

SUNDAY, MARCH 3, 2024 @ 11:00PM

WITHDRAWN IF NOT ACCEPTED BY SUNDAY, MARCH 3, 2024 @11:59PM

MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO  
(hereinafter referred to as "the University")

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261 – 89 CHESTNUT  
(hereinafter called "the Union")

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.
2. The term of the renewal collective agreement shall be from January 1, 2024 to December 31, 2026.
3. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto.
4. The provisions of the collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, save and except where retroactivity is expressly provided for.
5. All attached items numbered 1 to 50 are incorporated.

FOR THE UNIVERSITY

FOR THE UNION

Hannah Moffat

[Signature]

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[Signature]

Yvonne Hill

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R. Allayne

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DATED AT TORONTO THIS 7<sup>th</sup> DAY OF MARCH 2024

**University of Toronto Economic Proposal – March 3, 2024 @ 11:00 PM**

1) Across-the-Board (ATB) increases and adjustments to Schedule B: Wages CUPE 3261-89 Chestnut

January 1, 2024	<b>5.7%</b> ATB increase to be applied to December 31, 2023 base salary
January 1, 2025	<b>2.0%</b> ATB increase to be applied to December 31, 2024 base salary
January 1, 2026	<b>1.8%</b> ATB increase to be applied to December 31, 2025 base salary

- The January 1, 2024 increase will be retroactive only for those employees who are actively employed in the bargaining unit on the date of ratification.

2) Increase to Minimum Wage Rate

- Effective January 1, 2024, all wage rates listed in Schedule B: Wages CUPE 3261-89 Chestnut of the 2024-2026 Collective Agreement that are below \$18.00 per hour after the January 1, 2024 ATB increase has been applied shall be further increased to **\$18.00 per hour**, which shall be retroactive to January 1, 2024 only for those employees who are actively employed in the bargaining unit on the date of ratification.
- Effective January 1, 2025, all wage rates listed in Schedule B: Wages CUPE 3261-89 Chestnut of the 2024-2026 Collective Agreement that are below \$19.00 per hour after the above-noted ATB increases have been applied shall be further increased to **\$19.00 per hour**.
- Effective January 1, 2026, all wage rates listed in Schedule B: Wages CUPE 3261-89 Chestnut of the 2024-2026 Collective Agreement that are below \$20.00 per hour after the above-noted ATB increases have been applied shall be further increased to **\$20.00 per hour**.

3) **Effective date of ratification**, further changes to **classifications in** Schedule B: Wages CUPE 3261-89 Chestnut as follows:

- Delete the New Hire rates for all classifications
- Combine classification Cashier/Hostess into Food Service Worker at the higher Food Service Worker rate (see attached LOI)
- **Increase the rate of pay for the Cook classification from \$24.84 to \$25.50 (inclusive of the 5.7% ATB increase effective January 1, 2024), to which the January 1, 2025 and January 1, 2026 ATB increases shall apply**
- **Increase the rate of pay for the Food Service Worker classification from \$24.53 to \$25.00 (inclusive of the 5.7% ATB increase effective January 1, 2024), to which the January 1, 2025 and January 1, 2026 ATB increases shall apply**

- Increase the rate of pay for the Lead Hand Food Service Worker classification from \$26.20 to \$26.29 (inclusive of the 5.7% ATB increase effective January 1, 2024), to which the January 1, 2025 and January 1, 2026 ATB increases shall apply
  - Increase the rate of pay for the Cashier/Hostess classification from \$23.80 to \$25.00 (inclusive of the 5.7% ATB increase effective January 1, 2024), to which the January 1, 2025 and January 1, 2026 ATB increases shall apply
  - Increase the rate of pay for the Room & Public Service Attendant classification from \$24.75 to \$25.00 (inclusive of the 5.7% ATB increase effective January 1, 2024), to which the January 1, 2025 and January 1, 2026 ATB increases shall apply
  - Increase the rate of pay for the Make Ready Team classification from \$24.83 to \$25.00 (inclusive of the 5.7% ATB increase effective January 1, 2024), to which the January 1, 2025 and January 1, 2026 ATB increases shall apply
- 4) Effective date of ratification, add Red Seal Premium of **\$1.00 per hour** for employees in the Cook classification who have received their Red Seal certification (see attached Letter of Understanding #12: Red Seal Premium).
- 5) **Effective May 1, 2024**, amend Article 12:07: Paid Personal Leave of Absence to include **one (1) additional** paid Personal Leave day (for a total of five (5) days) (see attached).
- 6) Delete existing Letter of Understanding #6: Retirement Allowance for Full-Time Employees and replace with an Early Retirement Bridge Benefit Outside of the Pension Plan (the same as for CUPE 3261 Full-Time & Part-Time) for the following effective dates:
- For retirements on or after **March 31, 2024** up to and including November 30, 2026
- The Early Retirement Bridge Benefit Outside of the Pension Plan shall not apply to any Pension Plan member receiving a voluntary retirement or exit/severance incentive under any other program.
- 7) Amend Letter of Intent: Educational Assistance to make same as CUPE 3261 Full-Time & Part-Time.
- 8) Delete existing Short Term Disability benefit in Article 20:04 and replace with all of the same sick leave, attendance and absenteeism provisions as CUPE 3261 Full-Time & Part-Time for eligible employees.
- 9) Effective date of ratification, eligible employees in the bargaining unit may participate in the same Child Care Benefit Plan and in the same pool in accordance with the same provisions as CUPE 3261 Full-Time & Part-Time. For clarity, this will remain the same

total amount of money and the same benefit(s) as is currently available for CUPE 3261 Full-Time & Part-Time bargaining unit.

- 10) ~~Effective date of ratification, increase the shift premium in Article 25.01 from seventy-five (\$0.75) cents per hour to one dollar (\$1.00) per hour for all hours worked during an evening and/or night shift where the majority of hours worked during that shift fall between 4:00 p.m. and 8:00 a.m. (see attached).~~

Effective date of ratification, increase the shift premium to \$1.00 per hour for all employees as set out in Article 25.01– Shift Premium (as attached).

- 11) Effective date of ratification, increase the safety shoe or boot reimbursement from up to a maximum \$175 to up to \$200 annually.

- 12) Effective July 1, 2025, the University will align the Vacation provisions and entitlements of the CUPE 3261-89 Chestnut Collective Agreement to match the Vacation provisions and entitlements of the CUPE 3261 Full-Time & Part-Time Collective Agreement in all material respects.

- 13) Effective date of ratification, align the Bereavement provisions as set out in Article 27: Bereavement Leave with the Bereavement provisions in the 2023-2026 CUPE 3261 Full-Time & Part-Time Collective Agreement.

- 14) Effective April 1, 2024 the benefit coverage and cost sharing for the benefit plans listed in Article 20.01 shall be aligned with the benefit coverage and cost sharing under the CUPE 3261 Full-Time & Part-Time Collective Agreement. The Employer's contribution towards the cost of premiums for the Extended Health Care Plan and Dental Care Plan as set out in Article 20.01 (a) and (b) shall be increased as follows:

- Increase Employer contribution towards Extended Health Care Plan premiums from 75% to 85%
- Increase Employer contribution towards Dental Care Plan premiums from 80% to 90%

- 15) Effective date of ratification, provide meals to all employees in the CUPE3261-89 Chestnut bargaining unit in accordance with Article 28:01 (see attached).

