



UNIVERSITY OF  
**TORONTO**

# COLLECTIVE AGREEMENT

-BETWEEN-

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261  
(FULL-TIME and PART-TIME)



Term of Agreement: July 1, 2020 to June 30, 2021

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**COLLECTIVE AGREEMENT ENTERED INTO** at the City of Toronto, in the Province of Ontario, as of September 14, 2020.

- between -

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**  
(hereinafter called “the Employer”)

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261**  
(hereinafter called “the Union”)

### **ARTICLE 1: GENERAL PURPOSE**

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

### **ARTICLE 2: RECOGNITION AND COVERAGE**

2:01 The Employer recognizes the Canadian Union of Public Employees, Local 3261, as the sole and exclusive bargaining agent for all employees of the Employer, save and except forepersons, persons above the rank of foreperson, faculty, office and clerical staff, persons employed on a casual basis for not more than twenty-four (24) hours per week, students employed during the school vacation period, and persons for whom any other trade union holds bargaining rights as of December 21, 1987.

2:02 The word “employee” or “employees” used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above except where the context otherwise provides.

### **ARTICLE 3: MANAGEMENT RIGHTS**

3:01 The Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, classify, transfer, promote, layoff, suspend or otherwise discipline employees;
- c) establish and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employee, and
- d) generally, to manage and operate the University of Toronto.

- 3:02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and in such a way as to promote a harmonious relationship with the employees

#### **ARTICLE 4: NO DISCRIMINATION**

- 4:01 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.
- 4:02 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.

#### **Workplace Harassment**

- 4:03 The University will provide an environment where employees are not subjected to workplace harassment. Employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the *Occupational Health and Safety Act* and the University's Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct, and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. For clarity, the current *Occupational Health and Safety Act* defines "workplace harassment" as: "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome". For clarity, workplace harassment may occur while on University of Toronto premises and in work-related activities or social events occurring off-campus. For clarity, workplace harassment that occurs through electronic means is covered by this Article. The University will notify the Union when any substantive changes are made to the University's Civility Guidelines and at the request of the Union will meet to discuss such changes.

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after 45 days have elapsed from the date the written complaint was brought to the attention of the University, identifying the conduct alleged to constitute workplace harassment, the University has not provided the employee



with a response to the complaint. Such grievance will be filed at Step 3 of the grievance procedure. If not resolved at Step 3, the parties may agree to mediation or facilitation before an agreed upon mediator or facilitator before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

During any internal steps taken to resolve the situation, employees shall have the right to be accompanied by a Union Representative.

### **Sexual Violence and Sexual Harassment**

4:04 Sexual harassment shall be considered discrimination under Article 4:02 of this Agreement.

4:05 The University will provide an environment where employees are not subjected to sexual violence and sexual harassment. Employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the *Ontario Human Rights Code*, the *Occupational Health and Safety Act* and the University's Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

For clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual violence" as meaning: "any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes Sexual Assault, Sexual Harassment, stalking, indecent exposure, voyeurism, and sexual exploitation."

For clarity, the current *Ontario Human Rights Code* provides that "[e]very person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee." For further clarity, the current *Ontario Human Rights Code* defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". For further clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual harassment" as including: "any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."

4:06 Employees making a report under the University's Policy on Sexual Violence and Sexual Harassment shall have the right to be accompanied by a Union Representative at any stage of the process.

4:07 The time limit for making a report under the University's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual harassment under this Collective Agreement shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the report/grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee's control prevented the employee from grieving within the time limit.

A grievance alleging sexual violence or sexual harassment shall be filed at Step 3. The Executive Director, Labour Relations (or designate) will give a written decision to the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 14 of this Collective Agreement.

4:08 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

4:09 An employee who makes a report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

4:10 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

4:11 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are employees covered by a Collective Agreement between the Governing Council of the University of Toronto and CUPE 3261 (whether Full-Time & Part-Time or Casual), both the Complainant and the Respondent shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

### **No Reprisal**

4:12 The University and the Union agree that every employee has a right to a workplace free of harassment, discrimination, reprisal or retaliation.

Accordingly, every employee may bring forward, provide information regarding, assist, or otherwise be involved in the resolution of a complaint without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge,

whether that complaint is brought forward through a grievance under the Collective Agreement or a complaint in accordance with another University Policy or Guideline, provided that the employee is not acting in bad faith or in a manner that is vexatious or otherwise clearly improper.

For clarity, there will be no reprisals against any employee who brings forward a complaint of harassment and/or discrimination within the meaning of Article 4 of this Collective Agreement provided that they are not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. Both Respondents and Complainants shall be made aware of this Article.

Any allegation(s) of reprisal or retaliation may be the subject of a grievance commencing at Step Two of the Grievance Procedure.

### **Racial Discrimination**

4:13 An employee who files a grievance under the Collective Agreement alleging that they have been discriminated against because of race contrary to Article 4:01 may, if they choose, meet with the University's Anti-Racism & Cultural Diversity Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union Representative if they so choose. Thereafter an employee may resume the grievance process.

### **General Harassment**

4:14 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

## **ARTICLE 5: EMPLOYMENT EQUITY**

5:01 The University and the Union are committed to equal opportunity in employment for women, aboriginal peoples, people with disabilities and people who because of their race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada. The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University.

## **ARTICLE 6: RELATIONSHIP**

6:01 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.

6:02 The Employer agrees that the Local Union President 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 President 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.

6:03 a) 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 ([WEB ADDRESS]). 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, by cellphone at (416) 738-4491 or by fax at (416) 946-7621. You may also contact your Union by email at service.workers@utoronto.ca."

b) It shall be the responsibility of the Union to ensure that the Employer is provided with the web address for the CUPE Local 3261 home page for the placeholder "[WEB ADDRESS]" referred to in paragraph (a) above. For clarity, 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 for the CUPE Local 3261 home page for the placeholder "[WEB ADDRESS]" referred to in paragraph (a) above 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.

## **ARTICLE 7: UNION SECURITY AND CHECK OFF**

7:01 It is agreed that the employees who are now or hereinafter become members of the Union shall maintain their membership in the Union during the term of this Agreement.

### **Union Initiation Fee**

7:02 It is agreed as a condition of employment that each employee shall deliver to the Employer a properly authenticated membership application card signed by the employee. The Employer will then deduct from the first pay of such employee earned by him/her an amount equivalent to the Union initiation fee. The amount of such initiation fee shall be certified to the Employer by the Secretary-Treasurer of the Union.

### **Union Dues**

7:03 The Employer will deduct from each pay an amount equivalent to the Union dues as are uniformly levied upon all members of the Union in accordance with its Constitution and By-Laws. The amount of such dues shall be certified to the Employer by the Secretary-Treasurer of the Union.

7:04 The amounts deducted in accordance with paragraphs 7:02 and 7:03 shall be remitted to the Union by the 10<sup>th</sup> day of the following month from which the dues were deducted.

- 7:05 The Employer will, at the time of making such remittance hereunder to the Union, furnish it with a statement showing the names, amount of dues paid, regular wages earned, overtime wages earned, classification, address, email (if and when available to produce), phone number, and shift hours earned of the employees from whose pay such deductions have been made.
- 7:06 It is agreed that the Employer will provide the Secretary-Treasurer of the Union, Local 3261 on a monthly basis (with a compatible electronic copy) the following information: employee name, personnel number, date of hire, seniority, home address, home telephone number, work email address (where available), employment status (full-time or part-time), newly hired employees (i.e., newly entering the bargaining unit), terminated employees (i.e., no longer part of the bargaining unit), employees on leaves of absence, pregnancy/parental/primary caregiver leaves, long-term disability, or WSIB leaves of absence, the department, the classification, and the campus location the aforementioned employees are employed in.
- 7:07 The University agrees to record total Union dues deductions paid by each employee on their T4 slip.
- 7:08 The University will provide the Union on a semi-annual basis (with a compatible electronic copy) a list of all employees who retired during the previous six (6) months. The list will include the retired employee's name, home address and telephone number on record as at their last date of employment with the University.

## **ARTICLE 8: LIMITED TERMS OF EMPLOYMENT**

### **Temporary Employees**

- 8:01 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 16 Seniority; Article 17 Leaves of Absence; Article 18:08 Overtime Distribution; Article 20 Vacation With Pay; Sick Leave Articles 21:01 to 21:15 inclusive; Article 22 Bereavement Leave; Article 23 Paid Personal Leave of Absence; Article 25 Jury Duty or Crown Witness Service; Article 28:0 Limitation on Applications; Article 31 Technological Change; Article 33:01 Job Security; Article 39 Benefits; Article 40 Clothing; Article 41 Safety Shoe or Boot Allowance; and Article 42 Joint Membership Plan.
- 8:02 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**

8:03 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**

8:04 Term employees are those who are hired from outside the bargaining unit or from temporary status as defined in Article 8:01 above into term positions of up to two (2) years in accordance with Articles 8:05, 8:06, and/or 8:07. Such term employees shall be covered by the Collective Agreement, except the following provisions of the Agreement shall not apply: Articles 16:06 to 16:13 (layoff) inclusive.

### **Long-Term Disability or WSIB Term Positions**

8:05 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 26:01: Job Posting – Promotional Opportunity.

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 Articles 16:06 to 16:13 (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**

8:06 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 Articles 16:06 to 16:13 (layoff) shall apply.

In the event the employee does not return from leave, the position shall be posted in accordance with Article 26:01: Job Posting – Promotional Opportunity.

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.

8:07 Where the Employer decides to fill a term position for operational reasons other than as set out in Articles 8:05 and 8:06, 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 16:06 to 16:13 (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.

## **ARTICLE 9: NO STRIKES AND NO LOCKOUTS**

9:01 The Union agrees and undertakes that there will be no strikes, as defined in the *Labour Relations Act* and the Employer agrees and undertakes that there will be no lockout as defined in the *Labour Relations Act* during the term of this Agreement.

## **ARTICLE 10: UNION REPRESENTATION**

### **Local Union President**

10:01 The Employer agrees that there also shall be one Union President for Local 3261, elected or appointed from any of the bargaining units represented by Local 3261. The Union will notify the Employer in writing of the appointment of the Local Union President.

### **Steward-at-Large**

10:02 The Union shall have the right to appoint or select one (1) bargaining unit member to act as Steward-at-Large where Stewards are not available in the employing department.

The Union shall have the right to appoint or select one (1) Steward-at-Large to act as Grievance Chairperson.

Stewards under the Full-Time and Part-Time Collective Agreement may act as Stewards under the CUPE Local 3261 Casual Collective Agreement.

### **Union Representation**

10:03



## Administrative Assistance

- (a) The University will grant leave up to a maximum of thirty-two (32) hours per month, of which sixteen (16) hours will be granted with pay and sixteen (16) 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 employee who is granted leave will be mutually agreed upon by the Union and the University.

## Union Representation

- (b) The Employer acknowledges the right of the Union to appoint or otherwise select Union Stewards who have completed their probationary period of employment as follows:

Union Stewards	32
University Operations	
Caretaking	6
Transportation Services	1
Grounds	1
Campus Moving	1
Recycling	1
Mail Services	1
Other (as appointed/selected by the Union)	3
Faculty of Kinesiology & Physical Education	
Varsity Stadium & Arena	1
Warren Stevens	1
Hart House	1
New College (at least one Food Service Employee)	2
University College	1
Division of Comparative Medicine	1
Chemistry	1
Arts & Science	1
Sidney Smith (one Food Service Employee)	1
Robarts Library (one Food Service Employee)	1
MSB	1
University of Toronto Mississauga	3
(1 per shift on each of day/afternoon/night shift)	
University of Toronto Scarborough	3
(1 per shift on each of day/afternoon/night shift)	

The Union will notify the Employer in writing of the names of the Union Stewards and their alternates.

- (c) Provided the leave will not unduly interfere with operations, the Employer shall grant a leave of absence for employees at the request of the Union upon ten (10) working days written notice. A shorter notice period may be considered by the Employer in exceptional or unforeseen circumstances. The Employer shall continue the wages and benefits of such employees. The Union shall reimburse the Employer for such wages and benefit payments upon receipt of a statement of the amount owing.

