b>	<b>Minimum</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>1</b>	26,701.87	27,502.92	28,327.96	29,177.85	30,053.18	30,954.78			
<b>2</b>	28,571.00	29,428.13	30,310.92	31,220.30	32,156.91	33,121.62			
<b>3</b>	30,570.97	31,488.10	32,432.69	33,405.73	34,407.89	35,440.13			
<b>4</b>	32,710.93	33,692.26	34,702.97	35,744.13	36,816.44	37,920.94			
<b>5</b>	35,000.70	36,050.72	37,132.18	38,246.21	39,393.59	40,575.40	41,792.66		
<b>6</b>	37,450.75	38,574.27	39,731.43	40,923.45	42,151.14	43,415.68	44,718.15		
<b>7</b>	40,072.30	41,274.47	42,512.64	43,788.09	45,101.72	46,454.78	47,848.42		
<b>8</b>	42,877.36	44,163.68	45,488.52	46,853.26	48,258.84	49,706.61	51,197.81		
<b>9</b>	45,878.78	47,255.14	48,672.72	50,132.99	51,636.96	53,186.08	54,781.65		
<b>10</b>	49,090.29	50,563.00	52,079.81	53,642.30	55,251.55	56,909.10	58,616.37		
<b>11</b>	52,526.61	54,102.41	55,725.39	57,397.26	59,119.16	60,892.74	62,719.51		
<b>12</b>	56,203.47	57,889.58	59,626.17	61,415.06	63,257.50	65,155.23	67,109.88	69,123.18	71,196.88
<b>13</b>	60,137.72	61,941.85	63,800.00	65,714.10	67,685.53	69,716.10	71,807.57	73,961.80	76,180.66
<b>14</b>	64,347.36	66,277.78	68,266.00	70,314.11	72,423.51	74,596.23	76,834.10	79,139.13	81,513.31
<b>15</b>	68,851.67	70,917.22	73,044.62	75,236.09	77,493.16	79,817.96	82,212.49	84,678.87	87,219.24
<b>16</b>	73,671.29	75,881.43	78,157.75	80,502.62	82,917.68	85,405.22	87,967.36	90,606.39	93,324.59

## **APPENDIX B - DEMOTIONS AND "RED CIRCLE" POLICY**

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### **INTRODUCTION**

This policy outlines the principles, rules and guidelines used to determine appropriate salary treatment for employees who are assigned to a lower graded position as a result of reorganization of a work unit, department or school, voluntary transfer, or due to an employee's inability to meet the requirements of his/her position.

### **POLICY**

1. It is the policy of the University to ensure that positions are filled with the best qualified employees. If an employee is unable to fulfill the responsibilities of a position, and performance has consistently been below that which is required for the position, he or she may be reassigned to a position at a lower grade.
2. The University will support employees who request a transfer to a lower graded position, and will not unreasonably deny such requests.
3. The University has the right to make changes to its organizational structure in order to further its mission. A position may be changed as a result of reorganizations, so that it is evaluated at a lower grade level.
4. The University has established reasonable provisions to limit the impact on the salary of employees who are demoted.
5. Once a position has been revised and revaluated, the position will not be eligible for review of classification for another twelve (12) months.

### **OBJECTIVE**

The objective of this policy is to establish and communicate fair and equitable provisions governing salary treatment for employees who are assigned to a lower graded position within the University, and maintain consistent treatment of employees' salaries.

### **DEFINITIONS**

Demotion is defined as assignment to a lower graded position, as a result of the employee's inability to meet the requirements of his/her position.

Voluntary transfer occurs when an employee applies for or requests reassignment to a lower graded position and is successful in obtaining the position.

Reclassification to a lower graded position refers to situations where an employee's position is re-evaluated at a lower grade level due to organizational changes beyond the employee's control.



## APPENDIX B - DEMOTIONS AND "RED CIRCLE" POLICY (cont'd)

### PROCEDURES

#### 1. INABILITY TO MEET THE REQUIREMENTS OF THE JOB AND VOLUNTARY TRANSFER TO A LOWER GRADED POSITION:

Should an employee be assigned to a lower graded position because of an inability to perform in his/her position or due to a voluntary transfer, the following salary provisions will apply.

##### Salary Treatment

- (a) Where at the time of the grade change the employee's salary is equal to or higher than the scale maximum of the lower graded position, his/her salary will:
  - (i) be adjusted to the scale maximum of the lower graded position;
  - and
  - (ii) he/she will be eligible to receive any across-the-board scale adjustment increases to the lower grade.
- (b) Where at the time of the grade change the employee's salary is less than the maximum of the lower graded position he will:
  - (i) retain his/her existing salary;
  - (ii) be eligible to receive any across-the-board or scale adjustment increases to the lower grade;
  - (iii) be eligible to progress through the range in the "normal way" to the scale maximum of the lower graded position.

#### 2. ORGANIZATIONAL CHANGES

Should an employee's position be evaluated at a lower level as a result of organizational requirements (e.g., reorganization of department/unit, reassignment of duties, re-evaluation of position, etc.), the following salary provisions will apply.

##### Salary Treatment

- (a) Should an employee's position be evaluated at a lower level, on the effective date of the change of the employee's position grade the employee will retain his/her existing salary for a period of eighteen (18) months only. Thereafter his/her salary will be adjusted to the appropriate step on the grid of the lower graded position or the scale maximum of the

## **APPENDIX B - DEMOTIONS AND "RED CIRCLE" POLICY (cont'd)**

lower graded position, save and except those employee's falling under the provisions of Article 18 - Lay-off and Recall.

- (b) If the employee's salary is above the maximum of the new salary scale, he/she will be assigned to the maximum of the new scale, and will be eligible to receive any across-the-board or scale adjustment increases to the lower grade.
- (c) If the employee's salary remains below the scale maximum of the lower graded position the employee will:
  - (i) be eligible to receive any progression through the range of adjustments which may be forthcoming, to the scale maximum of the lower graded positions;
  - (ii) be eligible to receive any across-the-board or scale adjustment increases to the lower grade.

### **RESPONSIBILITY**

The Executive Director, Human Resources or his/her designate will take the necessary action to implement the salary change and will confirm this in writing to the employee and his/her supervisor.

### **JURISDICTION**

This policy and its procedures falls under the jurisdiction of the Vice President, Administration and Finance. The interpretation and application of this policy is the responsibility of Human Resources.

## APPENDIX C - RYERSON RETREE BENEFITS SUMMARY

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Benefits are available to retirees at their own cost. Retirees are divided into two (2) categories - early and normal retirees.