University of Toronto  
March 3, 2024

**For the University**

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**For the Union**

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CUPE 3261 - 89 Chestnut

Classification	Job	PS Grp/Level	1-Jan-24	1-Jan-25	1-Jan-25
			Amount	Amount	Amount
Room & Public Area Attendant**	1983	30U	\$ 24.75	\$ 25.25	\$ 25.70
Chef de Partie	571	01U	\$ 28.70	\$ 29.27	\$ 29.80
Lead Cook	572	02U	\$ 26.78	\$ 27.32	\$ 27.81
Cook	573	03U	\$ 24.84	\$ 25.34	\$ 25.80
Food Service Worker*	1985	32U	\$ 24.53	\$ 25.02	\$ 25.47
Cashier/Hostess	580	10U	\$ 23.80	\$ 24.28	\$ 24.72
Banquet Server	584	14U	\$ 17.49	\$ 17.84	\$ 18.16
Banquet Bartender	866	20U	\$ 17.49	\$ 17.84	\$ 18.16
Banquet Porter	579	09U	\$ 20.76	\$ 21.18	\$ 21.56
Banquet Cashier	587	17U	\$ 23.80	\$ 24.28	\$ 24.72
Parking Attendant	581	11U	\$ 24.53	\$ 25.02	\$ 25.47
Maintenance General	578	08U	\$ 26.94	\$ 27.48	\$ 27.97
Make Ready Team	922	23U	\$ 24.83	\$ 25.33	\$ 25.79
Lead Hand Food Service Worker***	1984	31U	\$ 26.20	\$ 26.72	\$ 27.20

**NOTE**

This wage grid only captures the Across-The-Board increases of 5.7%, 2%, and 1.8%.

It does not account for realigned wage rates or increases to minimum rates of \$18 or \$25 as outlined in the Tentative Agreement.

Despite not appearing here, these changes will nonetheless be in effect upon ratification and will be reflected in the final Collective Agreement document.

## ARTICLE 4: RELATIONSHIP

4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either them or their representatives, of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

~~4.02 The Union undertakes that no Union activity shall be carried on in the premises, except as otherwise provided herein.~~

4.03~~2~~ A properly authorized representative(s) of the Union a "Union Representative" shall have access to the premises at all reasonable times for purposes of adjusting grievances, negotiating the settlement of disputes and for carrying into effect the purposes of this Agreement. Union Representatives shall, upon arrival at the Residence, advise the **appropriate** Manager, ~~Chestnut Residence and Conference Centre~~ of the visit and shall be subject to all security rules of the Residence.

4.03 a) It is agreed that there shall be no solicitation of members, collection of dues or other Union activities on the premises of the Employer during working hours except as permitted by this Agreement.

b) The Employer agrees that the Local Union President or Union Steward shall be given the opportunity of interviewing each new employee once, on completion of sixty (60) working days of employment, for the purpose of informing such employee of the existence of the Union at the University. Where there are a number of employees to be interviewed, it is agreed that it shall be done on a group basis. The Union will be notified of the names and classifications of all newly hired employees within the bargaining unit. The Employer shall advise the Union on a quarterly basis as to the names of the persons to be interviewed, and the time and place for such interview, the duration of which shall be reasonable but not more than sixty (60) minutes.

c) The Employer shall include in its written employment offers the following statement: "A statement about the Union prepared by the Union along with other information about the Union can be found on the Union's website (<https://3261.cupe.ca>). All of this information is that of the Union, represents the views of the Union and has not been approved or endorsed by the University. You may contact your Union in person at 703 Spadina Avenue, 2<sup>nd</sup> Floor, by telephone at the Union office at (416) 946-7620, or by cellphone at (416) 738-4491. You may also contact your Union by email at [president@cupe3261.ca](mailto:president@cupe3261.ca).

d) In the event the Union changes the web address for the CUPE Local 3261 home page, the Union will notify the Employer of the new web address



**without undue delay. Further, it shall be the responsibility of the Union to notify the Employer of any change to the Union's contact information as referred to in paragraph (a) above without undue delay.**

**4.04** The University and the Union agree to uphold the *Human Rights Code* and will not under any circumstances permit employment practices and procedures in contravention of it.

**4.05** The Employer and the Union shall not discriminate against an employee because of membership or activity in the Union, or the exercise of the employee's lawful rights, or with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, gender identity, gender expression, marital status, family status, religion, nationality, ancestry or place of origin, ethnic origin, citizenship, political affiliation or belief, record of offences unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment, sexual orientation, sexual minority, place of residence, physical handicap or disability, providing that such handicap or disability does not clearly prevent the carrying out of the required duties. Employees covered by this Agreement who feel that they have suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

**4.06** Violation by an employee of any of the foregoing provisions may be cause for discharge or discipline by the Employer.

**For the University**

**For the Union**

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**ARTICLE 6: Representation**

**6:05 ~~The Employer undertakes to introduce new employees to the Union Steward during the employee's first week of employment. The Union Steward will be given the opportunity to provide the new employee with introductory information including the Collective Agreement.~~**

**For the University**

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**For the Union**

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**NEW**

**Administrative Assistance**

**6.10 The University will grant leave up to a maximum of forty-eight (48) hours per month, of which twenty-four (24) hours will be granted with pay and twenty-four (24) hours reimbursed to the University from the Union, to one (1) non-probationary member in order that they may conduct business on behalf of the Local Union. The Union shall provide as much advance notice as practicable of such leave to the Employer. The notice shall include the employee's name and all applicable date(s) and time(s) of such leave.**

**For clarity, this leave will be available to only one (1) member at a time from either this bargaining unit or the CUPE 3261 Full-Time & Part-Time bargaining unit.**

**For the University**

**For the Union**

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**ARTICLE 8: PROBATIONARY EMPLOYEES**

~~8.01 It is recognized that probationary employees may be released for reason less serious than in the case of the discharge of an employee who has completed their probationary period.~~

~~New employees will be considered probationary employees for the first ninety (90) working days worked. It is recognized that a period of probation is a period during which the Employer has the right to assess an employee to determine whether or not the employee is suitable for continued employment with the Employer. Suitability is recognized as a lesser standard than just cause, and shall be determined in the sole discretion of the Employer, provided that the Employer does not make its determination in a manner which is arbitrary, discriminatory, or in bad faith.~~

8:01

(a) New full-time employees will be considered as probationary employees until after they have worked for a total of ninety (90) working days, from the date of last hire by the Employer. At the conclusion of thirty (30) working days of service the full-time employee shall be enrolled in the applicable University of Toronto benefit programs in accordance with this agreement.

(b) New regular part-time employees will be considered as probationary employees until after they have been employed for four (4) calendar months. A regular part-time employee will be entitled to benefits on a pro-rated basis after the completion of thirty (30) working days or three (3) calendar months, whichever should occur first.

(c) The Employer may discharge an employee at any time during the probationary period, without cause and at the sole discretion of the Employer. In the event an employee is discharged the employee shall be entitled to submit a grievance under Article 7:09 of the Agreement.