## **Arbitration and Mediation Leave**

- (d) The Employer agrees that the Chief Steward and the grievor involved in the processing of the grievance shall not suffer any loss of regular wages during their attendance at arbitration or mediation hearings. It is understood no payment for time lost shall be made for attendance at such hearings to Union witnesses.
- 10:04 The Union acknowledges that the Union Stewards have duties to perform on behalf of the Employer, and the Stewards will not absent themselves from such duties unreasonably in order to attend to the grievances of employees. In consideration of this acknowledgment and undertaking, the Employer will compensate Stewards for time spent in handling grievances of employees. Such compensation shall not extend beyond normal working hours, except where the Steward has been authorized by the Employer to deal with a matter which would require performance beyond the normal working hours. It is agreed that overtime rates will not be paid in such instances.
- 10:05 Stewards will be required to request leave from their supervisors before leaving their place of work and to report back to the supervisor on returning to work.

## **Negotiating Committee**

- 10:06 For the purpose of negotiating a Collective Agreement pursuant to Article 46 the Employer will recognize the Local Union President and up to seven (7) employees of the Employer as the Union's Bargaining Committee. The Bargaining Committee shall be given time off during their normal working hours without loss of pay while attending negotiation meetings with the Employer. Any member of the Bargaining Committee who normally works on the afternoon or night shift will be given time off with pay to attend negotiation meetings with the Employer. If more than one representative works in the same Department, the Employer may not be able to release more than one of them at any one time for meetings contemplated in this Article. In the event that negotiation meetings occur when Bargaining Committee members are not scheduled to work, then the Employer agrees to pay up to seven (7) employees who are members of the Bargaining Committee up to eight (8) hours' pay at their regular wage rate for attending meetings to negotiation amendments to the Collective Agreement.

Further, up to four (4) members of the Bargaining Committee shall each be granted as preparation time one-half (1/2) day off with pay at four (4) hours' pay for each year of the term of the Collective Agreement to be renewed. All of this preparation time off work shall be scheduled at a mutually agreeable time.

## **Health and Safety**

- 10:07 The University is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe conditions on its premises. The University endeavours to provide a hazard free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programmes and procedures.

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

The University shall acquaint its employees with such components of legislation, regulations, standards, practises and procedures as pertain to the elimination, control and management of hazards in their work and work environment.

Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community.

The University recognizes the right of workers to be informed about hazards in the workplace to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work where there is an immediate danger to their health and safety or health and safety of others.

The University will continue to respect the functions and guidelines established for the Joint Health and Safety Committee for the duration of the Collective Agreement. It is understood that should there be changes in the applicable legislation, the parties will meet to discuss the implications. All copies of minutes of joint H&S meetings from all campuses will be forwarded to the Union office via electronic mail.

It is further agreed that the Union may only submit a grievance should the University unilaterally amend or abrogate the terms of the Joint Health and Safety Agreement, and/or fail to provide adequate paid time off for worker members to carry out their Joint Health and Safety Committee duties as specified in this agreement. Such grievances will be submitted in accordance with the provisions specified under Articles 13 and 14 of the Collective Agreement.

The University agrees that prior to the implementation of any changes to the Health and Safety Committee terms of reference, the University shall meet with the Union to discuss such changes.

The University is responsible for notifying the appropriate authorities in accordance with the appropriate federal, provincial and municipal environment legislation if there is a release of a hazardous substance to the air, earth or water system.

Employees first have a duty to report such releases to the immediate supervisor or designate in accordance with the *Occupational Health and Safety Act*. In response, the supervisor has a responsibility to ensure the appropriate investigation; reporting and remedial actions are taken without delay, in conjunction with the Joint Health and Safety Committee.

No employee shall be discharged, penalized or disciplined in the event of good faith reporting to the appropriate regulatory authority of a release of a hazardous substance.

All provisions within the *Occupational Health and Safety Act* must first be exhausted.

### **Payment for Injured Employees**

- 10:08 In the event an employee is injured in the performance of his or her duties such that the employee is required to stop work and receive medical treatment, the employee will receive their regular pay for that work day. If the injury is such that transportation immediately following the injury is required, the University will provide, or arrange for, suitable transportation to a hospital, the employee's home or other appropriate location.
- 10:09 One worker member appointed or elected by the Union to the St. George CUPE Local 3261, the UTM and UTSC Joint Health and Safety Committees may become a certified worker representative on the Committee if requested by the Union. The University agrees to pay the costs for the basic level I core certification programme and certification refresher course every three (3) years and will first look to provide in-house training through Environmental Health and Safety. If in-house training is not available the University and the Union will look to a mutually agreed upon provider.
- 10:10 The Central Committee and the Local President shall receive copies of all committee reports and investigations reports from all the committees. The University shall endeavour to ensure that these materials are provided in a timely fashion.
- 10:11 Bargaining unit employees on both the Health and Safety Committees and Central Committee will suffer no loss of regular straight time pay for time required to carry out their responsibilities. Bargaining unit employees on the Health and Safety Committees and Central Committee shall provide as much notice as possible to their supervisors in the event their responsibilities will require them to be away from their regular work.

### **Pregnancy**

- 10:12 In assessing the health and safety of work, the Employer shall consider the special risks that may apply during pregnancy. Pregnant employees may request a workplace assessment by the Office of Environment Health and Safety. Where risks or hazards are identified by EH&S through such an assessment the University will arrange reasonable accommodation, including but not limited to options such as reassignment or leave.

### **ARTICLE 11: DISCIPLINE**

The University and the Union recognize that coaching letters are a non-disciplinary method of addressing concerns with an employee. For clarity, coaching letters shall not form a step in the progressive discipline process and shall not be relied upon to increase the severity of discipline imposed.

Coaching letters shall be removed from the employee's file when twelve (12) months of active employment (i.e., days actually at work at the University) have

elapsed since the date of issue. For clarity, a new coaching letter may be issued at any time.

All coaching letters shall be clearly identified as such in the subject line of the letter.

### **Disciplinary Interview**

11:01 Where an employee is summoned to the supervisor's office for an interview concerning discipline, or a meeting conducted as part of an investigation that is likely to lead to the employee's suspension or discharge, prior to discussing the matter with the employee, the supervisor will inform the employee of their right to have their Union Steward present. The employee may, if they so desire, request the presence of their Union Steward to represent them during the interview. If the employee requests representation by their Union Steward, the supervisor will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned. The Union will make available a representative within twenty-four (24) hours to attend such a meeting before discipline is imposed. Whether called or not, the Union Office will be advised in writing or electronic mail within two (2) working days (48 hours) of the facts of the disciplinary action and the reason therefor.

The Employer will endeavour to render discipline within fifteen (15) working days of the alleged misconduct or within fifteen (15) days when the Employer is made aware of such alleged offense. Any such discipline will be copied to the Union.

11:02 Any record of a disciplinary action taken by the Employer shall be removed from the employee's record twenty-four (24) months after the date of such disciplinary action being recorded provided there has been no recurrence of a similar infraction.

### **ARTICLE 12: SUSPENSION OR DISCHARGE**

12:01 An employee who has been suspended or discharged shall be advised in writing of the reason therefor. Whether called or not, the Union Office will be advised in writing or electronic mail within two (2) working days (48 hours) of the fact of suspension or discharge and the reason therefor.

### **ARTICLE 13: GRIEVANCE PROCEDURE**

13:01 An employee having a grievance, or one designated member of a group having a grievance, will first take up the grievance within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance with their supervisor, who will attempt to adjust it. In the event the supervisor is not able to adjust the grievance, the supervisor will arrange to send for the Union Steward without undue delay and without further discussion of the grievance.

13:02 Time limits set forth in the Grievance or Arbitration procedures may be extended by mutual agreement in writing between the parties hereto. Saturdays, Sundays

and paid holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration procedures.

### **Step One**

13:03 The Union Steward and the employee will attempt to adjust the grievance with the supervisor before it is given to the supervisor in writing.

13:04 If the grievance is not adjusted by the supervisor, it shall be reduced in writing on an employee grievance form provided by the Union and signed by both the Union Representative and the employee involved. The Union will endeavour to provide a copy of the grievance to the Labour Relations Department. The supervisor shall give the answer in writing to the Union Representative without undue delay, but not more than ten (10) working days after the grievance has been presented in writing.

### **Step Two**

13:05 If the grievance is not settled at Step One, the written grievance may be referred to the proper Designated Authority\* at the location where the grievor is employed, by the Local Union President within ten (10) working days after receiving the answer in writing. A meeting shall be arranged by the Designated Authority within ten (10) working days of receiving the grievance. Either party may request the presence of the grievor and the Union Steward at the meeting. The Designated Authority shall give the answer in writing to the Local Union President without undue delay but not later than ten (10) working days after the said meeting.

\* Designated Authority (see Schedule XII)

### **Step Three**

13:06 If the grievance is not settled at Step Two, a written grievance may be referred to the Executive Director, Labour Relations or designate by the Local Union President within ten (10) working days of receiving an answer in writing from the Designated Authority. Either party may request the presence of the grievor, Union Steward, Local Union President and the CUPE National Representative, supervisor or Designated Authority to attend the meeting to present evidence or give assistance in the settlement of the grievance. A meeting shall be arranged by the Executive Director, Labour Relations or designate with the Local Union President within ten (10) working days of receipt of the grievance in order to resolve the dispute. The Executive Director, Labour Relations or designate shall give the reply in writing within ten (10) working days if the grievance is not settled at this meeting.

### **Policy or Group Grievance**

13:07 A grievance of the Employer, or a policy grievance of the Union, which is distinguished from an individual employee's or group grievance, must be sent to the Executive Director, Labour Relations, or designate or to the Local Union President, as the case may be, within fifteen (15) working days after the

occurrence of the matter which is the subject of the grievance. The parties shall meet to discuss any such grievance within ten (10) working days, then either party may notify the other party in writing within a further period of ten (10) working days, that it intends to proceed to arbitration. Such notification shall contain details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought from an arbitrator or arbitration board.

13:08 Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievances as one (1) grievance subject to all application provisions under the grievance procedure, provided that such grievance shall commence at Step 1.

### **Discharge Grievance**

13:09 An employee who has been discharged, may submit a grievance in writing on a form supplied by the Union signed by both the Union Representative and the employee involved, to the Executive Director, Labour Relations or designate, within ten (10) working days after the discharge. The Executive Director, Labour Relations or designate shall meet with the Local Union President and the grievor within ten (10) working days of receipt of the grievance. Either party may request the presence of the grievor, Union Representative, Local Union President and the CUPE National Representative, supervisor or Designated Authority to attend the meeting to present evidence or give assistance in the settlement of the grievance. If the grievance is not settled at this meeting, then either party may notify the other in writing within a further period of ten (10) working days after the date of the meeting that it intends to proceed to arbitration as herein before set out.

### **Grievance Mediation**

13:10 The parties are committed to the early settlement of grievances and as such mutually agree that the process of grievance mediation is a valuable tool in arriving at mutually agreeable grievance settlements. In this regard the parties agree that by mutual agreement on a "case-by-case" basis, grievances may be referred to private grievance mediation prior to the grievance being heard by a sole arbitrator or a board of arbitration as set out in this Collective Agreement. In such circumstances the parties shall by mutual agreement select the grievance mediation company and they shall jointly and equally bear the fees and the expenses of the mediator.

## **ARTICLE 14: ARBITRATION**

14:01 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.

- 14:02 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.
- 14:03 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.
- 14:04 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.
- 14:05 Policy or group grievances as set out in Articles 13:01 and 13:07 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 14:04. 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 14:01 and 14:03 inclusive.
- 14:06 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.
- 14:07 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.
- 14:08 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.



14:09 An arbitrator shall have the right to extend the time limits in accordance with Section 48 (16) of the *Ontario Labour Relations Act*.

## **ARTICLE 15: PROBATIONARY EMPLOYEES**

15:01

- (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 13:09 of the Agreement.

## **ARTICLE 16: SENIORITY**

16:01

- (a) An employee will be considered on probation and will not acquire seniority until after they have worked for a total of ninety (90) working days for the Employer, when their seniority shall commence from the date of last hire. For the purposes of vacation requests (Article 18), job postings (Article 26 and Article 27) and layoff and displacement (Article 16), separate seniority lists will be kept for the full-time employees and regular part-time employees.
- (b) In the event a regular part-time employee is hired as a full-time employee without a break in service, all hours previously worked as a regular part-time employee in this bargaining unit shall be considered as accrued seniority on the basis of one (1) year's seniority for every 2080 hours worked. These hours will be pro-rated for sessional employees or for positions with less than 2080 annual hours.