An Early Retiree, referred to as "early retiree" is a person who retires between the age of fifty-five (55) and sixty-four (64).

A Normal Retiree, referred to as "retiree" is a person who retires at age sixty-five (65) or more.

Benefits coverage is offered to the retiree but can be extended to cover eligible dependants as per the definitions for dependant for full time active employees.

Life insurance as a percentage of pre-retirement levels is available to early retirees only. The percentage amount varies between forty percent (40%) and eighty percent (80%) dependant on the age of the early retiree.

The medical insurance available for early retirees and retirees is the same as that offered to full time active employees; except for certain restrictions in the areas of prescription drugs, paramedical services, vision, hearing and out-of-country care for retirees. In addition claims for retirees are reimbursed at eighty percent (80%) of eligible, reasonable and customary charges.

Modified dental insurance is available, similar to that offered to full time active employees; however, reasonable and customary claims are reimbursed at ninety percent (90%) for retirees for the basic or preventive service. Major or restorative service is reimbursed at fifty percent (50%) for early retirees and retirees. Orthodontia service is only available for early retirees and is reimbursed at fifty (50%). Total claims for retirees are limited to \$2,000.00 per year.

Costs vary from year to year dependant on claims experience. Premium rates are available in the Human Resources Department

## APPENDIX D - WORK ARRANGEMENTS FOR COACHES

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### Athletics and Recreation Department

Pattern of work for the Coaches, the Athletic Therapist, the Communications Coordinator and the Athletic Events Coordinator in Sports & Recreation (S & R) normally consists of thirty-six and one quarter (36.25) hours per week in shifts of eight (8) hours each five (5) days a week (Monday to Friday or Tuesday through Saturday).

However, during the University inter-University preparatory and actual game season which runs approximately September - March each year the above noted Sports & Recreation staff will be required to attend practices or games which may be scheduled on Saturdays and Sundays (outside the normal work pattern outlined above).

In order to accommodate this requirement the following shift changes and compensation credits have been developed.

(1) PRACTICES AND GAMES SCHEDULED DURING MONDAY TO FRIDAY ONLY

When the above noted Sports & Recreation staff are required to attend a practice or game during the period Monday to Friday, his/her start time is adjusted as required to enable him/her to attend the practice or game, without requiring him/her to work more than the normally scheduled seven and one quarter (7.25) hours per day or thirty-six and one quarter (36.25) hours per week.

(2) HOMETOWN PRACTICES AND GAMES SCHEDULED ON SATURDAYS OR SUNDAYS

When the above noted Sport & Recreation staff are required to prepare for, attend an event, or carry out post-game activities scheduled on a Saturday or Sunday, they will be credited with the compensatory time (accumulated at straight time) specifically required for them to complete their responsibilities, up to a maximum of eight (8) hours per day.

(3) OUT OF TOWN GAMES SCHEDULED ON A SATURDAY OR SUNDAY

When the above noted Sports & Recreation staff are required to attend an out of town game scheduled on a Saturday or Sunday they will be credited with actual hours in compensatory time off up to a maximum of eight (8) hours per day. This credit includes travel and preparatory time as well as game and post game responsibilities.

(4) COMPENSATORY TIME OFF AND APPROVALS

All shift changes, compensatory credits and time off must be approved by the Program Director, Sports & Recreation or his/her appointee.

Compensatory time off is scheduled as soon as possible after each game. The timing for scheduling the time off will be established by discussion between the above noted Sports & Recreation staff and their Manager, subject to the Program Director's approval.

**APPENDIX D - WORK ARRANGEMENTS FOR COACHES (cont'd)**

The above noted Sports & Recreation staff may take the earned compensatory credits during the Christmas Break period or at a later time. The timing for scheduling the time off will be established through discussion with the above noted Sports & Recreation staff and their Manager and must have the approval of the Program Director or his/her appointee.

## APPENDIX E - ADMISSIONS/LIAISON TRAVEL TIME AGREEMENT

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1. It is acknowledged that travelling and flexible hours of work are an inherent part of the value of the Admissions/Liaison jobs, therefore, some travel time outside of normal office hours is to be expected.
2. Subject to clause (1) above, when an employee travels on approved University business, after normal office hours, the following travel time credits shall apply: (For purposes of this appendix only, normal office hours shall be defined as 9:00 am. to 5:00 pm.)
  - a) Travel time credits shall only apply to the initial trip from the University/residence to the initial external destination and to the trip back to the University/residence from the last external destination.
  - b) when travel is within 90 kms radius of the University - zero time credit.
  - c) when travel is within 91 kms and 180 kms radius of the University - actual travel time shall be credited to a maximum of one hour.
  - d) when travel is within 181 kms and 270 kms radius of the University - actual travel time shall be credited to a maximum of two (2) hours.
  - e) when travel is within 271 kms and 360 kms radius of the University - actual travel time shall be credited to a maximum of three (3) hours.
  - f) when travel is within a radius of the University of 361 kms and greater of the University - actual travel time shall be credited to a maximum of four (4) hours
3. Actual travel time is defined as:
  - a) when travel is by automobile, the kilometers involved in travelling from/to University/residence to/from destination.
  - b) when travel is by public transportation the scheduled time required to travel from public departure point to public arrival point, plus one (1) hour.
4. When using a private automobile the kilometric rate established by the University shall apply.
5. When the employee is required as a condition of his/her employment to drive his/her private automobile in order to perform his/her duties, the employee upon presentation of an invoice from his/her insurance company, shall be paid that portion of the premium which is attributable to the use of the automobile for University business.

## APPENDIX F - SUNDAY PAYMENT FOR SPECIFIC DEPARTMENTS

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Article 27.08, Sunday payment, shall not apply to employees who work within the Ancillary Departments in the University, employees working in the International Living Learning Centre (ILLC) and the Computer Lab Advisors working in Computing and Communication Services (CCS) – Academic Services.

Where work is performed on a calendar Sunday by employees noted above they shall be paid, for all hours worked on Sunday, at their regular rate of pay. Work that is carried out on a calendar Sunday constitutes part of the employee's normal work week. This work schedule shall be referred to as a "continental work week."

Employees who work a continental work week will normally receive two (2) consecutive days off other than Saturdays or Sundays. If approved and assigned to work on a designated day off, the employee shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

Ancillary Departments include the following: Sports & Recreation, Bookstore, Conference Services and Facilities, Food Services, Health Centre, Multiprint and Mailroom Services, Parking, Student Housing Services and the Theatre.