For the University

For the Union

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## ARTICLE 9: ARBITRATION

- 9:01 If the grievance is not settled after having been duly and properly processed in accordance with the Grievance Procedure, then either party may notify the other within a further period of ten (10) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitrator and the name and address of the party's nominee as sole arbitrator.
- 9:02 The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of its selection of an arbitrator within fifteen (15) working days after receiving the notice. If the parties are unable to agree upon the selection of an arbitrator within a period of fifteen (15) working days, either party shall then have the right to request the Ministry of Labour for Ontario to appoint an arbitrator.
- 9:03 Each party shall jointly and equally bear the fees and expenses of the arbitrator. No grievance may be submitted to an arbitrator or dealt with by an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.
- ~~9:04 Alternatively, the parties may by mutual agreement agree that the grievance be referred to a board of arbitration. The party who gives notice that the grievance be referred to a board of arbitration shall notify the other party of the name and address of the party's nominee to the proposed arbitration board. The party who receives the notice of intention to proceed to a board of arbitration shall then notify the other party of the name and address of their party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice. The two (2) nominees shall attempt to select a chairperson for the board. If they are unable to agree upon the selection within a further period of ten (10) working days after the appointment of the second nominee, either of the parties shall then have the right to request the Minister of Labour to appoint a chairperson for the board.~~
- ~~9:05 Policy or group grievances as set out in Articles 7:07 and 7:08 which are referred to arbitration shall in all cases be referred to a Board of Arbitration the procedure for which is set out in Article 9:04. Alternatively, the parties may by mutual agreement agree that the grievance be referred to a single arbitrator, the procedure for which is set out in Articles 9:01 and 9:03 inclusive.~~
- 9:06 In the event an arbitrator properly deals with a matter relating to discharge or other disciplinary action, the arbitrator has the authority to reinstate an employee with or without compensation for wages lost or to make any other award it may deem just in the event there has been a violation of this Agreement by the Employer.

9:07 An arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement nor to add to or amend any of the terms of this Agreement. The jurisdiction of the arbitrator shall be strictly confined to dealing with the issue in dispute between the parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the arbitrator ~~or majority decision of a board of arbitration~~ shall be final and binding upon the parties.

~~9:08 The decision of the board of arbitration shall be final and binding upon the parties. The decision shall be unanimous or one reached by a majority of the members of the board; provided, however, that if there is no majority decision of the board, then the decision of the chairperson shall constitute final and binding decision of the board.~~

9:09 An arbitrator shall have the right to extend the time limits in accordance with Section 48(16) of the Ontario *Labour Relations Act, 1995*.

**For the University**

**For the Union**

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**ARTICLE 11: SENIORITY**

11.01

- (a) The definition of a full-time employee is an employee who has worked an average of twenty-four (24) hours or more per week for twelve (12) consecutive weeks. In order for an employee's full-time status to change to part-time, that employee must work less than an average of twenty-four (24) hours per week for twelve (12) consecutive weeks, providing an average of twenty-four (24) hours/week or more were available.
- (b) The definition of a part-time employee is an employee who works less than twenty-four (24) hours per week subject to 11.01(a).
- (c) **A sessional employee shall be deemed to be in the continuous employ of the Employer for the purpose of seniority if the employee is employed a minimum of eight (8) consecutive months in a twelve (12) month period.**

**A sessional employee shall not be entitled to exercise their seniority in accordance with Article 11.05(c) in order to bump a regular employee during the period in which the sessional employee is laid off following the session.**

For the University

For the Union

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## **Paid Personal Leave of Absence**

~~12.07 Effective May 1<sup>st</sup> of each year, each member of the Bargaining Unit, subject to operational requirements, shall be allowed up to four (4) days' paid leave of absence. Paid personal leave of absence is intended for the conduct of legitimate personal business which cannot be scheduled outside of normal hours of work, which shall include but not be limited to:~~

- ~~(a) the observance of religious holidays of their faith which fall on a day in which they would normally be required to work;~~
- ~~(b) family emergencies;~~
- ~~(c) attending to legal matters;~~
- ~~(d) attending graduation ceremonies for spouse or children;~~
- ~~(e) personal health appointments;~~
- ~~(f) first and/or second day of sickness; and~~
- ~~(g) moving~~

~~Such leave of absence shall not accrue from one year to another if not used in that year.~~

~~Each application for leave of absence shall indicate the reason for the application. With the exception of first and/or second day of sickness, written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance (excluding weekends and holidays). The supervisor will provide the employee with an answer in writing within two (2) working days after receiving the written request. Employees shall not be allowed to use leave of absence for purposes of extending vacations or the day prior to or following a paid holiday. Article 21: Sick Leave shall apply in all cases of first and/or second day of sickness.~~

~~In cases of emergency the employee shall give the supervisor as much notice as possible. Such emergency leaves shall not be unreasonably withheld.~~

## **PAID PERSONAL LEAVE OF ABSENCE**

**12:07 Effective May 1<sup>st</sup> of each year, subject to operational requirements, employees shall be allowed up to five (5) days' or up to ten (10) half-days' paid leave of absence. In the case of part-time employees, this leave shall be pro-rated in accordance with their part-time appointment.**

**Paid personal leave of absence is intended for the conduct of legitimate personal business which cannot be scheduled outside of normal hours of work, which shall include but not be limited to:**



- a) the observance of religious holidays of their faith which fall on a day in which they would normally be required to work;
- b) family emergencies;
- c) attending to legal matters;
- d) attending graduation ceremonies for spouse or children;
- e) personal health appointments;
- f) moving;
- g) care of family members;
- h) parent-teacher interviews;
- i) school trips or concerts;
- j) stepping-in when the regular caregiver is away;
- k) professional appointments;
- l) supplementing a bereavement leave;
- m) writing examinations;
- n) volunteer activities; and
- o) attending to emergency situations.

Such leave of absence shall not accrue from one year to another if not used in that year.

Each application for leave of absence shall indicate the reason for the application. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance (excluding weekends and holidays) with the exception of family emergencies and emergency situations. The supervisor will provide the employee with an answer in writing within two (2) working days after receiving the written request. Employees shall not be allowed to use leave of absence for purposes of extending vacations or the day prior to or following a paid holiday.

In cases of emergency the employee shall give the supervisor as much notice as possible. Such emergency leaves shall not be unreasonably withheld.

12:08 In arranging these leaves, both the best interests of the University as well as the interests of the employee shall be considered. It is anticipated that the employee will schedule leaves, where possible, so as to minimize disruption to the operations of the employing department.

University of Toronto  
March 3, 2024

WITHOUT PREJUDICE

**For the University**

**For the Union**

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**ARTICLE 20: BENEFITS**

20.01 The Employer will provide benefit plans in respect of the following:

- (a) Extended Health Care
- (b) Dental Care
- (c) Vision Care
- (d) University of Toronto Joint Membership Plan
- (e) **Basic Life Group Life and Survivor Income Insurance** Plan
- (f) Pension Plan
- (g) **Long Term Disability Plan**

20.02 For employees who are appointed at less than one hundred per cent (100%) of full-time employment (i.e., less than 40 hours per week), any University contribution for benefit plans referenced in Article 20:01 (a) through (c) shall be prorated to reflect the percentage of a full-time appointment for which they are appointed.