16:02 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 16:07 in order to displace a regular employee during the period in which the sessional employee is laid off following the session.

### **Seniority List**

16:03 A seniority list containing the names, classifications, employing department and seniority of employees will be forwarded in an electronically readable format to the Local Union President on a quarterly basis, i.e. January, April, July and October of each calendar year.

### **Loss of Seniority**

16:04 An employee shall lose all seniority and deemed to be terminated if the employee:

- a) voluntarily quits, resigns or retires the employ of the University;
- b) is justifiably discharged;
- c) has been laid off for more than twenty four (24) consecutive months;
- d) following a layoff, fails to advise the Employer within five (5) working days of receipt of notice to return to work of their intention to return or fails to report for work on the date and at the time specified in the notice;
- e) accepts a position outside the bargaining unit for a period of more than one hundred and eighty (180) calendar days unless an extension is agreed to by the Union. For periods of less than one hundred and eighty (180) calendar days an employee may return to their former position with seniority re-instated to the date of leaving the bargaining unit position;
- f) is absent from work for five (5) consecutive working days without notifying the Employer, and providing a reasonable explanation for such absence, in which case the employee shall be deemed to have resigned their employment with the Employer.
- g) fails to return to work upon the cessation of an authorized leave of absence unless the failure to return to work is due to circumstances beyond the employee's control.

### **Change of Address**

16:05 It shall be the duty of the employee to notify the Employer promptly of any change of address or telephone number. If any employee should fail to do so the Employer may take disciplinary action. The Employer shall not be responsible for failure of any notice to reach the employee.

### **Layoffs**

16:06 In the event of a layoff, the Employer agrees that employees shall be laid off in the reverse order of their seniority. The employees shall be recalled to work in order of their seniority.

16:07 Any employee who is laid off may displace an employee with less seniority in the same classification or a lower classification wherein it is determined that they are qualified and capable of performing the duties of that classification.

- 16:08 In determining the ability of an employee to perform work in a classification covered by the terms of the Agreement, the Employer will consider the qualifications and the ability of the employee to perform the normal requirements of the job satisfactorily. Where the qualifications are relatively equal between the employees affected, seniority shall be the governing factor.
- 16:09 An employee recalled to work in a different department or a different classification from which the employee was laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant.
- 16:10 Employees on layoff are entitled to apply for any job vacancies arising out of a job posting.
- 16:11 An employee who has been discontinued from long term disability benefits, and is certified medically fit to return to work in a classification other than the classification in which they were employed immediately prior to receiving long term disability benefits, may exercise their seniority and displace an employee in an equivalent or lower classification once only, providing the following qualifications are met:
1. the employee must have exhausted all sick leave credits prior to exercising their seniority;
  2. the employee must be certified as being medically fit to perform all of the duties within the classification of the employee being displaced; and
  3. the employee must have the knowledge, ability, and skill to perform all of the duties within the classification of the employee being displaced.

Notwithstanding the above, the Employer will have the option of assigning the employee to any vacant bargaining unit position within reason, providing the employee is medically fit and qualified to perform such work.

### **Temporary Layoff Notice**

- 16:12 The Employer shall notify the employee who is to be laid off ten (10) working days before the layoff is to be effective. If the employee to be laid off has not had the opportunity to work ten (10) full working days after notice of layoff, the employee shall be paid in lieu of that part of ten (10) days during which work was not available.

### **Termination Layoff Notice**

- 16:13 The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:

Upon completion of the probationary period but less than 1 year - 1 week  
1 year of service, less than 2 years - 3 weeks  
2 years of service, less than 4 years - 4 weeks  
4 years of service or more - one week for each year of service to a

maximum of 30 weeks.

If the employee to be laid off has not been given the opportunity to work the amount of time specified in the above schedule, they shall be paid in lieu of that part of the notice required in the schedule during which work was not available.

One (1) week's pay is equal to the amount an employee would have received at their regular non-overtime work week.

## **ARTICLE 17: LEAVES OF ABSENCE**

### **General**

17:01 Subject to the written approval of the Designated Authority only, an employee may be granted a leave of absence without pay because of personal illness or for valid personal reasons. All applications for leave of absence must be made in writing and submitted to the Designated Authority at least four (4) weeks in advance of the start date of the leave (with the exception of emergencies). Any request for an extension of a leave of absence must also be applied for and granted in writing at least four (4) weeks in advance of the original end date of the leave (with the exception of emergencies). In cases of emergency, the employee shall give as much notice as possible. The Designated Authority shall provide a written response within two (2) weeks of receipt of the request.

An employee who has been granted a leave of absence without pay in accordance with the above who wishes to change the date of return to work to an earlier date must submit a written request to the Designated Authority at least two (2) weeks in advance of such earlier date. The Designated Authority shall provide a written response to the request within one (1) week of receipt of the request.

### **Pregnancy Leave**

17:02

(a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of employment with the University prior to the probable date of delivery, and who presents to the Department or Division Head a doctor's certificate or certificate from a midwife stating that the employee is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.

(b) For employees with thirteen (13) weeks of service or more the University will pay ninety-five (95) percent of weekly salary during the one (1) week waiting period for Employment Insurance pregnancy benefits, and, for the next fifteen (15) weeks, will pay the difference between the weekly Employment Insurance benefit and ninety-five (95) percent of weekly salary, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits.

The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to the University. If pregnancy-related complications force the employee to stop work before the employee has arranged their pregnancy leave, the employee has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such cases the employee will be entitled to utilize sick leave in accordance with Article 21 until the actual birth of the baby, the expected date of delivery or the date the employee intended to start pregnancy leave as stated in their written notice, whichever comes first. An employee must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.
- (d) If the employee has been on pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of their return to work to an earlier date, the employee must give the University four (4) weeks' written notice of the date on which they intend to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's pregnancy leave, provided the employee fulfills any requirements for said continuation.

## **Parental Leave**

17:03

- (a) An employee who is a parent of a child and who has been employed with the University for at least thirteen (13) weeks is entitled to an unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Both parents will be eligible to take a parental leave as follows:
- i) up to thirty-five (35) weeks of parental leave for employees who take pregnancy leave;
  - ii) up to thirty-seven (37) weeks of parental leave for all other new parents; or
  - iii) such shorter or longer period of time as might be required under the *Employment Standards Act, 2000* from time to time.
- (b) For employees who take pregnancy leave, parental leave commences when the employee's pregnancy leave ends or when the baby first comes into custody, care, and control of the birth parent. For all other new parents, parental leave must commence with fifty-two (52) weeks after the birth or after the child first comes into the custody care, and control of a parent or such other time as may be specified under the *Employment Standards Act, 2000* from time to time. This provision is not available to employees who have taken Primary Caregiver Leave.
- (c) For employees with one (1) year of service or more who provide the University with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following:
- (i) For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
  - (ii) For an employee who takes parental leave for which a one (1) week waiting period has already been served in respect of the same child, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
  - (iii) For an employee who takes parental leave and is required to serve a one (1) week waiting period, ninety-five (95) percent of salary during the one (1) week waiting period, and the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for eight (8) weeks;
  - (iv) The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer

period of time as may be permitted under the *Employment Insurance Act*.

- (d) An employee who is entitled to a parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If the employee does not specify when the leave will end, it will be assumed that the employee wishes to take the maximum leave in accordance with Article 17:03 (a) (i) or (ii), as applicable.
- (e) An employee who has given notice to begin parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.
- (f) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of their intent to take the parental leave.
- (g) If an employee on parental leave wishes to change the date of their return to work to an earlier date, the employee must give the University four (4) weeks' written notice of the date on which they intend to return.
- (h) If an employee wishes to change the date of return to work to a later date (of not later than the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- (i) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

### **Primary Caregiver Leave**

17:04

- (a) Primary Caregiver Leave is available to a parent, other than a birth parent, who has the primary responsibility for the care of a child during the thirty seven (37) weeks immediately following:
  - i) the birth of a child, or
  - ii) the coming of a child into the custody, care, and control of a parent for the first time; or
  - iii) such shorter or longer period is required under the *Employment Standards Act, 2000*, as amended from time to time.

Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and is available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.

- (b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g., for a birthparent's partner, because the birth parent is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).
- (c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.
- (d) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of weekly salary during the one (1) week waiting period for Employment Insurance parental benefits, and, for the next eleven (11) weeks, will pay the difference between weekly Employment Insurance parental benefits and ninety-five (95) percent of weekly salary, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance parental benefits and the amount of those benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.
- (e) In the case of an employee on a sessional appointment or whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation.
- (g) The weekly top-up payment under paragraph (d) will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

17:05 The requirements established by Employment & Immigration Canada concerning Employment Insurance benefits and Supplemental Employment Benefits (SEB), as they apply to Articles 17:02 and 17:04 are as follows:

### **Benefit Level**

Other earnings earned by an employee with another employer or by self-employment must be considered in the benefit level criterion. The combination of Employment Insurance benefits, Supplemental Employment Benefits and all other earnings will never exceed 95 percent of the employee's normal weekly earnings.



## **Disqualification or Disentitlement**

Employees disqualified or disentitled from receiving Employment Insurance benefits are not eligible for Supplemental Employment Benefits.

## **Compassionate Care Leave**

17:06 The University will grant compassionate care leave to employees who take a leave of absence under the Family Medical Leave provisions of the *Employment Standards Act*. For employees with one (1) year of service or more, the University, provided that the employee applies for and receives Employment Insurance compassionate care benefits, will pay the equivalent of the weekly Employment Insurance benefits, for the one (1) week waiting period.

## **Conventions and Seminars**

17:07 Subject to the approval of the Designated Authority and upon written request at least fifteen (15) working days in advance, leave of absence without pay or loss of seniority shall be granted to not more than six (6) employees at any one time, who may be elected or selected by Local 3261 to attend any authorized Labour Convention or Educational Seminar. Such leave of absence is to be confined to the actual duration of the Labour Convention or Educational Seminar and the necessary travelling time. Such leave shall not exceed fifteen (15) working days per year for each employee to whom such leave is granted.

## **Full-Time Officer of the Union**

17:08

- (a) Where an employee is elected or selected to a full-time office within the Union, the employee may request a leave of absence at least ten (10) working days in advance in writing from the Designated Authority, the employee shall be granted leave of absence. Such leave shall be renewed each year, on request, during the employee's term of office. On the expiration of their term of office and upon written request to the Designated Authority, which must be submitted at least ten (10) working days prior to said termination, the member shall be returned to their former position. The above-described leave of absence shall be limited to one (1) employee at any one time during the term of this Agreement.
- (b) Subject to the approval of the appropriate Designated Authority, the Vice-President of the Union or designate shall be allowed a leave of absence without pay for the purpose of replacing the Local President during the periods of vacation, short-term emergency or extended illness. The President of the Local shall make a written request for such leave to the Executive Director, Labour Relations. Such leave of absence shall not be unreasonably withheld.
- (c) Where an employee of the University of Toronto is elected or selected to a full-time office within the Union and is granted a leave of absence in

accordance with Article 17:08, the Employer shall continue to pay the full-time officer during the leave of absence at their regular wage rate in the classification in which they were employed immediately prior to commencing the leave of absence. The employee benefits shall be those in which the employee was enrolled immediately prior to commencing said leave of absence.

The University agrees that upon request of the Union, the Full-Time Officer of the Union shall be placed at a higher rate consistent with a classification covered by the Collective Agreement. It is understood that the Union will be obligated to pay the entire amount of the wage differential resulting from such higher classification. The Union shall reimburse the Employee for the increase in benefit premium beyond the classification in which the Full-Time Officer was employed immediately prior to the leave of absence being granted.

### **Political Leave**

17:09 Employees running for election to public office shall be entitled to an unpaid leave of absence upon the following basis:

- (a) For election to the Parliament of Canada – one (1) month.
- (b) For election to the Legislature of Ontario – one (1) month.
- (c) For election to a municipal council or Board of Education – ten (10) working days.
- (d) For election to Mayor or Chairperson of City/Town/Regional Council – fifteen (15) working days.

Such leave need not be taken on consecutive days.

### **Employer Discontinues Contributions to Welfare Benefit**

17:10 Where an employee has been granted leave of absence without pay in accordance with and pursuant to Article 17:01 Leave for Valid Personal Reasons, the Employer shall discontinue its share of contributions for the aforesaid employee to the Benefits Plans listed below:

The University of Toronto Pension Plan;  
University of Toronto Group Life and Survivor Income Plan;  
University of Toronto Long Term Disability Plan;  
University of Toronto Dental Care Plan;  
University of Toronto Extended Health Care Plan;  
University of Toronto Semi-Private Hospital Accommodation Plan;  
University of Toronto Vision Care Plan; and  
University of Toronto Joint Membership Plan.