## APPENDIX G - RYERSON PENSION COMMITTEE

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### **PURPOSE**

The purpose of this committee is to provide the employees, through their representatives, with a process by which they can monitor the plan, give advice on administration and communication and negotiate the benefit and the corresponding financial implications.

### **COMPOSITION**

The RFA and OPSEU shall each have two (2) representatives. This is in recognition of their size relative to the other employee groups. The MAC and CUPE groups would have one representative each, for a total of six (6) employee representatives.

Management would be represented by the Executive Director, Human Resources, the Executive Director, Finance, one Senior Director and a Dean.

Representatives from OMERS and/or our Actuaries will be present, as needed, to provide expertise to the committee. Other expertise may be permitted, from time to time, as required.

The Pension Analyst from Human Resources will act as the Secretary to the committee.

### **OPERATING MODES**

The committee would deal with two different types of issues - monitoring/information and recommendations/negotiations.

On monitoring issues, the committee would operate on an advisory basis, with decisions being forwarded to the Employee Relations and Pensions Committee, for approval by the Board.

On benefit and corresponding financial issues, the committee would divide into a Union-Management relationship, with agreements being sent to the Board through the Employee Relations and Pensions Committee. If no agreement is reached, both positions would go to the Committee for final resolution.

The Committee will determine the frequency of meetings.



## **APPENDIX G - RYERSON PENSION COMMITTEE (cont'd)**

### **TERMS OF REFERENCE**

#### **Advisory**

1. Monitor and report to the respective principals on the administration of the plan and make recommendations.
2. Promote awareness and understanding of the pension plan on the part of members of the plan and persons receiving pension benefits under the pension plan.
3. Annual review of the pension fund, financial statements and the trustee's report.
4. Review and advise the administrator on reciprocal agreements.
5. Review and recommend changes to the actuarial assumptions and the method of valuation.

#### **Negotiating**

6. Amendments to the pension document.
7. Changes to the benefit level and appropriate funding requirements.

#### **Information**

All those involved with the functioning of the pension plan are required to provide the necessary information and must do so as fast as possible, the only exception being that individual wages and benefit level will not be disclosed in order to keep personal employee data confidential. Exceptions to this confidential rule will be made only by the Executive Group.

#### **BUDGET**

A small operating budget to be assigned to this function for the day-to-day administration and the necessary training to keep the people involved current.

## APPENDIX H - DRESS CODE AND UNIFORMS

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Employees who are required to conform to the University's dress code, shall be entitled to a reimbursement of apparel as designed by the University, at one hundred percent (100%) of the University's cost and is to be purchased through the University's designated vendors.

The employee shall be reimbursed for a purchase of up to a maximum of five (5) items each for the *fall/winter* and the *spring/summer* during the first twelve (12) months of his/her appointment to a position that requires that he/she conform to the University's dress code, Thereafter, an employee shall be reimbursed annually for a purchase of up to a maximum of two (2) items each for the *fall/winter* and the *spring/summer*.

Employees who are normally required to wear a uniform, normally within Food Services, ILLC, or other food service operations, shall have uniforms provided to them by the University.

## APPENDIX I - MARKET ADJUSTMENTS

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The parties agree that the University may, in its discretion, develop and implement market adjustment programs, as the need arises, for designated classifications or selected job classes within the bargaining unit.

A market adjustment program shall adhere to the following criteria:

1. Market adjustments shall be used for a specific purpose (eg. recruitment and/or retention) and shall be for a specific and limited period of time. As such, market adjustments shall be treated as non-base salaries.
2. Market adjustments shall be paid on a quarterly basis on the first (1<sup>st</sup>) pay date after the completion of the quarter.
3. An eligible employee shall receive quarterly adjustments (one-time lump sum payments) provided that he/she continues active employment in his/her position for each of the quarters.

An eligible employee who commences employment with the University during a quarter shall have his/her non-base market adjustments for the quarter pro-rated accordingly (i.e. relative to the length of time he/she is employed during the quarter).

An eligible employee who resigns from the University within the quarter shall not be eligible to receive the applicable market adjustment, even on a pro-rated basis.

The market adjustment shall have no impact on the level of the employee's salary nor on the employee's level of benefits.

4. Market adjustments may be deemed as pensionable earnings at the employee's option.
5. Each market adjustment program will document the following:
  - (a) the rationale for the market adjustment program; e.g. skills shortage and high demand for a specific set of competencies, skills or professions
  - (b) the designated classifications or specific job classes eligible for consideration by the market adjustment program
  - (c) labour market information related to the program
  - (d) the value of the market adjustment
6. If the University determines that a market adjustment program is necessary for a designated classification or specific job classes, requests for consideration will be made at the departmental level but shall require the authorization and approval

**APPENDIX I - MARKET ADJUSTMENTS (cont'd)**

of the appropriate senior director or dean before consideration at the University level.

7. Once the University develops a program and related criteria, the local Union shall be provided with an opportunity to review and provide feedback related to criteria application. The University shall seriously consider advice and feedback received from the local Union. The local Union shall be provided with a copy of the market adjustment program, its application, and the attendant procedures.
8. Once a market adjustment program is implemented, the program shall be reviewed annually to determine if program should continue, discontinue or if any of its component parts require adjustment.
9. In the event that a decision is made by the University to discontinue the program in its entirety, the University shall provide both the local Union and affected employees with three (3) months notice of discontinuation of the program.
10. In the event that the value of the annual market adjustment is reduced, the individual employee affected will be provided with two (2) weeks notice of such reduction.
11. The parties agree that market adjustment programs and any and all issues surrounding development, implementation, application, administration and termination of the program shall not become the subject matter of a grievance (policy or individual) and shall not become the subject matter to which an Arbitrator or Arbitration Board has jurisdiction.

## APPENDIX J - RYERSON GUIDE TO CIVILITY

RYERSON UNIVERSITY  
Governors, April 2004  
Policy-Procedure

Approved by Board of

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### A GUIDE TO CIVILITY

#### I RYERSON UNIVERSITY AS A CIVIL LEARNING COMMUNITY

##### Introduction

Ryerson University is recognized for the excellence of its teaching, the relevance of its curriculum, the success of its students in achieving their academic and career objectives, the quality of its scholarship, research and creative activity, and its commitment to accessibility, lifelong learning, and involvement in the broader community.