20.03 The salary eligible for coverage under the **Basic Group Life and Survivor Income Insurance** Plan is the **employee's regular hourly rate of pay multiplied by actual salary the employee earns at** their appointed percentage of full-time employment **multiplied by fifty-two (52) weeks.**

**For the University**

**For the Union**

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## ARTICLE 21: SICK LEAVE

~~21.01 Full-time regular employees of the Employer, on completion of one (1) year's continuous service, shall be entitled to receive sick leave allowance subject to the following provisions:~~

- ~~a) All cases of sickness must be reported to the employee's immediate Manager or their designate using the appropriate reporting method established by each department on the first day, within a period of *three (3) hours* prior to the scheduled reporting time of the employee concerned, except if the employee is scheduled to work a morning shift, then the employee must provide one (1) hour notice.~~
- ~~b) Sick leave allowance shall commence after the second (2<sup>nd</sup>) consecutive day of illness and shall be paid for scheduled days only or days for which an employee would have been scheduled had they not been ill.~~
- ~~c) Sickness must be confirmed by a doctor's certificate which includes the expected duration of absence from work. The Employer reserves the right to appoint a doctor other than the one providing the certificate should it feel further confirmation is required.~~
- ~~d) Sick leave allowance shall be an amount equal to the normal daily hours of the employee concerned multiplied by their basic hourly rate.~~
- ~~e) Sick leave allowance shall not be paid for an illness that commences or an accident that occurs during an employee's vacation.~~
- ~~f) Sick leave allowance shall not apply to any day for which an employee receives compensation under the Short Term Disability Plan contained in Article 20 nor will it apply to any day for which an employee received compensation under the *Workplace Safety and Insurance Act* of the Province of Ontario.~~
- ~~g) Eligibility for Sick Leave Allowance shall be reinstated for an employee who has received such allowance following the employee's return to active work with the Employer, for a period of sixty (60) days or more. However, should an employee be stricken with an illness prior to completing sixty (60) days, the Employer will assess each situation on its own merits. Such assessments shall be done in good faith.~~

### Hospitalized or Confined During Vacation

~~21:02 An eligible employee who is hospitalized or confined by order of a licensed physician during the employee's vacation period will be allowed to draw sick leave with pay for the period of time for which the employee is hospitalized or confined in accordance with this Article providing that the employee~~

~~furnishes proof of such hospitalization or confinement to the supervisor. The employee will be allowed to reschedule that portion of vacation during which the employee was hospitalized or confined at a later date mutually agreeable to the employee and the employee's supervisor.~~

### General

21:01 The University of Toronto has established a generous sick leave policy, which will cover the employee under this Collective Agreement, as established hereafter.

21:02 Sick leave is defined as absence because of an employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable. The purpose of the Sick Leave Plan is to provide against loss of earnings for University employees who are prevented by illness or injury from performing their duties.

### Basis of Leave

#### 21:03

- (a) All full-time employees upon completion of sixty (60) working days shall be eligible to be granted sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury not compensable under the provision of the *Workplace Safety and Insurance Act*.
- (b) A regular part-time employee who holds an appointment of twenty-five (25) percent or more of a full-time appointment, upon the completion of the probationary period, shall be eligible to be granted sick leave at the employee's regular rate of pay for periods up to fifteen (15) weeks during unavoidable absence due to illness or injury not compensable under the provisions of the *Workplace Safety and Insurance Act*. Regular rate of pay equals the hourly rate multiplied by the number of hours an employee is regularly scheduled to work each day.

### Basis of Sick Leave

21:04 In each calendar year, commencing July 1st, sick leave with pay will be granted in accordance with the following provisions: After the fourth (4th) period of absence due to illness or injury, no pay will be granted for the first one (1) day of sick leave absence. After the fifth (5th) period of absence due to illness or injury, no pay will be granted for the first two (2) days of sick leave absence. After the sixth (6th) or any subsequent period of absence

due to illness or injury, no pay will be granted for the first three (3) days of sick leave absence.

The parties agree that where an employee has sick leave credits that were accrued, under the sick leave credit scheme that existed before the current sick leave policy was introduced, such credits shall be applied up to a maximum of three (3) days for each illness until such credits have been exhausted.

21:05 Article 21:04 shall not apply in the first occurrence in the event an employee is absent due to illness or injury requiring the attention of a physician or in the instance of an employee who is hospitalized, nor shall such absences be counted in determining the number of periods of absences referred to in Article 21:04.

#### Required to Call In

21:06 When an employee is unable to report to work due to illness or injury, the supervisor must be notified promptly and informed by the employee him or herself (except where exceptional circumstances prevent the employee from making personal contact in a timely manner) as early as possible but not later than one (1) hour prior to the scheduled shift of the probable date when that employee is able to return to work and at a contact number which the employee may be reached.

#### Doctor's Certificate

21:07 An employee may, with prior warning, be required to provide a doctor's certificate certifying that the employee is unable to carry out the employee's normal duties due to illness or injury. For clarity, prior warning shall mean any time prior to the employee's return to work, including but not limited to prior to the commencement of the sick leave. The Employer will only accept original medical certificates verified by a legally qualified and licensed medical practitioner that indicates first day of illness or injury, if known, first treatment date, and the prognosis for return to work, if known. The employee may with notice to the immediate supervisor, provide a faxed or scanned copy of the medical certificate in advance of the employee's return to work. The original copy of the said certificate must be provided immediately upon the employee's return to work.

Where the Employer requires the employee to provide a doctor's certificate, the Employer will reimburse the employee for the cost of the certificate, provided it meets the above criteria and is accepted by the Employer, upon proof of payment satisfactory to the Employer.

### Records

21:08 A record of all used sick leave shall be kept by the Employer. In the event that the Employer wishes to meet with an employee to discuss their sick leave record, the employee will be permitted to have a Union Steward present upon the request of the employee.

### Misuse of Sick Leave

21:09 Where it has been established that an employee has misused the sick leave provisions, such misuse will be cause for termination of services by the Employer.

### Medical Examination

21:10 Where the Employer has reason to believe that the employee may not be able to satisfy or satisfactorily perform their duties, as a result of illness or injury or for other reasons, the employee may be required to be certified by a legally qualified Medical Practitioner employed by the Employer.

### Dispute Over Medical Examination

21:11 Should a dispute arise between an employee and the Employer's Medical Practitioner as to the employee's fitness, the employee shall be referred to an independent medical consultant mutually agreed upon by the Union and the Employer. The consultant's opinion shall be considered the final decision as to the employee's fitness to continue to work at their regular occupation.

### Sick Pay Leave - While Drawing Workplace Safety and Insurance Benefits

21:12 An employee who is otherwise entitled to sick leave pay pursuant to Article 21, who is prevented from performing the employee's regular work with the Employer as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act shall receive from the Employer the difference between the amount paid by the Workplace Safety and Insurance Board and the employee's regular salary from the first day of the said accident. Payment from the Employer shall not exceed a term of fifteen (15) consecutive weeks for each accident compensable by the Workplace Safety and Insurance Board.