The Employer will notify the employee in writing whenever Employer contributions to such plans are discontinued.

## **Employee May Continue Contributions**

17:11

- (a) The employee may make provisions for continuance of coverage of whatever welfare benefits programs in which the employee was enrolled prior to said leave of absence being granted, by making direct payment to the supervisor of the fortnightly payroll. All premiums must be paid in advance and in accordance with the rules established by the Human Resources Department.
- (b) Where an employee is elected or selected to a full-time office within the Union and is granted a leave of absence in accordance with Article 17:08 the Union may make arrangements for the continuation of welfare benefits programs on the employee's behalf by making direct payment to the supervisor of the fortnightly payroll.

## **Seniority During Leave of Absence**

17:12 Employees who have been granted leave of absence shall retain seniority acquired until said leave of absence commences. The employee shall not continue to acquire seniority while on leave of absence where an employee has been granted sixty (60) working days or more leave of absence for valid personal reasons in accordance with and pursuant to Article 17:01 of the Agreement.

This provision is not applicable to employees granted leave of absence under Article 17:08 in that seniority shall continue for the full period of the aforementioned leave.

## **ARTICLE 18: HOURS OF WORK AND OVERTIME**

18:01 There shall be no guarantee of hours of work per day or week.

18:02 Employees shall be entitled to be paid overtime at the rate of time and one-half (1½) of their regular hourly rate for all hours worked in excess of their regularly scheduled hours per day or hours per week.

This provision shall not apply to employees who regularly work less than thirty-seven and one-half (37½) hours per week where an employee has received a minimum of twenty-four (24) hours of notice of a change in hours of work per day or per week. Regardless employees will be entitled to overtime after having worked over forty (40) hours per week.

18:03 An employee with the consent of their supervisor shall have the option of requesting time off in lieu of the equivalent overtime payment (for example, an employee who incurs one (1) hour of overtime shall be either paid at one and one-half times (1½) their wage rate or be provided with one and one-half (1½) hours of lieu time off). Such lieu time off, if approved, shall be granted at a date mutually agreeable to the employee and their supervisor. Time off in lieu arrangements will not be granted in the event that overtime would be incurred by this arrangement. Lieu time must be used within the twelve months in which it

was earned. The Employer reserves the right to cash out lieu time owing at the appropriate rate in the event a date mutually convenient to the employee and the supervisor cannot be found.

18:04 All employees covered by this Agreement shall be paid for all overtime hours worked in excess of the regular scheduled hours of work on Sunday at the rate of two (2) times the regular hourly rate.

18:05 All employees covered by this Agreement shall be paid for all work performed on the seventh (7th) consecutive day worked at the rate of two (2) times the regular hourly rate.

### **Callback**

18:06 Employees who are called back to work after completing their regular shift and who had left their place of work, will receive a minimum of four (4) hours at the rate of time-and-one-half (1½) of the regular hourly rate or the appropriate overtime rate for all hours worked, whichever is the greater. This clause shall not be applicable where an employee is instructed to report early for a regular shift.

### **Standby Pay – Snow Removal**

18:07 In the event an employee is requested to be on standby and available for work during their off duty time the employee shall be paid two (2) hours' pay at the employee's regular rate of pay for each seven (7) day period assigned on standby. In order to be eligible for standby pay the employee must be assigned by their supervisor, must be reachable by telephone and must be available to report for work when requested.

If an employee has been granted advance approval for one (1) day of prescheduled absence during their seven (7) day period of assigned standby, the employee shall continue to be on assigned standby for the remaining six (6) day period that they are at work.

The University will establish a standby schedule for snow removal during the winter months.

### **Overtime Distribution**

18:08 Overtime distribution shall be governed by the appropriate work jurisdiction or department of the foreperson or supervisor of the group of employees being considered.

The Employer agrees to distribute overtime work as equitably as possible amongst employees who are qualified to perform the work requested to be done. Overtime that is offered but is refused by an employee shall be counted as having been worked for the purposes of establishing records.

Except for emergencies, overtime will first be offered to regular full-time employees normally performing the work in that classification. Employees who are requested to work overtime and fail to report for the assignment will be considered to have worked for the purpose of maintaining records on overtime distribution

### **Rest Period and Lunch**

18:09

- (a) An employee is entitled to a paid fifteen (15) minute rest period for every three (3) hours scheduled. Such rest period shall be taken during the three (3) hour period.
- (b) An employee who works a full day is entitled to an eating period of at least thirty (30) minutes without pay at intervals that will result in the employee working no more than five (5) consecutive hours without an eating period.

### **Shift Premiums**

18:10

- (a) All employees with the exception of those employed in Food Service operations shall be paid a shift premium of sixty-five (65) cents 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) Employees employed in Food Service operations shall be paid a shift premium of sixty-five (65) cents per hour for all hours worked on the evening shift where the majority of hours worked fall between 7:00 p.m. and 11:59 p.m.

18:11 All employees shall be paid a shift premium of seventy-five (75) cents 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.

### **No Pyramiding**

18:12 Premium payments shall not be duplicated under any of the terms of this Agreement. If premium payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision, which provides the highest rate of pay.

### **Meal Allowance**

18:13 Employees required to work an extra continuous shift as overtime will be supplied with two (2) free meals, the value to be not more than fifteen (15) dollars per meal, or the equivalent amount in cash, in addition to overtime rates paid. If an employee is required to work overtime three (3) hours or more immediately following the employee's regular shift, the employee will be supplied with one (1) free meal, the value to be not more than fifteen (15) dollars per meal or the equivalent amount in cash, in addition to overtime rates paid.

Employees assigned to transport radioactive material off campus during their regular lunch period and who are prevented by regulations from transporting their lunch in that vehicle shall receive a meal allowance of fifteen (15) dollars per day for each day actually worked on the aforementioned assignment.

In the event that prior notice is given to an employee (at least 16 hours prior to commencement of an overtime assignment) meal allowance will not be paid.

18:14 It is the intention of the University to provide to the Food Service employees employed by the University, meals at cost. The price of the meals shall be based solely on the food costs.

## **ARTICLE 19: PAID HOLIDAYS**

19:01 All employees covered by this Agreement shall be granted the following paid holidays with pay at the employee's regular rate of pay for their normal number of working hours. Normal number of working hours are determined by calculating the employee's total annual hours worked on regular scheduled shifts and dividing by two hundred and sixty (260) days.

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

All employees required to work on any of the above paid holidays will receive pay for time worked on such holidays at one and-one-half (1½) times their regular rate in addition to the regular paid holiday pay.

In the case of statutory holidays only, i.e. holidays in accordance with the *Employment Standards Act, 2000*, all employees required to work on either the statutory holiday or an alternate day of observance designated by the Employer in accordance with Article 19:03, will receive pay for time worked on either the statutory holiday or the alternate day of observance designated by the Employer at one and one-half (1½) times their regular rate in addition to the regular paid statutory holiday pay. For clarity, no employee shall receive pay for time worked on both the statutory holiday and the alternative day of observance at one and one-half (1½) times their regular rate.

19:02 Entitlement to paid holiday pay is subject to the following conditions:

- a) the employee reports for work on such holiday as requested; and
- b) the paid holiday involved occurs or is observed by the Employer during a period when the employee concerned is not absent from work by reason of

sickness (as to which the provisions of Article 21 shall apply), authorized leave of absence, or by reason of being laid off.

19:03 The Employer shall designate the day of observance of paid holidays in the aforementioned Article 19:01. Notice shall be sent to the Union by the Employer within a reasonable time period prior to the date of observance of the paid holiday or paid holidays.

**ARTICLE 20: VACATION WITH PAY**

20:01 Vacations will, as far as practicable taking into consideration operational requirements, be granted at the times most desired by the employees. An employee, to qualify for consideration of their request for vacation, in accordance with their seniority standing, must notify the Employer of their preferred vacation time before March 15 of any given year. The Employer shall post vacation schedules by April 15 of each year, and thereafter such schedules shall not be changed unless mutually agreed to by the employee and the Employer. Employees wishing to split vacation periods can only exercise their seniority for one period. Requests for vacation periods shall not be unreasonably withheld. The Employer reserves the authority to designate vacation periods in a manner consistent with efficient operations of the University.

20:02 Unless in exceptional circumstances and when mutually satisfactory arrangements can be made, employees with more than three (3) weeks' vacation may have such vacation continuous only if taken in the period of September-April, otherwise they may take three (3) weeks in the prime period and the remainder before May and after August.

Employees who have earned vacation credits after July 1 shall be entitled to vacation pay as follows:

<i>Vacation Entitlement Length of Continuous Service as of July 1st</i>	<i>Vacation Adjustment (Length of Vacation with Pay at Regular Hourly Rate)</i>	<i>Based on a Percentage of Overtime and Shift Premium Earnings</i>
1 month	1 day	4.0%
2 months	3 days	4.0%
3 months	4 days	4.0%
4 months	5 days	4.0%
5 months	6 days	4.0%
6 months	8 days	4.0%
7 months	9 days	4.0%
8 months	10 days	4.0%
9 months	11 days	4.2%
10 months	13 days	5.0%
11 months	14 days	5.4%
1 year	15 days	6.0%
6 years	16 days	6.4%
7 years	17 days	6.8%
8 years	18 days	7.2%
9 years	19 days	7.6%
10 years	20 days	8.0%
11 years	21 days	8.4%

12 years	22 days	8.8%
13 years	23 days	9.2%
14 years	24 days	9.6%
15 years	25 days	10.0%

The percentage of overtime and shift premiums as applied to vacation will be calculated on a fortnightly basis and paid along with regular earnings.

Vacation pay will be pro-rated in the event the employee has received payment under Long Term Disability or, in the event, Workplace Safety and Insurance claims exceed fifteen (15) consecutive weeks. Vacation payment will also be pro-rated in the event an employee has been granted an unpaid leave of absence in accordance with Article 17:01.

20:03 An employee with the prior approval of their supervisor shall be permitted to carry forward into the next vacation year up to five (5) unused vacation days. Approval to carry forward vacation must be obtained by the employee not later than one (1) month prior to the beginning of the next vacation year.

20:04 The amount of unused vacation credits which will be paid out to an employee upon resignation/retirement/termination of employment shall be capped at fifteen (15) days.

### **Vacation on a Paid Holiday**

20:05 If a holiday falls during an employee's vacation, an extra day with pay will be allowed off in lieu of the holiday.

## **ARTICLE 21: SICK LEAVE**

### **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.

### **Physician'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.

## **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.

### **Accommodation / Return to Work**

21:16 The University recognizes its duty to accommodate the disabilities of bargaining unit members under the *Ontario Human Rights Code*.

- (a) The University agrees to recognize and, to the extent outlined in this Article, to deal with three (3) Union Representatives. The University will pay for three Union Representatives to receive up to three (3) (or more as agreed to between the parties) days of appropriate training in accommodation issues through a training program that will be agreed to in advance by the Union and the University.
- (b) Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, one Union accommodation representative will represent the employee. The University may also request that the Union appoint a representative to participate in discussions regarding a particular case before a dispute arises. The University shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to representation.
- (c) With the written consent of the employee, the Union accommodation representative shall have access to any relevant medical information related to the accommodation and/or return to work of the employee. The University shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability to their right of representation. In the event there is a return to work plan written it will be forwarded to the Union unless the employee indicates otherwise in writing. The Union will be given information regarding the position and location in a return to work plan should it be different than the employee's previous position and location.

- (d) The Union accommodation representative will suffer no loss of straight-time pay when meeting with the University on accommodation and/or return to work issues, or for time necessarily spent in the handling of grievances where the Union accommodation representative is acting in place of a Union Steward.
- (e) Disputes regarding accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Three.
- (f) Where an employee is assigned to a vacant position in order to accommodate under the *Ontario Human Rights Code* the position shall not be considered a vacancy and posting provisions in Article 26 shall not apply.
- (g) The employee will be reimbursed for all medical reports related to accommodation that the Employer may request subsequent to the initially completed University of Toronto Return to Work Form. Reimbursement will be up to the amount as outlined in the Ontario Medical Association's Guidelines.