Ryerson University is fundamentally committed to respect for human rights and dignity, academic freedom, and integrity in its governance and decision-making processes. The University places a high value on excellence in teaching and learning, and on scholarship, research and creative activities. It promotes accountability, openness and professional responsibility, and a safe humane work environment. To this end, the University has adopted and publicized policies, which are supportive of these important values, and made public its expectations. (See Appendix F).

This document sets out the rights and responsibilities of Ryerson University community members, provides guidance on civil behaviour and outlines avenues of redress and resolution for legitimate concerns and conflicts that may arise within the University.

These guidelines are not intended to impinge upon or contravene any legislative act, statute, collective agreement or University policy. Rather, the guidelines are intended to embrace and support them.

##### Ryerson University's Principles and Values

Within its introductory paragraphs, Ryerson's Academic Plan, Learning Together, offers us the following perspective on the learning community.

The idea of a learning community is a powerful one that embraces every dimension of university life. The learning component of the term speaks to the activities that give us our *raison d'être*: SRC activity, academic programs, teaching and learning, co-ops and clinical placements, reflective scholarship and so on. We are all engaged in learning; it is what we are here to do. The community component is about people. It implies interconnection, and signals that everyone in the university— faculty, students, staff and administrators— has a role to play in a shared enterprise. Taken together, learning community speaks to a spirit of inquiry, intellectual discovery, and a shared search for understanding.

A key objective in creating a learning community is to enrich the flow of ideas and intellectual energy, and to do so in an atmosphere of academic freedom and mutual respect;

## **APPENDIX J - RYERSON GUIDE TO CIVILITY (cont'd)**

### **Purpose and Objectives of this Guide**

The purpose of this Guide is to promote the creation and maintenance of a civil culture and environment within the Ryerson community. Its key objectives are to:

1. Promote a proactive approach to creating and maintaining a culture where all Ryerson community members are treated with respect and dignity, consistent with the University's stated values and principles;
2. Clarify individual, organizational and management rights and responsibilities;
3. Educate members of the Ryerson community about the impact of incivility and the types of behaviours that constitute incivility; and
4. Provide information about resources available to members of the Ryerson community.

### **Goal for the Ryerson Community**

The goal of this initiative is to encourage all members of the Ryerson community to be active participants in and to contribute to the creation and enhancement of a productive learning, teaching, work culture and environment characterized by the following values:

1. Respect for academic freedom and encourage free inquiry and debate;
2. Act as a community of scholars and embrace intellectual discovery;
3. Lead and inspire societal change and development;
4. Appreciate, respect, and encourage diversity;
5. Recognize the dignity of all community members, affording them fair and equitable treatment and showing concern for their safety and needs;
6. Value integrity and trustworthiness;
7. Treat personal and University property with respect; and
8. Search for a shared understanding of the "common" good.

### **Relationship of Guide to University Policies and Collective Agreements**

Nothing in this Guide shall be construed to change established University policies and/or collective agreements relative to academic freedom or other rights and obligations in these documents.

Nothing in this Guide shall be construed to change established and approved student assessment and feedback protocols as required by the curriculum, departmental council policies and practices or academic council policies.

## **APPENDIX J - RYERSON GUIDE TO CIVILITY (cont'd)**

This Guide should in no way encourage spurious complaints and grievances against members of the University's management. Academic and administrative leaders have the right to lead,

manage, supervise and direct the activities of employees and employees have the obligation to accept that supervision and direction.

### **Discrimination or Harassment**

The University's policy on Discrimination and Harassment Prevention specifically addresses incidents of harassment and discrimination related to prohibited grounds under the Ontario Human Rights Code (i.e. race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability, same-sex partnership status).

Ryerson community members with concerns related to discrimination and harassment are encouraged to contact Discrimination and Harassment Prevention Services. Copies of the University's policy may be obtained either through that office or on the DHPS web site at [www.ryerson.ca/equity/dhpspolicy.htm](http://www.ryerson.ca/equity/dhpspolicy.htm).

## **II CIVILITY AT RYERSON**

### **What is Civility?**

Civility requires respectful non-violent interaction among individuals and groups.

### **Civility Stakeholders**

In a university environment the impact of incivility, whether directed to students, visitors, faculty or staff, can affect the quality of teaching and research, the success of students, the reputation of the university, and the efficiency and effectiveness of operations.

### **Who is Responsible for Civility?**

Creating and maintaining a civil culture and environment is a shared responsibility of all stakeholders in the Ryerson community. Each individual, irrespective of affiliation, status or membership, has a responsibility to behave in a manner that sustains and fosters a climate of civility and reinforces the values and principles articulated in these guidelines.

### **Leadership**

Individuals who hold leadership positions and authority, whether appointed or elected to such positions, have particular responsibility not only for their own behaviour and actions but also for ensuring, to the extent of their authority and ability that:

1. A positive and productive learning, teaching, and work environment and culture is created and maintained;
2. Conflicts and concerns are addressed in a positive, timely, reasonable and effective manner; and

## APPENDIX J - RYERSON GUIDE TO CIVILITY (cont'd)

3. Persons within their jurisdiction are informed of their rights and responsibilities with respect to behaviours and conduct.

### **Community Members**

All community members are individually responsible for maintaining a civil culture and environment. Faculty and staff shall perform their duties and responsibilities in a professional manner. Faculty, staff and students must be aware of their rights and responsibilities (see Appendix A and Appendix D) and ensure that incidents of incivility are addressed as provided for in this guide.

## III DEALING WITH INCIVILITY

Civility requires respectful non-violent interaction among individuals and groups. Incivility can be any unintended or deliberate conduct or comment, directed at another individual, that a reasonable person knows, or ought to know, is unwelcome or inappropriate. Harassment is a common example of incivility, however, incivility is not limited to grounds specified in the Ontario Human Rights Code. Incivility can be subtle or overt. It may be a single event or may involve a continuing series of incidents and may involve the abuse of authority or position. Inappropriate behaviours can victimize both men and women, and may be towards, by, or between faculty, students, staff, volunteers, visitors, alumni or any other individuals that Ryerson community members interact with in the course of their employment or learning.

Incivility deals with a broad range of unacceptable behaviours including but not limited to behaviours such as: rudeness, shouting, swearing, unprofessional behaviour, intimidation, bullying, threatening comments or behaviours/actions, unsolicited and unwelcome conduct, comment (oral or written including email communication), gesture or contact which causes offense or humiliation, or physical or emotional harm to any individual which creates fear or mistrust, or which compromises and devalues the individual.