### Hospitalized or Confined During Vacation

21:13 An eligible employee who is hospitalized or confined by order of a licensed physician during the employee's vacation period will be allowed to draw sick

**leave with pay for the period of time for which the employee is hospitalized or confined in accordance with Article 21:02 providing that the employee furnishes proof of such hospitalization or confinement to the supervisor. The employee will be allowed to reschedule that portion of vacation during which the employee was hospitalized or confined at a later date mutually agreeable to the employee and the employee's supervisor.**

**Exceptions**

**21:14 Sick leave credits shall not be paid to an employee on authorized leave of absence or upon termination, discharge or retirement. During a period of vacation, payment will not be made for sick leave except as provided for in Article 21:13.**

**Expiry of Sick Leave Benefits**

**21:15 The Employer will notify the Union of bargaining unit employees whose sick leave has expired and who are not in receipt of long-term disability (LTD) or Workplace Safety and Insurance Board (WSIB) benefits and whether they have a return to work plan.**

**For the University**

**For the Union**

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**Shift Premium**

25.01 ~~A shift premium of seventy cents (\$0.75) shall be paid for all work performed on shifts in which at least half of the hours worked are between the hours of 11pm and 6am.~~

- a) All employees shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked on the evening shift where the majority of hours worked fall between 4:00 p.m. and 11:59 p.m.
- b) All employees shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked on the night shift where the majority of hours worked fall between 12:00 a.m. (midnight) and 8:00 a.m.

**For the University**

**For the Union**

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**ARTICLE 27: Bereavement Leave**

~~27.01 In the event of the death of an employee's spouse, partner, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law or sister-in-law an employee with more than six (6) months' continuous service shall receive up to five (5) days' leave of absence and will be paid for time lost up to a maximum of eight (8) hours per day for each regularly scheduled work day that occurs within such five (5) day period.~~

~~Such leave is to be for the purpose of arranging and attending the funeral or for such other related requirements that would reasonably have necessitated time off duty. Where extensive travel is required or other circumstances arise where an additional day is required, Management retains the discretion to grant additional time off under this Article, provided that paid bereavement leave does not exceed a total of six (6) working days in any year.~~

~~27.02 In the event of the death of an employee's grandparent or grandchild, an employee with more than six (6) months' continuous service shall receive two (2) days' leave of absence in order to attend the funeral and shall be paid for time lost up to a maximum of eight (8) hours per day.~~

~~27:01 In the event of the death of a member of the immediate family or a member of their household or a person whose relationship is not defined below, the impact of which is comparable to that of the immediate family, an employee will be granted, upon request, a maximum of five (5) consecutive working days without loss of regular pay. An employee may use paid personal leave, if available, to supplement the leave.~~

~~"Immediate family" shall mean: spouse through marriage, common-law spouse, partner, parent, child (including stepchild), sibling (including stepbrother, stepsister), parent-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, guardian, or ward.~~

For the University

For the Union

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28.01 The Employer agrees to provide meals to employees in ~~Food and Beverage Preparation, Production and Service~~ during the term of this Agreement, pursuant to the terms of this Agreement. Pursuant to the requirements of Revenue Canada, employees receiving meals shall be assessed a taxable benefit.

**For the University**

**For the Union**

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28.04 Where the Employer requires safety shoes or boots to be worn as a condition of employment, the Employer will reimburse these employees, upon the submission of the original receipt, up to a maximum of ~~one hundred seventy five (175)~~ **two hundred (\$200)** dollars annually. Safety shoes or boots must be Canadian Standard Association of UL approved and be in serviceable condition as determined by the employee's supervisor. Should damages be incurred due to the use of chemicals prior to the end of the year, the damaged shoes shall be brought to the attention of the Health and Safety Committee, where upon their recommendation, a request for new shoes may be required.

**For the University**

**For the Union**

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**NEW**

**ARTICLE X: LIMITED TERMS OF EMPLOYMENT**

**Temporary Employees\***

**X:01 Temporary employees employed up to one hundred and twenty (120) working days shall be covered by the Collective Agreement, except the following provisions of the Agreement shall not apply: Article 11 Seniority; Article 12 Leave of Absence; Article 19 Vacations; Article 20 Benefits; Article 21 Sick Leave; Article 27 Bereavement Leave; Article 29 Jury Duty; Article 33 Technological Change; Article 34 Job Security; Article 28 General; Letter of Understanding #8: Seniority.**

**X:02 The Employer may employ temporary employees for the purpose of replacing regular employees who are absent due to illness, WSIB leave of absence or leave of absence and for reasons of seasonal workload fluctuations for periods not to exceed one hundred and twenty (120) working days.**

**Where the term of employment exceeds the limits as set out above, the employee shall acquire seniority from the original date of hire and shall be entitled to all the provisions of the Collective Agreement.**

**If a temporary employee is the successful applicant for a regular part-time or full-time position that is the same as the most recently held temporary position, then the time worked in that temporary position shall count towards the probationary period, seniority, eligibility for benefits and sick leave, and placement on the wage schedule.**

**The Employer will inform the Union of the name and term of appointment of each temporary employee. The Employer will also indicate whether they are hired to replace an employee who is absent due to illness, WSIB leave of absence or leave of absence. The Employer will provide the Union with a separate list of employees on long-term disability.**

**In the event that an employee who is absent due to illness, WSIB leave of absence or leave of absence returns to work, or the seasonal workload fluctuation ends, and the term of appointment of a temporary employee is ended earlier than the end date set out in the offer of employment, then the temporary employee shall be provided with five (5) working days' notice, or pay in lieu of notice.**

**Bereavement Leave – Temporary Employees**

**X:03 If a person described below as “immediate family” (or a person whose relationship is not defined below, the impact of which is comparable to that**

of the immediate family) in relation to a temporary employee dies when the temporary employee is at work, then the employee shall be granted bereavement leave with pay for the remainder of the scheduled shift.

“Immediate family” shall mean: spouse through marriage, common-law spouse, same-sex partner, parent, child (including step-child), sibling (including step-brother, step-sister), parent-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, guardian or ward.

### Term Employees

X:04 Term employees are those who are hired from outside the bargaining unit or from temporary status as defined in Article X:01 above into term positions of up to two (2) years in accordance with Articles X:05, X:06, and/or X:07. Such term employees shall be covered by the Collective Agreement, except the following provisions of the Agreement shall not apply: Article 11:05 (layoff).

### Long-Term Disability or WSIB Term Positions

X:05 Where the Employer decides to fill a vacancy created as a result of an employee's absence due to long-term disability or WSIB leave of absence, the position shall be posted as a long-term disability/WSIB leave of absence term position which may be filled for up to two (2) years.

In the event the position is to continue beyond two (2) years, the position shall be posted in accordance with Article 11:06.

In the event the employee who is on long-term disability or WSIB leave of absence returns to work within the two-year period, a regular full-time or part-time employee filling the term position shall revert to their former position, if it still exists. If the former position does not exist, the provisions of Article 11:05 (layoff) shall apply.

In the event the employee who is on long-term disability or WSIB leave of absence returns to work within the two-year period, a term employee filling the term position shall be provided with ten (10) working days' notice, or pay in lieu of notice.

It is agreed that the resultant vacancy created by filling a long-term disability/WSIB leave of absence term vacancy does not need to be posted and may be filled by a term employee for a period not to exceed two (2) years.

In the event that the term of appointment of a term employee is ended earlier than the end date set out in the offer of employment by reason of a regular full-time or part-time employee reverting to their former position in

accordance with this Article, then the term employee shall be provided with ten (10) working days' notice, or pay in lieu of notice.

### Pregnancy, Parental or Primary Caregiver Leave Term Positions

X:06 Where the Employer decides to fill a vacancy created as a result of a pregnancy, parental and/or primary caregiver leave, and the scheduled leave is a least 24 weeks in length, the position shall be posted as a pregnancy leave, parental leave or primary caregiver leave term position which may be filled for up to eighteen (18) months.