#### **ARTICLE 22: BEREAVEMENT LEAVE**

22:01 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 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, same-sex 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.

#### **ARTICLE 23: PAID PERSONAL LEAVE OF ABSENCE**

23:01 Commencing July 1st of each year, each member of the bargaining unit, subject to operational requirements, shall be allowed up to four (4) days' or up to eight (8) half-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) 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.

23:02 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.

#### **ARTICLE 24: NON-BIRTH PARENT LEAVE**

24:01 Upon the birth or adoption of a child, a non-birth parent shall be granted up to five (5) days' paid leave of absence.

Application for such leave shall be submitted in writing to the employee's supervisor, at least five (5) days in advance. Such leave must be taken within the first month of the birth or the adoption.

#### **ARTICLE 25: JURY DUTY OR CROWN WITNESS SERVICE**

25:01 The Employer shall continue the payment of full wages to any employee who is required for jury duty or crown witness service for the period of such service.

The foregoing is on condition of the employee paying the Employer the full amount of any compensation received for such jury duty or crown witness service exclusive of compensation expressly provided for meals and/or travel.

## **ARTICLE 26: JOB POSTING - PROMOTIONAL OPPORTUNITY**

26:01 Where the Employer decides to fill a vacancy in the bargaining unit on an ongoing continued basis, the Employer first will post notice of the said position for a period of seven (7) working days. Jobs shall be posted on seven (7) locked bulletin boards\* which shall be located as set out below as well as posted in all local Human Resources offices, and on the University's website. A copy shall be sent to the Local Union President, in order that all members will know about the position and be able to make written application therefore on a form provided by the Employer. Such notice shall contain the following information: nature of the position, job description, required knowledge and education, ability and skills, hours of work and wage rates. Employee applicants must apply in accordance with the requirements set out in the posting and will receive acknowledgment of the receipt of their application. The Employer shall select the most qualified applicant for the position taking into account factors such as qualifications, skills, abilities and previous relevant experience. Where the factors are equal as between two or more candidates, primary consideration will be the seniority of the applicant(s). In the event that the Union files a grievance in respect of the Employer's selection of the most qualified applicant, then the onus shall be on the Employer to demonstrate the successful candidate was the most qualified for the position. Nothing in this clause shall prevent the Employer from filling the advertised job from within the bargaining unit or from any other source after the job has been properly posted and all applicants have been given consideration.

Employees employed on the campus where the job posting originates shall have first preference in accordance with Article 26:01. In the event there is no suitable candidate from amongst those applicants, then applicants from the remaining campuses shall be considered in accordance with Article 26:01.

The Employer agrees to give due consideration to applications from members of the CUPE 361 Casual bargaining unit.

\*Medical Sciences Building, Sidney Smith Hall, Warren Stevens Building, Hart House, Robarts Library, University of Toronto Scarborough, and the University of Toronto Mississauga.

### **Job Classification**

26:02 In the event of the Employer establishing any new job classifications or positions within the bargaining unit, the Employer will discuss the terms of the job classification or position with the Union prior to the establishment of the aforementioned job classification or position. Nothing in this Article shall be interpreted to prevent the Employer from establishing any new job classification or position and staffing same in accordance with the terms of this Agreement. If the Employer and the Union are unable to agree upon the classification of the job, the matter may be referred to the Grievance and Arbitration Procedure of this Agreement.

26:03 The Employer will interview only those employees who meet the minimum job requirements as listed on the job posting and who have made written application for promotion arising out of Article 26:01.

26:04 When a position has been filled arising out of Article 26:01, all applicants will be advised of the disposition of the job posting. The name of the successful applicant shall be posted on all Union bulletin boards. An unsuccessful applicant may ask for and will be given advice on how to prepare for future job postings and/or improve their qualifications.

26:05 The Employer agrees that where changes to a job posting are required, which will change the classification of the position, the University will review the changes with the Union as outlined in Article 26:02.

26:06 The Employer agrees that where changes to a job description are required, which will change the classification of the position, the University will review the changes with the Union as outlined in Article 26:02.

## **ARTICLE 27: LATERAL TRANSFERS**

27:01

### **(a) Lateral Transfers**

Notwithstanding article 26:01, if among the pool of candidates for the posted position there is an individual who is:

- i. In the same job classification;
- ii. Working on the same campus;
- iii. Working on another shift and/or working fewer hours; and
- iv. Has the skills and qualifications to perform the work satisfactorily

The position shall be awarded to this candidate.

In the event that two (2) or more candidates meet the above criteria, the candidate with the greater seniority shall be awarded the position.

For clarity, lateral transfer will be interpreted to mean transfer to a job at the same or lower classification.

## **ARTICLE 28: STAFFING RELATED ISSUES**

### **Trial Period**

28:01 The successful applicant shall be placed on trial for a period of thirty (30) working days from assumption of new duties. Conditional on satisfactory service such trial promotion shall be confirmed after the period of thirty (30) working days. In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position without loss of seniority and at the former wage rate. Any other employee

promoted because of the rearrangement of positions shall also be returned to their former position without loss of seniority and at their former wage rate. Upon request of the Union, the Employer shall meet with the Union to review the reasons the Employer deems the successful candidate unsatisfactory.

### **Employee Returned to Previous Job**

28:02 Any such employee shall be given the opportunity to revert to their former position and conditions if they so request within thirty (30) working days from the assumption of new duties and the provisions of the immediate preceding paragraph shall apply to such reversion.

### **Limitation on Applications**

28:03 An employee who has been newly-hired, promoted, transferred, or has displaced another employee must serve at least three (3) months in that position before they are eligible for consideration for any other promotion or transfer.

### **Shift Reassignment**

28:04 The Employer will give written notification to an employee and the Union at least twenty (20) working days in advance of a permanent reassignment which would involve a change of shift, or a change in hours of work or a change in the scheduled days from those presently worked by the said employee. In the event that the permanent reassignment is due to unforeseen circumstances, including but not limited to return from leave (e.g. sick leave, long-term disability, WSIB, etc.) or unplanned operational reasons, then the notice period shall be ten (10) working days.

28:05 Where the Employer proposes to permanently reassign an employee or group of employees from one shift to another, or change the scheduled days presently worked, an affected employee may displace another employee with the least seniority in the same or lower classification who is working on the same shift, but who is not being reassigned. Such displacement is dependent on a determination by the supervisor that the employee is qualified and capable of performing satisfactorily the duties of that position. The scope of the application of the above-mentioned provision shall be limited to the employing Department. An employee who displaces another employee in a lower classification shall receive the wage rate of the lower classification effective the date of the displacement.

Where feasible, in the case of a permanent reassignment, the Employer will first ask for volunteers from within the specific work unit, and/or jurisdiction as determined by the Employer. The Employer shall select and assign such volunteers with regard for operational needs, and the qualifications and the ability of the employee to perform the normal requirements of the job satisfactorily. Where the qualifications are relatively equal between the volunteers, seniority shall be the governing factor.

28:06 Prior to the implementation of a new shift or schedule, the Employer will notify the Union and will meet with the Union to discuss the implementation of the new shift if requested by the Union.



## **ARTICLE 29: TEMPORARILY RELIEVING HIGHER CLASSIFICATIONS IN THE BARGAINING UNIT**

29:01 When an employee has been assigned to work in a job of a higher classification in the bargaining unit, the employee shall be paid at the appropriate rate for all hours worked on that assignment after having worked at least one (1) hour, including the first hour.

29:02 An employee may be temporarily assigned to work in a job at a higher classification for periods of up to six (6) months. The University will post the position should the temporary assignment continue beyond six (6) months. In exceptional circumstances, the University may request the Union's agreement to extend the temporary assignment beyond the six (6) month period. Assignments beyond thirty (30) consecutive days shall be confirmed with written notification to the employee and the Union.

## **ARTICLE 30: ACTING POSITION EXCLUDED FROM THE BARGAINING UNIT**

30:01 Employees who continue to be employed by the Employer in an acting position external to the bargaining unit shall continue to acquire seniority for the duration of the acting appointment up to a maximum of one hundred and eighty (180) calendar days in accordance with Article 16:04 (e). The Employer will endeavour to distribute such positions within the department to the extent that it is feasible to do so. An employee in an acting position shall be paid at least at the minimum rate for such acting position but shall not suffer a reduction in wage rate.

## **ARTICLE 31: TECHNOLOGICAL CHANGE**

31:01 In the event the Employer plans to introduce technological change in the workplace that will result in the layoff of bargaining unit members, the Employer shall meet with the Union to discuss the proposed change(s) with the Union at least thirty (30) calendar days in advance of a management decision being taken to actually introduce any technological change. The Employer will discuss the proposed change(s) with the Union with the view of retraining, relocating and assisting any employee who may be displaced as a result of the said technological change.

### **Training Benefits**

31:02 The Employer will retrain, relocate and assist any employee who may be displaced as a result of technological change. Such employees shall be given a reasonable period of time during which they may perfect or acquire the skills necessitated by the method of operations. There shall be no reduction in wages during the training period of such employees.

## **ARTICLE 32: THREE DAYS OFF WITH PAY**

32:01 For each twelve (12) month period during the life of the Collective Agreement, i.e. from July 1<sup>st</sup> to June 30<sup>th</sup>, the University will designate three (3) days on which employees do not have to work and in respect of which employees will suffer no loss of regular straight-time pay.

Employees required to work by the University on one or more of these days will be paid at straight time for the day and will be given another day off with no loss of regular straight-time pay at a time mutually agreed by the employee and their supervisor.

The University, in its sole discretion, shall designate the three (3) days in a given twelve (12) month period. Notice will be sent to the Union by the University within a reasonable time period prior to the designated dates of these days.

These days are not "Holidays" for any purpose under the Collective Agreement, including Article 19: PAID HOLIDAYS.

### **ARTICLE 33: JOB SECURITY**

33:01 It is the declared intention of the Employer to provide for the job security of the employees covered by the terms of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Toronto in the most efficient and economic manner possible in order that it may satisfactorily discharge its responsibilities. It is agreed that no employee shall be laid off by reason of the Employer contracting out work being performed by such employee. However, in such event, the Employer agrees that the employee will be placed in another job with a similar rate and be retrained.

The University agrees to notify the Union at least two (2) weeks in advance of work being contracted out (for clarity, the date that work is contracted out will be interpreted in this paragraph as the date on which the contractor begins providing services under a new contract) where that work falls within the scope of the Collective Agreement and where the contracting out of the work will have an impact on the existing terms and/or conditions of employment of one or more bargaining unit member(s). Notice will not be required in cases of emergency where such notice would not be possible. After notice has been given as described in this paragraph, either party may request that a management and union committee meeting be convened as per Article 36:01 to discuss the contracting out that was the subject of the notice.

### **Work Done by Supervisors or Non-Bargaining Unit Employees**

33:02 Employees who are not in the bargaining unit will not regularly perform the duties normally carried out by those employees who are covered by this Agreement, except for the purposes of instructions, experimenting, investigation, or in emergencies when regular employees are not available.

### **ARTICLE 34: BULLETIN BOARDS**

34:01 The Employer agrees to provide space on bulletin boards marked Canadian Union of Public Employees, Local 3261, for official Union notices on the

understanding that such notices will be in keeping with the general spirit and intent of this Collective Agreement.

#### **ARTICLE 35: CORRESPONDENCE**

35:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director, Labour Relations or designate, University of Toronto, 215 Huron Street, 8<sup>th</sup> Floor, Toronto, Ontario, M5S 1A2 and the Local Union President, Canadian Union of Public Employees and its Local 3261, 703 Spadina Ave., 2<sup>nd</sup> Floor, Toronto, Ontario, M5S 2J4.

35:02 Any such communication given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

#### **ARTICLE 36: MANAGEMENT AND UNION COMMITTEE**

36:01 The Employer and the Union agree that their senior representatives will meet on a quarterly basis to discuss matters of mutual interest, together with a secretary appointed by the Employer. The Chairperson of the Union/Management Committee shall be the Executive Director, Labour Relations or designate.

#### **ARTICLE 37: PERSONNEL FILES**

37:01 An employee shall have the right to examine and may request to make copies at no charge of all documents pertaining to that individual in any file kept by the employing Department as a basis for personnel decisions affecting that employee, and to have such files corrected or supplemented in cases of inaccuracy or inadequacy. Such comments shall become part of the file.

Examination of the personnel files may be made after the employee gives notice of their desire to do so, and under the conditions which the employing Department deems appropriate to ensure security of the file.