### **How are Individuals Held Accountable for Incivility?**

Faculty, Instructors and Staff: The usual practice of the University is to deal with instances of inappropriate and unacceptable behaviour consistent with the principles of progressive discipline.

The usual steps of progressive discipline are as follows:

1. Communication of standards and expectations concerning performance, conduct and/or behaviour;
2. Letter of counsel (written documentation of above);
3. Verbal reprimand, if appropriate;
4. Written reprimand, if appropriate;
5. Suspension(s) without pay or other financial sanctions;
6. Discharge.

In cases of gross misconduct, significant disciplinary steps may be taken without proceeding through the steps.



## **APPENDIX J - RYERSON GUIDE TO CIVILITY (cont'd)**

It is important to note that the provisions of the respective collective agreements that the University has with its associations and/or Unions, will guide University Administrators with respect to the imposition of discipline and/or sanctions. Nothing in this Guide detracts from the obligations and/or the responses under any existing policies of the University governing legally appropriate behaviour.

Students: Students found responsible for inappropriate behaviours are discussed in this Guide are dealt with according to the Student Code of Non-Academic Conduct through the office of the Director, Student Services. Instances of academic misconduct are dealt with under the Student Code of Academic Conduct.

### **How Do We Deal with Incidents of Incivility?**

In order to create and maintain a civil culture and environment it is important to identify incidents of incivility and to deal with the incidents quickly and appropriately. Members of the Ryerson community must understand what is meant by incivility, feel comfortable with addressing their concerns and be aware of their rights and responsibilities.

Generally, and where appropriate, members of the community should address incidents directly with the individual responsible for the behaviour. This allows the opportunity to clear up misunderstandings or to resolve complaints informally, without having to go through a formal process.

If the informal, direct intervention does not resolve the issues or concerns, then community members are encouraged to seek advice and assistance from a variety of resources available to them, which are listed below.

In the event that this second intervention option does not resolve the issues or concerns, the community member may exercise his/her right to lodge a formal complaint using the existing recourses available to them through University policies and/or collective agreements.

It is important to note that informal resolutions are not always an option. Where matters are governed by law or specific policy, requirements may preclude informal resolution. It is important to be aware of rights and responsibilities under specific laws and policies or to seek advice from the individuals at the University who are responsible for the application of specific laws and policies.

### **Where Can I Go For Help?**

Depending upon the nature of the issue at hand, an individual may be advised to address a query, concern or complaint to a specific office. However, in general, the following offices are recommended to assist community members with issues involving incivility.

Students are encouraged to seek assistance from the following resources:

1. Academic Advisors
2. Student's program department
3. Director, Student Services
4. Ombudsperson
5. Discrimination and Harassment Prevention Services
6. Student Services advisors and counsellors
7. RyeSAC or CESAR
8. Dean
9. Vice President, Administration and Student Affairs

## **APPENDIX J - RYERSON GUIDE TO CIVILITY (cont'd)**

Faculty, instructors and staff may obtain assistance from one of the following offices:

1. Immediate supervisor (chair, director, dean)
2. Human Resources including Employment Equity
3. Vice Provost, Faculty Affairs
4. Provost and Vice President Academic
5. Vice President, Administration and Student Affairs
6. Unions and/or associations
7. Discrimination and Harassment Prevention Services

## APPENDIX J - RYERSON GUIDE TO CIVILITY (cont'd)

### APPENDIX A Legal Framework

#### **Ontario Human Rights Code**

The Ontario Human Rights Code provides specific rights and protection to all individuals in the province. The Ontario Human Rights Code recognizes the inherent dignity and worth of every person. It aims to create a climate of understanding and mutual respect so that each person is able to contribute fully to the development and well-being of the community. Incidents of incivility may contravene the Code. For further details, community members should refer to the University's Discrimination and Harassment Prevention policy, or contact Discrimination and Harassment Prevention Services.

#### **Occupational Health and Safety Act**

The provisions of the Occupational Health and Safety Act establish an organizational framework for ensuring the health and safety of all individuals within the workplace. The framework outlines an internal responsibilities system where the employer, workers and supervisors share joint responsibility for identifying and solving health and safety issues. Incidents of incivility may contravene the Act. For further details, community members should refer to the University's Environmental Health and Safety System policy, or contact the Centre for Environmental, Health, Safety and Security Management.

### APPENDIX B University Policies

The University has developed and implemented a series of policies that further enhance the creation of a civil environment and culture. These include:

1. Discrimination and Harassment Prevention
2. Employment Equity
3. Accommodation of Employees and Applicants with Disabilities
4. Freedom of Information Guidelines
5. Environmental Health and Safety System
6. Student Code of Academic Conduct
7. Student Code of Non-Academic Conduct

A more comprehensive list of University policies related to rights and responsibilities are listed in Appendix (F) attached to these guidelines.

#### **Student Code of Conduct**

Much of the Student Code of Non-Academic Conduct addresses the type of learning environment to which students have both a right, and a responsibility to create and maintain. Incivility may be considered a breach of the Code in specific circumstances. The full Code is provided to all Ryerson students. Students can also contact Academic Council or Student Services concerning its application. A list of Student Rights and Responsibilities can be found in the Ryerson Student Guide.

## APPENDIX J - RYERSON GUIDE TO CIVILITY (cont'd)

### APPENDIX C Collective Agreements

In recognition of individual rights and responsibilities the University and its associations and Unions have negotiated language in their collective agreements which outline rights, duties and obligations of faculty, instructors and staff and which reinforce, facilitate and foster the creation and maintenance of a civil culture and environment.

#### 1. Ryerson Faculty Association Collective Agreement

Article 7.3 Obligations of Faculty Members

B. Consistent with Article 11 [Academic Freedom], faculty members shall make every attempt to create an atmosphere of mutual respect in which students may learn. Faculty members shall make every effort to stimulate intellectual curiosity and enthusiasm for learning.

C. Faculty members acknowledge a responsibility to the University and to each other, insofar as this is necessary to serve students.

D. Faculty members will make every effort to respect the dignity and integrity of their colleagues and to sustain a climate in which members of the Faculty are able to function as responsible academics.

#### 2. CUPE, Local 3904 - Unit 1 - Part Time & Sessional Instructors

Article 16 Duties and Obligations

14. While Instructors shall have the freedom to participate in general discussions of issues arising within the University, any criticism expressed in such discussions shall be characterized, as must criticism voiced anywhere, by a sense of responsibility. Further, Instructors shall not discuss their grievances with students.