At the conclusion of the pregnancy/parental/primary caregiver leave, a regular full-time or part-time employee filling the term position shall revert to their former position, if it still exists. If the former position does not exist, the provisions of Article 11:05 (layoff) shall apply.

In the event the employee does not return from leave, the position shall be posted in accordance with Article 11:06.

It is agreed that the resultant vacancy created by filling a pregnancy leave, parental leave or primary caregiver leave term vacancy does not need to be posted and may be filled by a term employee for a period not to exceed eighteen (18) months.

In the event that the term of appointment of a term employee is ended earlier than the end date set out in the offer of employment by reason of a regular full-time or part-time employee reverting to their former position in accordance with this Article, then the term employee shall be provided with ten (10) working days' notice, or pay in lieu of notice.

X:07 Where the Employer decides to fill a term position for operational reasons other than as set out in Articles X:05 and X:06, the Employer shall notify the Union as far in advance as practicable. Such a position shall be posted as a term position which may be filled up to two (2) years.

At the conclusion of the term position, a regular full-time or part-time employee filling the term position shall revert to their former position, if it still exists. If the former position does not exist, the provisions of Articles 11:05 (layoff) shall apply.

It is agreed that the resultant vacancy created by filling a term position does not need to be posted and may be filled by a term employee for a period not to exceed two (2) years.

**In the event that the term of appointment of a term employee is ended earlier than the end date set out in the offer of employment by reason of a regular full-time or part-time employee reverting to their former position in accordance with this Article, then the term employee shall be provided with ten (10) working days' notice, or pay in lieu of notice.**

**\* The difference in the wage rates between temporary and non-temporary employees in the same classification shall be determined on the same basis as in the CUPE 3261 Full-Time & Part-Time bargaining unit.**

**For the University**

**For the Union**

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## APPENDIX A: STAFF-APPOINTED EMPLOYEE CHILD-CARE BENEFIT PLAN

Members with a dependent eligible child under the age of seven will be eligible for reimbursement of child-care expenses as follows:

- a. The maximum half-day reimbursement will be \$10.00 per day. A half-day is defined as a minimum of four (4) hours to a maximum of six (6) hours of care, or where the parent is being charged a half-day rate by the child care provider.
- b. The maximum full-day reimbursement will be \$20.00 per day. A full-day rate is defined as six (6) or more hours of care, or where the parent is being charged a full-day rate.
- c. Reimbursement is limited to fifty percent (50%) of the lesser of (i) the amount actually paid; and (ii) the usual and customary amount charged by the service provider for the same child care services. Between January 1 and February 1 2010, and between January 1 and February 1 of subsequent calendar years, Members must provide to the University, in a single package, detailed receipts substantiating the child care expenses in respect of which reimbursement is sought for the previous calendar year along with proof of payment (e.g., credit card receipt, front and back of cancelled cheque, or a validated receipt). Reimbursement in respect of a calendar year shall be made in one lump sum cash payment, less applicable withholdings, if any.
- d. Reimbursement will be made only for child care expenses (as defined in the ITA) incurred by the Member. The University makes no representations as to whether a deduction from income is available under the ITA in respect of any amounts paid or payable under this plan.
- e. If both parents are eligible for reimbursement under this plan, only one shall be entitled to claim reimbursement under this plan in a calendar year.
- f. The plan maximum of \$2,000 per child will be provided annually, based on a calendar year. The amount will be pro-rated for less than full-time equivalent employment. A Member who has been appointed for less than the full calendar year shall be entitled to a pro-rated amount for that year. There are no carryover provisions if the full \$2,000 is not used in any given year.
- g. The terms "child care expense" and "eligible child" in this plan shall have the meanings given to them in subsection 63 (3) of the ITA. The term "child" shall have the extended meaning given to that term in subsection 252 (1) of the ITA such that, where used in this plan, the term "child" shall

include a natural, step, common-law or adopted child or ward under the age of seven.

- h. Payments to be made by the University under this plan shall be paid solely out of the general operating monies of the University. The University shall not be required to contribute or set aside any amounts to a separate fund or account to satisfy its obligations under this plan, or otherwise secure its obligations under this plan. The value of the annual eligible claims under this plan shall be the same total amount of \$60,000 that currently exists and is available for the CUPE 3261 Full-Time & Part-Time bargaining unit, i.e., no new money shall be added to the existing \$60,000 total amount to cover any eligible claims of employees in the CUPE 3261-89 Chestnut bargaining unit. If, in a given year, the value of the eligible claims under this plan is greater than \$60,000, all claims will be reimbursed on a pro-rated basis. If, in a given year, the total value of the eligible claims under this plan is less than \$60,000, the excess amount shall be carried forward and added to the notional value of the eligible claims for the following calendar year.

For the University

For the Union

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**LETTER OF INTENT #3: EDUCATIONAL ASSISTANCE POLICY**

~~April 18, 2018~~ DATE

~~Ms. Leanne MacMillan~~ Mr. Cesar Serrano Valdivia  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Toronto, ON L3T 0B2

Dear ~~Ms. MacMillan~~ Mr. Serrano Valdivia,

The University agrees that full-time employees in the bargaining unit shall be entitled to the benefits of the Educational Assistance Policy attached hereto.

**It is agreed that the University may amend the aforesaid Policy from time to time.**

Yours truly,

Alex Brat  
**Senior** Executive Director, Labour Relations

## Educational Assistance Policy

### INTRODUCTION

In keeping with its policy objective to provide staff members with opportunities for personal development and establish a working environment that will encourage them to develop their abilities, the University has designed this practice on Educational Assistance. Its provisions define the extent to which the University will financially assist staff to further their formal education.

### TERMS OF REFERENCE

Qualifying staff members referred to below are those staff who are eligible in terms of University service (described under ELIGIBILITY) and have academic acceptability by the Faculty, School, Centre, etc., from whom the course is to be taken and the approval of the Department Head before beginning the course as described ~~under PROCEDURES below~~.

### ELIGIBILITY

Bargaining unit employees holding administrative staff appointments whether full-time, part-time of twenty-five (25) percent or more, or sessional are eligible. In the case of part-time staff members for the first three (3) years' continuous service, the funding is prorated in accordance with the part-time appointment.

### PROVISIONS

1. One hundred (100) Percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking, on a part-time basis:

- a) a University of Toronto ~~or Ontario Institute for Studies in Education~~ degree course, up to and including ~~the Master's level (excluding deregulated programs), flex-time PhD Programs and part-time Doctoral studies~~. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee. For Master's level programmes, flex-time PhD Programs and part-time Doctoral studies the tuition waiver shall be limited to a maximum of three thousand two hundred (\$3,200) dollars per academic year. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or three thousand two hundred (\$3,200) dollars per year, so long as the employee has already received a tuition waiver under this policy; or

- b) a University of Toronto course taken as part of the “academic bridging” programme; or
- c) a University of Toronto course taken as a “special student”; or
- d) a diploma or certificate program offered through Woodsworth College or other University of Toronto academic divisions, for which students are registered as University of Toronto students and receive diploma at Convocation in accordance with the University Policy on Diploma and Certificate Programmes. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee; or
- e) non-degree credit courses offered by the School of Continuing Studies and other University of Toronto divisions that are work or job related, up to a maximum of ~~five hundred (\$500)~~ eight hundred (\$800) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of ~~two hundred and fifty (\$250)~~ three hundred and fifty (\$350) dollars per course, with a combined maximum ~~six (6)~~ four (4) courses per academic year.

Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Department Head is obtained and alternative work arrangements are made.

## 2. Fifty (50) Percent Tuition Reimbursed

Fifty (50) percent of tuition fees will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution (other than those in 1. above), up to a maximum of seven hundred fifty (\$750) dollars per course and a combined maximum of four (4) courses per academic year. Such courses should be taken on the staff member's own time, after normal working hours and must be either:

- a) Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire, or
- b) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of their present job or directly related to their potential career. Individual courses, even though unrelated, will qualify provided they are part of an eligible certificate, diploma or degree program.

~~The University agrees to provide to employees in the bargaining unit who have successfully completed their probationary periods in accordance with the~~

University of Toronto  
February 27, 2024

WITHOUT PREJUDICE

~~Collective Agreement, the benefits of the University's Educational Assistance Policy for Administrative non-union staff, as attached hereto. It is agreed that the University may amend the aforesaid Policy from time to time.~~

**For the University**

**For the Union**

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**LETTER OF UNDERSTANDING #5: Housekeeping**

**~~June 24, 2023 DATE~~**

Mr. Cesar Serrano Valdivia  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

In the Housekeeping Department the employees and the Employer shall follow these guidelines in room assignments.

The Union and the Employer understand that the Room and Public Area Attendants are paid to work by the hour.

1. The parties agree that Room and Public Area Attendants are expected to take breaks and meal periods.
2. In the event that a Room and Public Area Attendant believes that they will not be able to complete the assigned number of rooms in the time allocated, they shall advise their supervisor as soon as they are aware. The Supervisor, once called, will assess the situation, taking into consideration that breaks should have been taken. Pending the outcome of the assessment, the Supervisor may arrange either assistance in the completion of the assignments or may reduce the number of rooms assigned on that particular day. **An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this paragraph #2.**
3. The parties agree to continue the practice that if a Room and Public Area Attendant is assigned a clean room they must also notify their Supervisor, who will reissue the Room and Public Area Attendant another room to clean.
4. The Employer undertakes in Housekeeping that in the event of an unscheduled absence of a Room and Public Area Attendant, that another Room and Public Area Attendant will be called in to replace the absent employee. Call in will occur by seniority.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

**For the University**

**For the Union**

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**LETTER OF UNDERSTANDING #6: RETIREMENT ALLOWANCE FOR FULL-TIME EMPLOYEES**

**April 18, 2018**

**Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Toronto, ON L3T 0B2**

**Dear Ms. MacMillan,**

~~This Letter of Understanding shall not be applicable to any employees hired after May 8th, 2014. For clarity, employees hired after May 8th, 2014 shall not be entitled to any of the lump sum payments set out in this Letter of Understanding. This Letter of Understanding will remain in effect as long as the Employer contributes, on behalf of the employee, toward the UNITE HERE Pension Plan.~~

~~For those employees whose age and service equal 75 and who choose to retire at or after the age of 60 and before age 61 shall be entitled to a lump sum payment of \$2,000.00 for every five (5) years of service, or part thereof, to a maximum of \$10,000.00.~~

~~For those employees whose age and service equal 75 and who choose to retire at or after the age of 61 and before age 62 shall be entitled to a lump sum payment of \$1,800.00 for every five (5) years of service, or part thereof, to a maximum of \$9,000.00.~~

~~For those employees whose age and service equal 75 and who choose to retire at or after the age of 62 and before age 63 shall be entitled to a lump sum payment of \$1,600.00 for every five (5) years of service, or part thereof, to a maximum of \$8,000.00.~~

~~For those employees whose age and service equal 75 and who choose to retire at or after the age of 63 and before age 64 shall be entitled to a lump sum payment of \$1,400.00 for every five (5) years of service, or part thereof, to a maximum of \$7,000.00.~~

~~For those employees whose age and service equal 75 and who choose to retire at or after the age of 64 and or before their 65<sup>th</sup> birthday shall be entitled to a lump sum payment of \$1,000.00 for every five (5) years of service, or part thereof, to a maximum of \$5,000.00.~~

~~Effective February 01, 2012, for those employees whose age and service equal 75 and who choose to retire at or after the age of 64 and or before their 65<sup>th</sup> birthday shall be entitled to a lump sum payment of \$1,200.00 for every five (5) years of service, or part thereof, to a maximum of \$6,000.00.~~

~~For those employees whose age and service equal 75 and who choose to retire at or after the age of 65 and on or before their 66<sup>th</sup> birthday shall be entitled to lump sum payment of \$800.00 for every five (5) years of service, or part thereof, to a maximum of \$4,000.00. For clarity, only employees whose age is 65 or greater during the term of this Collective Agreement shall be entitled to this latter provision.~~

~~Effective February 01, 2012, for those employees whose age and service equal 75 and who choose to retire at or after the age of 66 and on or before their 66<sup>th</sup> birthday shall be entitled to lump sum payment of \$1,000.00 for every five (5) years of service, or part thereof, to a maximum of \$5,000.00. For clarity, only employees whose age is 65 or greater during the term of this Collective Agreement shall be entitled to this latter provision.~~

~~For those employees whose age and service equal 75 and who choose to retire at or after the age of 66 and on or before their 67<sup>th</sup> birthday shall be entitled to lump sum payment of \$600.00 for every five (5) years of service, or part thereof, to a maximum of \$3,000.00.~~

~~Effective February 01, 2012, for those employees whose age and service equal 75 and who choose to retire at or after the age of 66 and on or before their 67<sup>th</sup> birthday shall be entitled to lump sum payment of \$800.00 for every five (5) years of service, or part thereof, to a maximum of \$4,000.00.~~

~~For those employees whose age and service equal 75 and who choose to retire at or after the age of 67 and on or before their 68<sup>th</sup> birthday shall be entitled to lump sum payment of \$400.00 for every five (5) years of service, or part thereof, to a maximum of \$2,000.00.~~

~~For those employees whose age and service equal 75 and who choose to retire at or after the age of 68 and on or before their 69<sup>th</sup> birthday shall be entitled to lump sum payment of \$200.00 for every five (5) years of service, or part thereof, to a maximum of \$1,000.00.~~

~~Effective February 01, 2012, for those employees whose age and service equal 75 and who choose to retire at or after the age of 67 and on or before their 69<sup>th</sup> birthday shall be entitled to lump sum payment of \$600.00 for every five (5) years of service, or part thereof, to a maximum of \$3,000.00.~~

~~Yours truly,~~

~~Alex Brat  
Executive Director, Labour Relations~~

~~For the University~~

~~For the Union~~

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~~Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.~~

~~The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.~~

**LETTER OF UNDERSTANDING #8: Seniority**

**~~June 24, 2023~~ DATE**

Mr. Cesar Serrano Valdivia  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

In accordance with present practice, the parties agree classification seniority applies to entitlement to available weekly scheduled shifts/scheduled overtime/lay off and reduced hours.