The employee and the Union may inquire as to the presence of any document in their personnel file and request that said document be removed. If the University and the Union agree that the document is not relevant, the University shall confirm in writing that the document has been removed.

#### **ARTICLE 38: WAGES**

38:01 The Employer agrees to pay the schedule of wage rates attached hereto as Schedule I, which rates shall be payable from July 1, 2020 for the term of this Agreement.

#### **Electronic Transfer of Wages**

38:02 All employees will receive their pay every two (2) weeks by electronic transfer of funds into their bank account, trust company account, or account with the Metro Credit Union. All new employees will be required to complete a Payroll Bank Deposit Authorization Card and provide a sample voided cheque on commencement of employment. In the event that the employees changes banks, trust companies, or the Metro Credit Union and/or bank accounts, trust company

accounts, or accounts with the Metro Credit Union, it is the employee's responsibility to notify the Employer by completing another Payroll Bank Deposit Authorization Card.

## **ARTICLE 39: BENEFITS**

### **Pension Plans**

39:01 The Employer agrees to provide Pension Plans, details of which are set out in Schedules II/II-B and III as applicable.

### **Group Life and Survivor Income Plan**

39:02 The Employer agrees to provide a Group Life and Survivor Income Plan, the details of which are set out in Schedules IV/IV-B as applicable.

### **Long Term Disability Plan**

39:03 The Employer agrees to provide a Long Term Disability Plan, the details of which are set out in Schedules V/V-B as applicable.

### **Dental Plan**

39:04 The Employer agrees to provide a Dental Plan as set out in Schedules VI/VI-B as applicable.

### **Extended Health Care Plan**

39:05 The Employer agrees to provide an Extended Health Care Plan, the details of which are set out in Schedules VII/VII-B as applicable.

### **Vision Care Plan**

39:06 The Employer agrees to provide a Vision Care Plan, the details of which are set out in Schedules VIII/VIII-B as applicable.

## **ARTICLE 40: CLOTHING**

40:01 The Employer agrees to provide clothing as set out in Schedule IX: Clothing or Schedule IX-B: Clothes -- Regular Part-Time Employees as applicable.

Where the Employer issues clothing including protective clothing, the wearing of the same shall be a condition of employment.

## **ARTICLE 41: SAFETY SHOE OR BOOT ALLOWANCE**

41:01 The Employer agrees to provide a safety shoe or boot allowance as set out in Schedule X. The wearing of the same shall be a condition of employment.

## **ARTICLE 42: JOINT MEMBERSHIP PLAN**

42:01 The Employer agrees that employees covered by this Agreement are eligible for this plan as set out in Schedule XI.

## **ARTICLE 43: CHANGE IN BENEFIT PLANS/CARRIER**

43:01 The Union agrees that the University can change the benefit plans and/or carriers for the benefits in Schedules "IV to IX" on prior notice to and discussion with the Union and provided the level of benefits coverage is not diminished.

## **ARTICLE 44: OFFICE SPACE**

44:01 Office space will be provided rent free to the Canadian Union of Public Employees, Local 3261, in accordance with the following conditions:

### **1. Purpose**

The University recognizes the need of the local Union to have a central location for files and normal office equipment for the purpose of conducting business with the administration of the University.

### **2. General**

- (a) This privilege may be withdrawn if the local Union uses or allows the office space to be used for any purposes other than those set out in Section 1.
- (b) Signs may not be placed on the exterior or the interior walls of the building, except for the name of the organization on the door and on the building's directory.
- (c) The University will provide space and cleaning service at no cost to the Union.
- (d) The offices must be accessible in the normal manner for Physical Plant maintenance and cleaning services.

## **ARTICLE 45: PRINTING OF THE AGREEMENT**

45:01 The Collective Agreement will be posted on the University's Human Resources and Equity website and the link to said website will be provided to all employees in the bargaining unit.

45:02 The parties agree to finalize the renewal Collective Agreement within thirty (30) days of the date of its ratification.

## **ARTICLE 46: DURATION AND MODIFICATION OF AGREEMENT**

46:01 This Agreement shall continue in effect until June 30, 2021 and shall continue automatically thereafter for annual periods of one (1) year each, unless either

party notifies the other in writing within the period of three (3) months preceding the expiration date of this Agreement, that it desires to amend or terminate it.

46:02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the *Ontario Labour Relations Act* have been completed, whichever date should first occur.

**IN WITNESS WHEREOF** each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on September 14, 2020.

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:**



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*Vice-President People Strategy, Equity & Culture*



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*Secretary of Governing Council*

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261 BY:**



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*National Representative*



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*President*

**SCHEDULE I: WAGES AND HOURS OF WORK – JULY 1, 2020**

<b>CUPE 3261: Full-Time</b>						
	<b>UofT</b>	<b>External</b>				
Personnel Area:	<b>0001</b>	<b>0004</b>				
Personnel Subarea:	<b>900</b>	<b>7400</b>				
Pay Scale Type:	<b>11</b>	<b>75</b>				
Pay Scale Area:	<b>1</b>	<b>1</b>				
<b>Level:</b>					<b>P</b>	
<b>Classification</b>	<b>Job Code(s)</b>	<b>Pay Scale Group/Level</b>	<b>F/T probationary lvl</b>	<b>HRs of Work</b>	<b>Prob. Rate July 1, 2020</b>	<b>Wage Rate July 1, 2020</b>
Sport Facility Operator	447	49U	P	40	21.79	24.22
Athletic Facility Assistant	150	02U	P	40	20.51	22.78
Building Patrol I	135	04U/01	1P	40	19.85	22.04
Building Patrol II	137	04U/02	2P	40	19.74	21.92
Bus Driver	85	48U	P	40	20.12	22.35
Cafeteria Worker	126-sess, 131	05U	P	40	19.74	21.92
Campus Service Technician I	162	06U/01	1P	40	21.21	23.57
Campus Service Technician II	163	06U/02	2P	40	23.24	25.84
Caretaker	139	07U	P	40	21.08	23.41
Carpet Shampoo Worker	145	08U	P	40	20.67	22.97
Cashier	127-sess, 1890	09U	P	40	19.11	21.26
Cement & Brick Restorer	187	10U	P	40	23.08	25.63
Chef	95	46U	P	40	26.71	29.69
Cook	129-sess, 151	12U	P	40	19.99	22.17
Cook Apprentice (1st term)	1986	12U/01		40		18.84
Cook Apprentice (2nd term)	"	12U/02		40		19.96
Cook Apprentice (3rd term)	"	12U/03		40		21.07
Disability Services Driver	465	13U	P	40	20.12	22.35
Driver/Dispatcher	884	55U	P	40	20.79	23.08
Elevator Mechanic	454	42U	P	37.5	38.65	42.91
Elevator Mechanic Apprentice (1st term)	451	14U/01	1P	37.5		21.46
Elevator Mechanic Apprentice (2nd term)	"	14U/02	2P	37.5		25.74
Elevator Mechanic Apprentice (3rd term)	"	14U/03	3P	37.5		30.04
Elevator Mechanic Apprentice (4th term)	"	14U/04	4P	37.5		36.51
Food Services Driver	1892	55U	P	40	20.79	23.08
Grounds Mechanic	82	47U	P	40	23.08	25.63
Head Cook	130-sess, 1889	16U	P	40	21.08	23.41
Housemaid	180	17U	P	40	19.74	21.92
Laboratory Animal Technician II	248	18U/02	2P	37.5	21.12	23.43
Laboratory Animal Technician III	249	18U/03	3P	37.5	21.96	24.35
Landscape Technician	165	19U	P	40	23.08	25.63
Landscape Technician I	468	19U/01	P	40	20.11	22.32
Landscape Technician II	469	19U/02	P	40	21.79	24.22
Lead Hand Athletic Service Attendant	121	20U	P	40	20.74	23.02
Lead Hand Building Patrol	1912	56U	P	40	21.22	23.58



Classification	Job Code(s)	Pay Scale Group/Level	F/T probationary lvl	HRs of Work	Prob. Rate July 1, 2020	Wage Rate July 1, 2020
Lead Hand Caretaking	215	21U	P	40	21.08	23.41
Lead Hand Cafeteria Worker	128-sess, 132	22U	P	40	21.08	23.41
Lead Hand Driver/Dispatcher	1888	06U/02	2P	40	23.24	25.84
Lead Hand Elevator Mechanic	450	45U	P	37.5	42.46	47.15
Lead Hand Maintenance Technician	864	52U	P	40	22.73	25.26
Lead Hand Maintenance Worker	217	24U	P	40	21.08	23.41
Lead Hand Recycling Worker	175	25U	P	40	21.72	24.16
Lead Hand Utility Driver	460	31U	P	40	21.19	23.57
Light Equipment Operator	74	26U	P	40	20.11	22.32
Maintenance Technician	140	33U/02	2P	40	21.64	24.07
Maintenance Worker I	185	28U/01	1P	40	20.63	22.90
Maintenance Worker II	186	28U/02	2P	40	19.99	22.17
Parking Control Officer	226	29U	P	40	21.79	24.22
Parking Lot Attendant	225	30U	P	40	19.74	21.92
Pipe Insulation Technician	457	44U	P	40	25.55	28.41
Radiation Service Technician I	449	40U/01	1P	40	19.54	21.70
Radiation Service Technician II	218	40U/02	2P	40	23.76	26.39
Recycling Worker	174	32U	P	40	20.25	22.51
Resident Custodian	107	34U/02	2P	40	17.67	19.58
Service Worker (Anatomy)	146	35U/02	2P	40	20.67	22.97
Service Worker Caretaking	453	41U	P	40	19.91	22.10
Service Worker Grounds	169	37U/01	1P	40	19.74	21.92
Service Worker II	170	37U/02	2P	40	19.91	21.26
Service Worker III	171	37U/03	3P	40	19.91	21.26
Sous Chef	455	43U	P	40	23.08	25.63
Stores Technician I	98	38U/01	1P	40	19.08	21.24
Stores Technician II	219	38U/02	2P	40	20.12	22.35
Stores Technician III	220	38U/03	3P	40	21.77	24.20
Stores Technician IV	221	38U/04	4P	40	23.24	25.84
Utility Driver/Grounds Maintenance	172	39U	P	40	20.67	22.97
Veterinary Technologist I *	250	01U/01	1P	37.5	24.07	26.74
Veterinary Technologist II *	251	01U/02	2P	37.5	26.01	28.91
Veterinary Technologist III *	252	01U/03	3P	37.5	27.31	30.36
Veterinary Technologist IV *	869	01U/04	4P	37.5	27.69	30.75
(* was Animal Laboratory Technologist)						
Working Foreperson - Caretaking	865	53U	P	40	22.13	24.60
Working Foreperson - Grounds	448	50U	P	40	25.55	28.41
Working Foreperson - Elevator Mechanic	870	54U	P	37.5	46.08	51.22

<b>CUPE 3261 - Part-Time</b>					
		<b>UofT</b>	<b>External</b>		
Personnel Area:		<b>0001</b>	<b>0004</b>		
Personnel Subarea:		<b>1000</b>	<b>7450</b>		
Pay Scale Type:		<b>13</b>	<b>76</b>		
Pay Scale Area:		<b>01</b>	<b>01</b>		
		<b>July 1, 2020</b>			
<b>Classification</b>	<b>Job Code</b>	<b>Pay Scale Group</b>	<b>Start</b>	<b>12 months</b>	
<b>PS Level:</b>			S		
<b>Athletic Facility Assistant</b>	<b>1789</b>	<b>82U</b>	20.51	22.78	
<b>Banquet Captain (Tips)</b>	<b>1791</b>	<b>81U</b>	-	17.98	
<b>Building Patrol II</b>	<b>136</b>	<b>05U</b>	19.74	21.92	
<b>Cafeteria Worker</b>	<b>1893-sess, 133</b>	<b>03U</b>	19.74	21.92	
<b>Cashier</b>	<b>1894-sess</b>	<b>09U</b>	19.11	21.26	
<b>Cook</b>	<b>472</b>	<b>02U</b>	19.99	22.17	
<b>Hospitality Worker (Non-Tips)</b>	<b>1875</b>	<b>84U</b>	-	16.56	
<b>Kitchen Steward</b>	<b>1790</b>	<b>80U</b>	-	19.77	
<b>Laboratory Animal Technician II</b>	<b>254</b>	<b>04U</b>	21.12	23.43	
<b>Lead Hand Cafeteria Worker</b>	<b>1895-sess</b>	<b>22U</b>	21.08	23.41	
<b>Maintenance Technician</b>	<b>490</b>	<b>06U</b>	21.64	24.07	
<b>Maintenance Worker II</b>	<b>1910</b>	<b>02U</b>	19.99	22.17	
<b>Parking Lot Attendant</b>	<b>1788</b>	<b>30U</b>	19.74	21.92	
<b>Part-Time Sessional Driver</b>	<b>1914-sess</b>	<b>55U</b>	20.79	23.08	
<b>Service Worker - Campus Moving</b>	<b>1906</b>	<b>85U</b>	20.11	22.32	
<b>Service Worker - Caretaking</b>	<b>879</b>	<b>07U</b>	19.91	22.10	
<b>Service Worker- Grounds</b>	<b>878</b>	<b>01U</b>	19.74	21.92	
<b>Sport Facility Operator</b>	<b>1866</b>	<b>83U</b>	21.79	24.22	
<b>Veterinary Technologist I</b>	<b>1916</b>	<b>01U/01</b>	24.07	26.74	
<b>Veterinary Technologist II</b>	<b>1917</b>	<b>01U/02</b>	26.01	28.91	