15. Instructors shall refrain from expressing or condoning views or adopting attitudes and behaviours that might damage or violate the self-respect, dignity and human rights of the students they teach.

16. Instructors shall respect the dignity, integrity and human rights of their teaching and non-teaching colleagues and shall sustain a climate in which members of instructional staff may function as responsible academics.

#### 3. CUPE, Local 3904 Unit 2 - Continuing Education Instructors

Article 12.02 Duties and Obligations

A. While Continuing Education Instructors shall have the freedom to participate in general discussions of issues arising within the University, any criticism expressed in such discussions shall be characterized, as must criticism voiced anywhere, by a sense of responsibility. Further, Continuing Education Instructors shall not discuss their grievances with students.

B. Continuing Education Instructors shall refrain from expressing or condoning views or adopting attitudes and behaviours, which might damage or violate the self-respect, dignity and human rights of the students they teach.

## APPENDIX J - RYERSON GUIDE TO CIVILITY (cont'd)

C. Continuing Education Instructors shall respect the dignity, integrity and human rights of their teaching and non-teaching colleagues and shall sustain a climate in which members of instructional staff may function as responsible academics.

### APPENDIX D Rights and **Responsibilities** of all Community Members

Based on the legislative framework, the University's policies and collective agreements, Ryerson University will continue to make every effort to ensure that all members of its community can realize the following expectations.

#### A. **Rights**

**Respect for Human Dignity:** All persons should expect to be treated with respect and in a civil manner at all times by members of the University community.

**Fair and Impartial Evaluation:** All persons can expect to be graded or evaluated in a fair and impartial manner and to be protected by well-defined procedures against capricious evaluation. Students will be provided with course outlines at the beginning of their courses, which include the basis upon which they will be graded. Staff members will be given job descriptions and will be informed of the basis upon which their performance will be judged.

**Access to Policies and Procedures and Interpretation of Policy:** All persons will be provided with access to policies and procedures, which govern their University environment. All persons can expect to be provided with clarification and the rationale for policies and procedures upon inquiry and can make representation for change to policies and procedures.

**Access to and Protection from Improper Disclosure of Records:** All persons will be provided with the opportunity to examine their personnel files, to challenge the contents of these files, and to add refuting documentation as dictated by freedom of information and privacy legislation, and as outlined in University policy. This right does not impede normal access to records by University officials in the conduct of their duties. All persons may expect the University to comply with privacy laws to protect files from improper disclosure.

**Protection from Retaliation as a Result of Exercising Any Right:** All persons should expect to be protected against any retaliation or threat of retaliation as a result of exercising any legal right or from making any legitimate complaint or appeal.

**Freedom from Abuse of Authority:** All persons should expect to be free from abuse as a result of the improper use of authority. Such abuse could take the form of intimidation, threats, or coercion, etc.

**Freedom from Harassment:** All persons should expect a campus environment, which is free from harassment, intimidation, threats, and physical, emotional or psychological abuse.

**Freedom from Ridicule and Humiliation:** All persons should expect to be free from deliberate ridicule or other forms of humiliation by those in authority in a classroom, learning, or work environment.

**Security of the Person and Personal Property:** All persons should expect to have their person and their personal property respected by other members of the University community, and to be free from unreasonable search and seizure.

## **APPENDIX J - RYERSON GUIDE TO CIVILITY (cont'd)**

**Healthy Physical Environment:** All persons should expect to have a healthy physical environment on campus such as that which is prescribed in the Occupational Health and Safety Act Revised Statutes of Ontario (1990).

**Freedom from Undue Interference or Disruption:** All persons should expect to be able to work or study without undue interference or disruption by others with the expectation that appropriate measures will be implemented by authorities in order to maintain this right.

**Accommodation:** All persons with disabilities should expect that accommodation would be made once a need relating to a disability has been identified consistent with appropriate legislation, such as the Ontario Human Rights Code and the Workplace Safety Insurance Act, or University policies.

**Lodging of Complaints:** All persons may lodge complaints regarding their courses, services, environment, policies, or any aspect of campus life with University officials. Students also have the opportunity to lodge complaints with the Ombudsperson and RyeSAC.

**Awareness of Services:** All persons should expect to be informed, by suitable means, of University services available to them so that they can choose to take advantage of services provided by the University and by the Students' Association or student councils.

**Representation of the Individual by a Group:** All persons should expect to be able to become members of a students' association or councils, a labour union, depending upon their status, and to expect such a group to consider their needs and views, and to represent their interests according to the charters of the respective groups.

**A Note on Limitations to Rights, Freedoms and Privileges:** Legal authorities can impose limitations to rights, freedom and privileges by University disciplinary sanctions, through changes in status, or by the overriding rights of others. Anyone having a query about such matters should seek assistance from the sources listed in the Appendix.

### **B. Responsibilities**

**Responsibility to Honour Appropriate Conduct:** All persons have the responsibility to honour the respective Codes of Conduct, if applicable, or their duties and obligations as set out in various collective agreements and university policies, in spirit and in deed.

**Responsibility to Become Informed:** All persons have the responsibility to make reasonable efforts to apprise themselves of the rules and regulations governing their particular academic or work environment, and of any service they may use.

**Responsibility to Recognize and Respect the Legitimate Exercise of Authority:** All persons have the responsibility to recognize and respect the legitimate exercise of authority whether it is the authority of a professor in a teaching environment, an officer in an administrative service, or protective security officer performing security duties.

**Responsibility to Lodge Complaints in a Timely Manner According to Established Procedures:** All persons have the responsibility to lodge complaints in a timely manner and according to procedures, where these have been established or appropriate legislation.

**Responsibility to Assist in the Maintenance of Good Order in the Learning Environment:** All persons have the responsibility to assist in all reasonable ways to maintain good order and an environment that is conducive to the learning process.

## **APPENDIX J - RYERSON GUIDE TO CIVILITY (cont'd)**

Responsibility Towards University Property and Premises: All persons have a responsibility to take good care of University property, and to leave premises in a clean and proper order after use.

### **APPENDIX E**

#### **Responsibilities Shared By Students and Professors/Instructors**

There has always existed an implicit learning contract between professors and students, which is designed to facilitate and maximize the opportunity for student success. Some of the basic elements of this contract are listed below.

**Responsibility to Apprise Oneself of Academic Regulations:** Students and professors have a responsibility to acquaint themselves with regulations which are applicable to their academic life, e.g. policies regarding grading, plagiarism, etc. (References should be made to the University calendar, the student handbook, and school or departmental policies. All academic policies can be found on the Academic Council website.) Students also have a responsibility to become acquainted with the content of all received course outlines.