**If the Employer requires additional work to be performed, it will first offer the work to those full-time employees who are qualified and available to perform the work and who are already scheduled to work less than eight (8) hours per day and/or forty (40) hours per week, prior to offering this additional work to other qualified and available full-time employees who are already scheduled to work eight (8) or more hours per day and/or forty (40) or more hours per week.**

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

**For the University**

**For the Union**

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**LETTER OF UNDERSTANDING #12: RE: RED SEAL PREMIUM**

~~April 18, 2018~~ DATE

~~Ms. Leanne MacMillan~~ Mr. Cesar Serrano Valdivia

National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Toronto, ON L3T 0B2

Dear ~~Ms. MacMillan~~ Mr. Serrano Valdivia,

An employee will be paid a premium of \$1 (one dollar) per hour, added to their basic hourly wage rate set out in Schedule B, if they meet both the following criteria:

- They are in either Chef de Partie, ~~or~~ Lead Cook, or Cook classification, and
- They have received Red Seal Certification (Cook - Trade Code 415A) and provide a copy of their certificate upon request.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

**For the University**

**For the Union**

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**NEW**

**LETTER OF UNDERSTANDING: CASHIER/HOSTESS AND FOOD SERVICE  
WORKER CLASSIFICATIONS**

**DATE**

**Mr. Cesar Serrano Valdivia**  
**National Representative**  
**Canadian Union of Public Employees, Local 3261**  
**80 Commerce Valley Court**  
**Toronto, ON L3T 0B2**

**Dear Mr. Serrano Valdivia,**

**It is understood and agreed that as soon as practicable after the date of ratification of the 2024-2026 Collective Agreement, the classification Cashier/Hostess will be combined with the Food Service Worker at the higher Food Service Worker rate of pay.**

**It is further understood and agreed that any current employees in the Cashier/Hostess classification who are unwilling or unable to perform the duties of the Food Service Worker classification shall be grandparented and green circled (i.e., eligible for any negotiated wage increases) in the Cashier/Hostess classification, which shall be eliminated once any grandparented employee(s) are no longer occupying that classification.**

**For the University**

**For the Union**

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**EARLY RETIREMENT BRIDGE BENEFIT OUTSIDE THE PENSION PLAN – CUPE 3261 – 89 CHESTNUT**

**Available to members who retire with an Unreduced Early Retirement Pension under the 60/80 provision of the Plan.**

**Effective for retirements on or after March 31, 2024 up to and including November 30, 2026.**

**Member can elect, prior to retirement, to take the Bridge Benefit in the form of:**

**- A monthly payment on the 28th of each month from date of Early Retirement up to and including the month prior to the member's 65th birthday; OR**

**- A lump sum retiring allowance at the date of early retirement, tax sheltered to the extent possible under the provisions of the *Income Tax Act***

**Option 1: Monthly Annuity**

Completed Years of Continuous Service	Annual Amount	Monthly Amount
Amount per year of continuous employment service	\$180	\$15
16	\$2,880	\$240
17	\$3,060	\$255
18	\$3,240	\$270
19	\$3,420	\$285
20	\$3,600	\$300
21	\$3,780	\$315
22	\$3,960	\$330
23	\$4,140	\$345
24	\$4,320	\$360
25	\$4,500	\$375
26	\$4,680	\$390
27	\$4,860	\$405
28	\$5,040	\$420
29	\$5,220	\$435
30	\$5,400	\$450
30+	\$5,400	\$450

A monthly payment on the 28th of each month from date of Early Retirement up to and including the month prior to your 65th birthday.

**Option 2: Lump Sum (Available at Early Retirement Date)**

	1	2	3	4	5
Complete years of payments to age 65 *	\$2,824				
	\$3,000	\$5,768			
	\$3,176	\$6,107	\$8,812		
	\$3,353	\$6,447	\$9,302	\$11,927	
	\$3,529	\$6,786	\$9,791	\$12,554	\$15,088
	\$3,706	\$7,125	\$10,281	\$13,182	\$15,842
	\$3,882	\$7,465	\$10,771	\$13,810	\$16,597
	\$4,059	\$7,804	\$11,260	\$14,438	\$17,351
	\$4,235	\$8,143	\$11,750	\$15,065	\$18,106
	\$4,412	\$8,483	\$12,239	\$15,693	\$18,860
	\$4,588	\$8,822	\$12,729	\$16,321	\$19,614
	\$4,765	\$9,161	\$13,218	\$16,949	\$20,369
	\$4,941	\$9,500	\$13,708	\$17,576	\$21,123
	\$5,118	\$9,840	\$14,198	\$18,204	\$21,878
	\$5,294	\$10,179	\$14,687	\$18,832	\$22,632
	\$5,294	\$10,179	\$14,687	\$18,832	\$22,632

\* Lump Sum Amount will be interpolated for partial years. A lump sum retiring allowance at the date of early retirement, tax sheltered to the extent possible under the provisions of the *Income Tax Act*.

**For the University**

**For the Union**

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**LETTER OF INTENT: TRAINING**

**DATE**

**Cesar Serrano Valdivia**  
**National Representative**  
**Canadian Union of Public Employees, Local 3261**  
**80 Commerce Valley Court**  
**Toronto, ON L3T 0B2**

**Dear Mr. Serrano Valdivia,**

**It is understood and agreed that where specific training is required by the Employer it shall be provided by the Employer and scheduled such that the employee attends during their regular hours of work without loss of their regular pay. If the training is scheduled outside of the employee's regular hours of work, then the employee shall be compensated for attending the training at their applicable rate of pay.**

**Yours truly,**

**Alex Brat**  
**Senior Executive Director, Labour Relations**

**For the University**

**For the Union**

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**LETTER OF UNDERSTANDING: VACATION**

**DATE**

**Cesar Serrano Valdivia**  
**National Representative**  
**Canadian Union of Public Employees, Local 3261**  
**80 Commerce Valley Court**  
**Toronto, ON L3T 0B2**

**Dear Mr. Serrano Valdivia,**

*Effective July 1, 2025, AB*

**During the term of the 2024-2026 renewal Collective Agreement, the University will align the Vacation provisions and entitlements of the CUPE 3261-89 Chestnut Collective Agreement to match the Vacation provisions and entitlements of the CUPE 3261 Full-Time & Part-Time Collective Agreement in all material respects. The University will provide the Union with advance notice of its method and the timing in respect of implementation of this alignment. Following the notice to the Union, the University will inform employees in the bargaining unit of these changes.**

**Yours truly,**

**Alex Brat**  
**Senior Executive Director, Labour Relations**

**For the University**

**For the Union**

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University of Toronto  
March 1, 2024

WITHOUT PREJUDICE

**LETTER OF INTENT: COLLECTIVE BARGAINING**

**DATE**

**Cesar Serrano Valdivia**  
**National Representative**  
**Canadian Union of Public Employees, Local 3261**  
**80 Commerce Valley Court**  
**Toronto, ON L3T 0B2**

**Dear Mr. Serrano Valdivia,**

**The University agrees, if the Union requests, to commence collective bargaining for the renewal of the 2024-2026 Collective Agreement no later than May 1, 2026 and make best efforts to conclude the collective bargaining process and ratification of the tentative agreement on or before the December 31, 2026 expiration date of the 2024-2026 Collective Agreement.**

**Yours truly,**

**Alex Brat**  
**Senior Executive Director, Labour Relations**

**For the University**

**For the Union**

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