<b>CUPE 3261: Temp</b>						
	<b>UofT</b>	<b>External</b>				
Personnel Area:	<b>2</b>	<b>5</b>				
Personnel Subarea:	<b>4950</b>	<b>7700</b>				
Pay Scale Type:	<b>61</b>	<b>82</b>				
Pay Scale Area:	<b>1</b>	<b>1</b>				
<b>Level:</b>					<b>P</b>	
<b>Classification</b>	<b>Job Code(s)</b>	<b>Pay Scale Group/Level</b>	<b>F/T proba tionary lvl</b>	<b>HRs of Work</b>	<b>Prob. Rate July 1, 2020</b>	<b>Wage Rate July 1, 2020</b>
Sport Facility Operator	447	49U	P	40	21.50	23.90
Athletic Facility Assistant	150	02U	P	40	20.24	22.48
Building Patrol I	135	04U/01	1P	40	19.58	21.75
Building Patrol II	137	04U/02	2P	40	19.48	21.63
Bus Driver	85	48U	P	40	19.85	22.05
Cafeteria Worker	126-sess, 131	05U	P	40	19.48	21.63
Campus Service Technician I	162	06U/01	1P	40	20.93	23.26
Campus Service Technician II	163	06U/02	2P	40	22.93	25.50
Caretaker	139	07U	P	40	20.80	23.10
Carpet Shampoo Worker	145	08U	P	40	20.40	22.66
Cashier	127-sess, 1890	09U	P	40	18.86	20.98
Cement & Brick Restorer	187	10U	P	40	22.78	25.29
Chef	95	46U	P	40	26.36	29.29
Cook	129-sess, 151	12U	P	40	19.73	21.88
Cook Apprentice (1st term)	1986	12U/01		40		18.59
Cook Apprentice (2nd term)	"	12U/02		40		19.70
Cook Apprentice (3rd term)	"	12U/03		40		20.79
Disability Services Driver	465	13U	P	40	19.85	22.05
Driver/Dispatcher	884	55U	P	40	20.51	22.78
Elevator Mechanic	454	42U	P	37.5	38.14	42.34
Elevator Mechanic Apprentice (1st term)	451	14U/01	1P	37.5		21.18
Elevator Mechanic Apprentice (2nd term)	"	14U/02	2P	37.5		25.40
Elevator Mechanic Apprentice (3rd term)	"	14U/03	3P	37.5		29.64
Elevator Mechanic Apprentice (4th term)	"	14U/04	4P	37.5		36.03
Food Services Driver	1892	55U	P	40	20.51	22.78
Grounds Mechanic	82	47U	P	40	22.78	25.29
Head Cook	130-sess, 1889	16U	P	40	20.80	23.10
Housemaid	180	17U	P	40	19.48	21.63
Laboratory Animal Technician II	248	18U/02	2P	37.5	20.84	23.12
Laboratory Animal Technician III	249	18U/03	3P	37.5	21.66	24.03
Landscape Technician	165	19U	P	40	22.78	25.29
Landscape Technician I	468	19U/01	P	40	19.84	22.02
Landscape Technician II	469	19U/02	P	40	21.50	23.90
Lead Hand Athletic Service Attendant	121	20U	P	40	20.46	22.72
Lead Hand Building Patrol	1912	56U	P	40	20.94	23.27

Classification	Job Code(s)	Pay Scale Group/Level	F/T proba tionary VI	HRs of Work	Prob. Rate July 1, 2020	Wage Rate July 1, 2020
Lead Hand Caretaking	215	21U	P	40	20.80	23.10
Lead Hand Cafeteria Worker	128-sess, 132	22U	P	40	20.80	23.10
Lead Hand Driver/Dispatcher	1888	06U/02	2P	40	22.93	25.50
Lead Hand Elevator Mechanic	450	45U	P	37.5	41.90	46.52
Lead Hand Maintenance Technician	864	52U	P	40	22.43	24.93
Lead Hand Maintenance Worker	217	24U	P	40	20.80	23.10
Lead Hand Recycling Worker	175	25U	P	40	21.43	23.84
Lead Hand Utility Driver	460	31U	P	40	20.91	23.26
Light Equipment Operator	74	26U	P	40	19.84	22.02
Maintenance Technician	140	33U/02	2P	40	21.35	23.76
Maintenance Worker I	185	28U/01	1P	40	20.36	22.59
Maintenance Worker II	186	28U/02	2P	40	19.73	21.88
Parking Control Officer	226	29U	P	40	21.50	23.90
Parking Lot Attendant	225	30U	P	40	19.48	21.63
Pipe Insulation Technician	457	44U	P	40	25.21	28.03
Radiation Service Technician I	449	40U/01	1P	40	19.28	21.41
Radiation Service Technician II	218	40U/02	2P	40	23.45	26.04
Recycling Worker	174	32U	P	40	19.98	22.22
Resident Custodian	107	34U/02	2P	40	17.43	19.32
Service Worker (Anatomy)	146	35U/02	2P	40	20.40	22.66
Service Worker Caretaking	453	41U	P	40	19.65	21.81
Service Worker Grounds	169	37U/01	1P	40	19.48	21.63
Service Worker II	170	37U/02	2P	40	19.65	20.98
Service Worker III	171	37U/03	3P	40	19.65	20.98
Sous Chef	455	43U	P	40	22.78	25.29
Stores Technician I	98	38U/01	1P	40	18.83	20.96
Stores Technician II	219	38U/02	2P	40	19.85	22.05
Stores Technician III	220	38U/03	3P	40	21.48	23.88
Stores Technician IV	221	38U/04	4P	40	22.93	25.50
Utility Driver/Grounds Maintenance	172	39U	P	40	20.40	22.66
Veterinary Technologist I *	250	01U/01	1P	37.5	23.76	26.39
Veterinary Technologist II *	251	01U/02	2P	37.5	25.66	28.53
Veterinary Technologist III *	252	01U/03	3P	37.5	26.95	29.96
Veterinary Technologist IV *	869	01U/04	4P	37.5	27.33	30.35
(* was Animal Laboratory Technologist)						
Working Foreperson - Caretaking	865	53U	P	40	21.84	24.28
Working Foreperson - Grounds	448	50U	P	40	25.21	28.03
Working Foreperson - Elevator Mechanic	870	54U	P	37.5	45.47	50.54

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**SCHEDULE II: PENSION PLAN**

Effective July 1, 1977, all eligible employees shall be enrolled in the Pension Plan for Members of the Academic and Administrative Staff of the University of Toronto under the terms and conditions of that plan.

The Employer shall have the right to amend or change the said Pension Plan during the term of this Agreement.

**SCHEDULE II-B: PENSION PLAN – REGULAR PART-TIME EMPLOYEES**

All regular part-time employees who hold an appointment of twenty-five (25) percent or more and whose earnings are thirty-five (35) percent or more of the Canada Pension Plan earnings ceiling are eligible to be enrolled in the University of Toronto Pension Plan. Under the provisions of the Pension Plan for staff of the University of Toronto the Employer's contribution shall be pro-rated to the percentage of a full-time appointment.

Employees who become eligible shall be enrolled in the said Pension Plan on the date of eligibility. Notwithstanding, the Employer shall have the right to amend or change the said Pension Plan during the term of the Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

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**SCHEDULE III: PENSION PLAN P2614**

Those employees who have paid up annuities in the Maintenance and Ancillary Pension Plan (known as P2614) and elect to retire on June 30th following or coincident with their 65th birthday will now have their pension benefits in the Plan actuarially reduced. This requirement now brings the normal retirement date for those enrolled in the P2614 Pension Plan into line with those enrolled exclusively in the Pension Plan for Academic and Administrative Staff.

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**SCHEDULE IV: GROUP LIFE AND SURVIVOR INCOME PLAN**

The Employer shall continue to provide at no cost to the employee, basic Life Insurance coverage in accordance with the provisions and regulations of the University of Toronto Group Life and Survivor Income Plan for Members of the Academic and Administrative Staff during the term of this Agreement.

The Employer and the employees shall continue to make contributions to the University of Toronto Group Life and Survivor Income Plan for members of the Academic and Administrative Staff in accordance with the provisions and regulations of the said plan for all employees who elect to receive additional life insurance coverage.

The Employer shall have the right to amend or change the Group Life and Survivor Income Plan for Members of the Academic and Administration Staff during the term of this Agreement.

**SCHEDULE IV-B: GROUP LIFE AND SURVIVOR INCOME PLAN – REGULAR PART-TIME EMPLOYEES**

The Employer shall continue to provide basic group life insurance coverage at no cost to the employee, in accordance with the provisions and regulations of the University of Toronto Group Life and Survivor Income Plan for Members of the Academic and Administrative Staffs, during the term of this Agreement. Employees may elect to take additional coverage in accordance with the provisions and regulations governing Optional Coverage as specified in the Group Life and Survivor Income Plan.

The Employer shall have the right to amend or change the said Group Life and Survivor Income Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

Regular part-time employees who hold an appointment of twenty-five (25) percent or more of a full-time appointment shall be eligible to be enrolled in the said plan. The Employer's contribution shall be pro-rated to the percentage of a full-time appointment.

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**SCHEDULE V: LONG TERM DISABILITY PLAN**

The Employer shall contribute eighty (80) percent of the monthly premium for employees covered by the University of Toronto Long Term Disability Plan for Members of the Academic and Administrative Staff.

The Employer and the employees shall continue to make contributions to the University of Toronto Long Term Disability Plan for Members of the Academic and Administrative Staff, in accordance with the provisions and regulations of the said plan during the term of this Agreement.

As a condition of continued employment, an employee covered by the terms of this Agreement must be enrolled in the University of Toronto Long Term Disability Plan for Members of the Academic and Administrative Staff.

The Employer shall have the right to amend or change the said Long Term Disability Plan for Members of the Academic and Administrative Staff during the term of this Agreement.

**SCHEDULE V-B: LONG TERM DISABILITY PLAN REGULAR PART-TIME EMPLOYEES**

The Employer and the employees shall continue to make contributions to the University of Toronto Long Term Disability Plan for Members of the Academic and Administrative Staffs in accordance with the provisions and registrations of the said plan during the term of this Agreement.

The Employer shall have the right to amend or change the said Long Term Disability Plan during the term of this Agreement. Should it become necessary to amend or

change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

For regular part-time employees who hold an appointment of twenty-five (25) percent or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage of a full-time appointment.

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#### **SCHEDULE VI: DENTAL CARE PLAN**

The Employer agrees to contribute not less than eighty (80) percent of the premiums for employees participating in the University of Toronto Dental Care Plan.

The parties agree to be governed by the provisions and regulations of the said plan for the term of this Agreement.

The Employer shall have the right to amend or change the Dental Care Plan during the term of this Agreement.

Participation is optional for those on staff prior to March 1, 1980. All new staff shall be enrolled in the University of Toronto Dental Care Plan as a condition of continued employment. Employees who are covered by a dental plan through their spouse's enrollment elsewhere may request exemption from the University of Toronto's Dental Care Plan.

Effective July 1, 1993 the dental plan shall be amended to provide coverage pursuant to the 1992 Ontario Dental Association fee schedule.