**Responsibility to Respect Time Allocations:** Students and professors have a mutual responsibility to respect the time allocations for classes.

**Responsibility Regarding Missed Classes:** The professor, with the assistance of the academic department, has a responsibility to provide students with alternative opportunities to compensate for a class, which must be cancelled. Students have a responsibility to acquire information missed and complete any assigned work for classes, which they cannot attend.

**Responsibility to be Aware of Examination Schedules:** Students and professors have the responsibility to apprise themselves of examination timetables and locations.

**APPENDIX J - RYERSON GUIDE TO CIVILITY (cont'd)**

**APPENDIX F**

**Policies Relevant to Faculty, Staff and Students**

<b>Policy</b>	<b>Contact</b>
Accommodation Of Employees and Applicants with Disabilities	Human Resources, Employment Equity Unit; ext. 7676; <a href="http://www.ryerson.ca/working/">www.ryerson.ca/working/</a>
Conflict of Interest	Human Resources; ext. 5076; <a href="http://www.ryerson.ca/working/">www.ryerson.ca/working/</a> Vice Provost, Faculty Affairs; ext. 5101; <a href="http://www.ryerson.ca/teaching/">www.ryerson.ca/teaching/</a>
Collective Agreements	Human Resources; ext. 5076; <a href="http://www.ryerson.ca/working/">www.ryerson.ca/working/</a> Vice Provost, Faculty Affairs; ext. 5101; <a href="http://www.ryerson.ca/teaching/">www.ryerson.ca/teaching/</a>
Discrimination and Harassment Prevention	Discrimination and Harassment Prevention Services; ext. 5349 <a href="mailto:dhpoffic@ryerson.ca">dhpoffic@ryerson.ca</a>
Employment Equity	Human Resources; ext. 5076; <a href="http://www.ryerson.ca/working/">www.ryerson.ca/working/</a> Vice Provost, Faculty Affairs; ext. 5101; <a href="http://www.ryerson.ca/teaching/">www.ryerson.ca/teaching/</a>
Environmental Health and Safety System	Centre for Environmental Health, Safety and Security Management; ext. 7096; <a href="http://www.ryerson.ca/ca/cehsm">www.ryerson.ca/ca/cehsm</a>
Freedom of Information Guidelines	Board Secretariat; ext. 5004
Personal Information Protection Guidelines	Board Secretariat; ext. 5004
Student Code of Non Academic Conduct	Student Services; ext. 6625; <a href="http://www.ryerson.ca/student-services">www.ryerson.ca/student-services</a>
Student Code of Academic Conduct	Secretary of Academic Council; ext. 5011; <a href="http://www.ryerson.ca/acadcouncil">www.ryerson.ca/acadcouncil</a>

**Policies Relevant to Students**

<b>Policy</b>	<b>Contact</b>
Course Management Policy	Vice Provost, Faculty Affairs; ext. 5101; <a href="http://www.ryerson.ca/teaching/">www.ryerson.ca/teaching/</a> Secretary of Academic Council, ext. 5011; <a href="http://www.ryerson.ca/acadcouncil">www.ryerson.ca/acadcouncil</a>
Policy on Grading, Promotion and Academic Standing	Registrar; ext. 5100; <a href="http://www.ryerson.ca/registrar">www.ryerson.ca/registrar</a> Secretary of Academic Council, ext. 5011; <a href="http://www.ryerson.ca/acadcouncil">www.ryerson.ca/acadcouncil</a>
Program/Departmental Councils	See University Telephone Directory for contact information
Religious Observance Policy	Registrar; ext. 5100; <a href="http://www.ryerson.ca/registrar">www.ryerson.ca/registrar</a> Secretary of Academic Council, ext. 5011; <a href="http://www.ryerson.ca/acadcouncil">www.ryerson.ca/acadcouncil</a>
Student Code of Non Academic Conduct	Student Services; ext. 6625; <a href="http://www.ryerson.ca/student-services">www.ryerson.ca/student-services</a>
Student Code of Academic Conduct	Secretary of Academic Council; ext. 5011; <a href="http://www.ryerson.ca/acadcouncil">www.ryerson.ca/acadcouncil</a>
Undergraduate Academic Consideration and Appeals Policy	Secretary of Academic Council; ext. 5011; <a href="http://www.ryerson.ca/acadcouncil">www.ryerson.ca/acadcouncil</a>



**APPENDIX J - RYERSON GUIDE TO CIVILITY (cont'd)**

Additional Resources

<b>Resource</b>	<b>Contact</b>
RyeSAC	ext. 7508
CESAR	ext. 5193
Ombudsperson	ext. 7450
Ryerson Faculty Association	ext. 5186
OPSEU	ext. 5351
CUPE, Local 3904	ext. 5159
CUPE, Local 233	ext. 7880
Ontarians with Disabilities Report on Accessibility	<a href="http://www.ryerson.ca/vpasa">www.ryerson.ca/vpasa</a>
Collective Agreements	Human Resources, ext. 5076; <a href="http://www.ryerson.ca/working/">www.ryerson.ca/working/</a> Vice Provost, Faculty Affairs, ext. 5101; <a href="http://www.ryerson.ca/teaching/">www.ryerson.ca/teaching/</a>
Emergency Awareness, Preparedness and Response Plan	Centre for Environmental Health, Safety and Security Management; ext. 7096; <a href="http://www.ryerson.ca/cehsm">www.ryerson.ca/cehsm</a>
Performance Management and Appraisal	Human Resources; ext. 5076; <a href="http://www.ryerson.ca/working/">www.ryerson.ca/working/</a>

LETTER #1

RE: VACATION PAY FOR RESEARCH ASSISTANTS

July 1, 2004

Renewed: July 1, 2007

To: Stephanie Blake  
President, OPSEU  
Local 596

This letter will reflect our discussions at the current round of negotiations. It is understood and agreed to by the parties that the agreed to increase in vacation pay for the Research Assistants in Article 14, will not result in any further increase in benefits for Research Assistants. In addition, this increase in vacation pay will not result in a precedent for vacation pay/leave increases for any other type of employee within the OPSEU bargaining unit.

Larissa Allen  
Executive Director, Human Resources

July 1, 2004

**Renewed:** July 1, 2007

To: Stephanie Blake  
President, OPSEU  
Local 596

This letter will reflect our discussions at the current round of negotiations with respect to the process regarding the remuneration of employees with a potential workplace injury.

The arrangements outlined below shall remain in force for the duration of this Collective Agreement only.

Where an employee is not able to continue working or is absent from work because of a potential workplace injury or incident, the University will continue to pay the employee eighty five (85%) of his/her normal salary for a period of twenty-two (22) working days provided the following conditions are met:

1. The employee must co-operate and complete all required WSIB and/or University documentation in a timely manner and must provide evidence to the University to that effect.
2. The employee must fully co-operate with any request for information made by the WSIB.
3. The employee must seek medical attention in a timely fashion following his/her absence from work and is required to sign a release to allow the University's medical director designate to substantiate the absence from work. The University shall provide a copy of the signed release to the Union.

It is understood by the parties that the information disclosed or any other communication from the treating Health Professional will not include diagnostic or clinical information, save and except any such disclosure or communication to the University's medical director designate.

In the event that the University's medical director designate cannot substantiate the absence, the parties agree that the employee's remuneration shall cease until the employee returns to work.

If the University's medical director designate substantiates the absence and the WSIB subsequently denies the employee's claim, the parties agree that the employee will be placed on sick leave, for the applicable time period, retroactive to the start of the absence. Further, the University shall provide the employee with the remaining fifteen (15%) of his/her normal salary for the applicable time period.

**LETTER #2      REMUNERATION PENDING WSIB DETERMINATION(cont'd)**

The parties understand and agree that if the employee's claim is approved, the WSIB shall remit to the University any monies allocated for the first twenty-two (22) working days of the claim.

The parties further understand and agree that the above arrangements are being entered into merely as an administrative convenience, and are without prejudice to the University's position on WSIB policy or the legitimacy of the employee's WSIB claim nor in any way fetter or impede the University's right to question the legitimacy of an employee's WSIB claim or the legitimacy of an employee's claim for sick leave. Accordingly, an employee's status during the initial twenty-two (22) working day period and beyond is either that of WSIB pending, sick leave or an injured worker on WSIB and not that of an active employee of the University.

A procedure to facilitate the above process as determined by the Human Resources Department and communicated to the Union shall apply.

Larissa Allen  
Executive Director, Human Resources

LETTER #3

RE "PROSTATE CANCER TEST"

July 1, 2004

**Renewed:** July 1, 2007

To: Stephanie Blake  
President, OPSEU  
Local 596

This letter will confirm our discussions at this current round of bargaining.

The University agrees to pay the cost of prostate cancer tests for all probationary and regular employees and their spouses and dependants.

Larissa Allen  
Executive Director, Human Resources

LETTER #4

NEW PANDEMIC IING

June 6, 2007

To: Louise Lichacz  
President  
OPSEULocal 596

This letter will reflect our discussions at the current round of negotiations. Specifically, the parties discussed the fact that there is a current concern that there may be a possibility of a worldwide pandemic. An example of such a pandemic is the threat of the H5N1 avian flu mutating to a state that allows for transmission between humans.

The University is planning ahead for a pandemic. The University will develop a protocol and implementation plan relative to the operational issues identified by the University, which may impact on members of the bargaining unit in the case of a pandemic. The local Union will be provided with an opportunity to review the material presented by the University and agrees to seriously consider the protocol and implementation plan and will not unreasonably withhold its co-operation.

Larissa Allen  
Executive Director, Human Resources

LETTER #5

INFORMATION TO THE UNION

June 6, 2007

To: Louise Lichacz  
President  
OPSEULocal 596

This letter will confirm our discussions at this current round of negotiations.

As we discussed, the Human Resources Department will be implementing a new Human Resources Information Management System. As a result, in light of this new system implementation the information that the University provides the Union (as outlined in the applicable Collective Agreement provisions) may result in changes in reporting format or other related system changes that may impact employees of the bargaining unit. In such cases, the Union will be advised accordingly.

Larissa Allen  
Executive Director, Human Resources

**LETTER #6**

**POSITION VACANCY APPLICATIONS**

June 7, 2007

To: Louise Lichacz  
President  
OPSEULocal 596

This letter will confirm our discussions at this current round of bargaining. Specifically, Article 16.03 states that applicants must apply for position vacancies electronically.

Notwithstanding this requirement, for the life of this Collective Agreement, applicants who do not have access to a computer can submit a paper copy of their application to the Human Resources Department. Replies and information to the applicant will also be communicated as a paper copy.

Larissa Allen  
Executive Director, Human Resources



LETTER #7      JOINT   )      ON      IS

June 14, 2007

To: Louise Lichacz  
President  
OPSEU Local 596

This will confirm the substance of our agreement at this round of bargaining.

The parties recognize that adequate and sustained benefit protection is a desirable goal and serves the interests of both the member of the OPSEU bargaining unit and the University.

As such, the University and the Union have agreed to a joint committee on benefits. The objectives of this committee will be to review the current benefits and costs and to examine the feasibility with respect to offering members of the bargaining unit a flexible benefit plan including a health card and spending account. Within this context, the committee will examine the advantages and disadvantages of a flexible benefit plan of offering an alternative choice in selecting a benefit program for the current and/or new employees joining the University. A draft agenda is attached to inform the parties of the scope of the review.

The University shall provide expert advice, research, data and information to the committee through its benefits service provider. The Union may, if it so wishes, invite its own benefit consultant to attend at any meetings held between the parties.

The parties shall be equally represented, up to a maximum of five (5) appointees.

The parties will complete their study and will make recommendations to the Executive Director, Human Resources and the President of the OPSEU local no later than October 31, 2008.

Larissa Allen  
Executive Director, Human Resources

LETTER #8

JOINT UNION/MANAGEMENT COMMITTEE ON STAFF TRAINING AND  
DEVELOPMENT

June 15, 2007

To: Louise Lichacz  
President  
OPSEULocal 596

The Union and the University agree to refer the following two matters to the Joint Union/Management Committee on Staff Training and Development for a feasibility study.

1. A job shadowing training and development program.
2. Terms and conditions of an employee prepaid leave plan.

The Committee should present its report to the Executive Director, Human Resources and the President of Local 596 by December 31, 2009.

Subject to review of the feasibility studies the parties may choose to:

- (a) implement the recommendations of the study,
- (b) modify the recommendations, or
- (c) defer the recommendations to the next round of negotiations.

If the parties agree to either (a) or (b) above, implementation of the final plan(s) will be executed through a Letter of Understanding.

Larissa Allen  
Executive Director, Human Resources

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