#### **SCHEDULE VI-B: DENTAL CARE PLAN – REGULAR PART-TIME EMPLOYEES**

The Employer agrees to contribute not less than eighty (80) percent of the premiums for regular part-time employees participating in the University of Toronto Dental Care Plan.

The parties agree to be governed by the provisions and regulations of the said plan for the term of this Agreement. The Employer shall have the right to amend or change the Dental Care Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

For regular part-time employees who hold an appointment of twenty-five (25) percent or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage of a full-time appointment.

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#### **SCHEDULE VII: EXTENDED HEALTH CARE PLAN**

The Employer shall contribute seventy-five (75) percent of the cost of the University of Toronto Extended Health Care Plan for all participating employees.

The parties agree to be governed by the provisions and regulations of the University of Toronto Extended Health Care plan during the term of this Agreement.

The Employer shall have the right to amend or change the University of Toronto Semi Private Hospital Accommodation Plan during the term of this Agreement.

### **SCHEDULE VII-B: EXTENDED HEALTH CARE PLAN – REGULAR PART-TIME EMPLOYEES**

The Employer agrees to contribute not less than seventy-five (75) percent of the billed rates of premiums for employees participating in the University of Toronto Extended Health Care Plan.

The parties agree to be governed by the provisions and regulations of the said plan for the term of this Agreement. The Employer shall have the right to amend or change the Extended Health Care Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union. For regular part-time employees who hold an appointment of twenty-five (25) percent or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage of a full-time appointment.

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### **SCHEDULE VIII: VISION CARE PLAN**

A Vision Care Plan is to be provided to members of Canadian Union of Public Employees, Local 3261 employed by the University of Toronto with the following benefits:

- The University subsidy will be fifty (50) percent of the cost of the premiums.
- Coverage includes contact lenses, prescription glasses and eye exams.
- Eligible members are all those members of the group less those who have coverage under a spousal plan.
- Members who decline coverage at the start-up of the plan may only join at any opening date once a year.
- Membership will be mandatory for all new staff except those who have exempted themselves because they have coverage in a spousal plan.

Participating members who cancel coverage will not be allowed to rejoin the plan.

The Employer shall have the right to amend or change the said Vision Care Plan during the term of this Agreement.

### **SCHEDULE VIII-B: VISION CARE PLAN – REGULAR PART-TIME EMPLOYEES**



A vision care plan will be provided to members of the Canadian Union of Public Employees, Local 3261 (part-time employees) employed by the University of Toronto. Eligible members are all those regular part-time members of the group less those who have coverage under a spousal plan. The plan will provide the following benefits:

- coverage includes contact lenses, prescription glasses and eye exams;
- the University subsidy will be fifty (50) percent of the cost of the premium;

For regular part-time employees who hold an appointment of twenty-five (25) percent or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage of a full-time appointment.

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### **SCHEDULE IX: CLOTHING**

Caretaking, Food Service, Shipping/Storekeeping, Animal Care Staff	2 shirts & 2 pants; or 2 dresses; or 2 coveralls
Maintenance Technician	2 shirts & 2 pants; or 2 dresses or 2 coveralls 2 summer pants 2 summer shirts
Grounds and Arena Staff, Athletic Staff	2 long sleeved shirts 2 short sleeved shirts 2 winter pants 2 summer pants; or 2 shorts (choice to be determined by employer) 1 spring jacket
Building Patrol & Shipper/Driver (Mississauga and Scarborough Staff)	1 jacket 2 long sleeved shirts 2 short sleeved shirts 2 pants
Parking Staff	1 jacket 2 long sleeved shirts 2 short sleeved shirts 2 winter pants 2 summer pants 1 tie 1 cap 1 belt
Elevator Mechanics, Elevator Mechanics Apprentices,	3 long sleeved shirts(winter) 3 short sleeved shirts(summer)

Grounds Mechanic

- 3 pants
- 1 winter rated jacket
- 1 spring jacket
- 1 coverall or laboratory coat (choice to be determined by employer)

The following clothing will be provided when determined necessary by the Employer:

- parkas
- winter hats
- mittens/gloves, and
- rubber boots

Clothing will be replaced as required.

**SCHEDULE IX-B: CLOTHES – REGULAR PART-TIME EMPLOYEES**

Where the Employer requires specific items of clothing to be worn as a condition of employment, the Employer will provide and replace the required clothing when determined necessary by the Employer. For greater specificity, a specific item of clothing shall mean a particular piece of clothing (e.g., a uniform, or a shirt with a University logo) and not just a particular type /style/color of clothing (e.g. a black t-shirt). This shall include outerwear where applicable.

Upon termination or layoff, employees are required to promptly return any clothing with University of Toronto identification.

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**SCHEDULE X: SAFETY SHOE OR BOOT ALLOWANCE**

Where the Employer requires safety shoes or boots to be worn as a condition of employment, upon proof of original receipt, the Employer will pay to the employee a safety shoe or boot allowance up to one hundred seventy five (175) dollars annually.

Safety shoes or boots must be Canadian Standards Association approved, and be in serviceable condition as determined by the employee’s supervisor.

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**SCHEDULE XI: JOINT MEMBERSHIP PLAN**

Employees who are members of the Canadian Union of Public Employees, Local 3261 bargaining unit are eligible for membership in the Joint Membership Plan for Staff of the University of Toronto, subject to the provisions established with respect to such membership.

The Employer shall have the right to amend or change the said Joint Membership Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes with the Union.

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**SCHEDULE XII: DESIGNATED AUTHORITIES**

The University will supply the Union with an updated list of Designated Authorities as amended from time to time.

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**MEMORANDUM OF AGREEMENT: OVERTIME HOURS**

It is agreed that Articles 18:04 and 18:05 of this Agreement may be waived where a work schedule is arrived at by mutual agreement which would trigger either Article 18:04 and/or Article 18:05.

## EARLY RETIREMENT BRIDGE BENEFIT OUTSIDE THE PENSION PLAN – CUPE 3261

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 December 31, 2020 up to and including April 30, 2021.

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*.

**LETTER OF INTENT: EMPLOYEES EMPLOYED LESS THAN EIGHT HOURS PER DAY**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

The following Letter of Intent applies only to Service Worker – Caretaking position in Facilities and Services, Caretaking Division (St. George Campus).

The parties agree that the number of Service Worker – Caretaking positions with hours of work less than eight (8) hours per day shall not exceed a total of fifty-five (55) employees at any one time during the life of this Collective Agreement.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: WORKPLACE ACCOMMODATION/LONG-TERM DISABILITY  
AND RETURN TO WORK**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

The University and the Union agree to form a Joint Accommodation/Long-Term Disability and Return to Work Committee to address ways to improve and expedite accommodation/long-term disability and return to work issues for CUPE, Local 3261 Full-Time and Part-Time bargaining unit members. The committee will be comprised of three (3) representatives of the Union and three (3) representatives of the University, and will be co-chaired.

It is understood by the parties that individual cases or situations will not be dealt with by this committee.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## LETTER OF INTENT: PENSION INFORMATION

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

The University will provide to the Union all information as required under the *Pension Benefits Act of Ontario*. Such information will be provided in a timely fashion, and shall include plan documentation, plan amendments, actuarial reports and financial statements.

If requested by the Union, it is agreed that the University shall meet with representatives of CUPE within three (3) months of providing such information to discuss the material and answer questions concerning the Pension Plan.

It is also agreed that the University will conduct pension information sessions for the bargaining unit membership annually during the life of this Agreement.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: LOCAL UNION PRESIDENT**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

It is agreed that during the life of the Collective Agreement where the President of the Local is employed by the University of Toronto Press, and has been granted a full-time leave of absence to serve employees represented by Local 3261, the University shall reimburse the Local on a monthly basis for one hundred (100) percent of the cost of wages and one hundred (100) percent of the Employer-cost of benefits based on the wage and benefit rate of the employee immediately prior to commencing the leave of absence in accordance with Article 17:08.

It is also agreed that for the life of the Collective Agreement the President will also be entitled to the education assistance benefit for CUPE, Local 3261 full-time staff of the University as set out in the Letter of Intent on Educational Assistance.

Yours truly,

Alex Brat  
Executive Director, Labour Relations



**LETTER OF INTENT: NEW BUILDINGS**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

Upon request by the Union, the University agrees to a Union-Management meeting to review issues or concerns the Union may have with the services being contracted out by the University. The Union will provide at least thirty (30) days notice to the University of its desire to utilize a Union-Management meeting for this purpose.

At the time of making its request, the Union will indicate, in writing, the specific contracted services it wishes to include on the agenda. This will allow sufficient time for the University to prepare in advance of the meeting and to ensure the appropriate management representatives are present for the meeting.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: TUITION WAIVER FOR DEPENDENTS**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

The University agrees that dependents of employees in the bargaining unit shall be entitled to the benefits of the Tuition Waiver for Dependents Policy attached hereto. It is agreed that the University may amend the aforesaid Policy from time to time.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## **INTRODUCTION**

In order to assist staff members who have dependents or a spouse who wish to pursue University studies, towards their first undergraduate degree or certificate, the University will extend a waiver of the academic tuition fee for specific University of Toronto programs.

## **TERMS OF REFERENCE**

An eligible spouse or dependent must have met the admission requirements for the qualifying programs and have followed the normal procedures regarding application for admission and registration before application is made for tuition waiver.

For the purposes of this policy:

- Dependent shall include the natural, legally adopted, step or foster child of the employee or spouse, who is not engaged in active employment and is dependent on the employee or spouse for financial support, and is under the age of 25;
- Spouse shall mean spouse as defined in the *Ontario Human Rights Code* as amended by the *Spousal Relationship Statute Law Amendment Act, 2005*;
- Academic tuition fee by definition excludes application, registration service, examination and other incidental fees.

## **ELIGIBILITY**

This benefit is available to:

- Staff members of the University, full-time or part-time of 25% or more, or sessionals. In the case of part-time staff members, the benefit will be prorated in accordance with the part-time appointment.
- Dependent, spouse or partner proceeding towards a degree or first certificate in a qualifying programme (not special students). Qualifying programs are described under PROVISIONS (below).
- Staff members on approved leave of absence who have a commitment to return to their job, who are maintaining enrolment in all benefit programs.

## **PROVISIONS**

Eligible dependents enrolled in these programmes will have their academic tuition fee waived for each academic year of the programme until the degree or certification is awarded.

The academic tuition fee waiver is applicable to programs, which lead to a first undergraduate degree or certificate, and which do not require prior undergraduate preparation since admission is normally gained directly from high school to the program of study. In cases where the program requires undergraduate preparation, only the undergraduate courses taken as part of the preparation are eligible.

For clarity, the fee waiver is applicable to the Transitional Year Programme and the Academic Bridging Programme.

Programmes in the following areas are also not eligible:

Royal Conservatory of Music  
School of Continuing Studies  
Woodsworth College diplomas

Where a student receives a scholarship, which provides for the payment of fees, the terms of this scholarship will apply prior to any waiver of tuition under this policy.

Questions concerning this policy should be directed to the appropriate local Human Resources Department.

The value of the tuition waiver under this provision is a taxable benefit to the employee.

**LETTER OF INTENT: EDUCATIONAL ASSISTANCE**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

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

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

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## **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 courses as described under PROCEDURES.

## **ELIGIBILITY**

Bargaining unit employees 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 years' continuous service, the funding is pro-rated 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 course, up to and including the Master's level. 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 the tuition waiver shall be limited to the part-time programme fee or three thousand (\$3,000) dollars per academic year, whichever is less. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or three thousand (\$3,000) 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 programme 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.

- e) courses offered by the School of Continuing Studies that are work or job related, up to a maximum of five hundred (\$500) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of two hundred and fifty (\$250) dollars per course, with a combined maximum six (6) 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). 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.

**LETTER OF INTENT: PUBLIC TRANSIT SUBSIDY**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar

The University will continue to administer volume discounts on TTC passes as long as the TTC continues to provide the University of Toronto with volume discounts in the purchase of transit passes for the employees in the bargaining unit. The discounted passes will not be available to any employee who is already entitled to discounted public transit rates (e.g. senior's discounts). The University and Union agree to jointly approach the Mississauga Transit and GO Transit to discuss volume discounts in the purchase of transit passes for employees in the bargaining unit.

Yours truly,

Alex Brat  
Executive Director, Labour Relations



**LETTER OF INTENT: CONTRACTING OUT – CLEANING OF 144 COLLEGE STREET AND CARPET CLEANING (ST. GEORGE FACILITIES AND SERVICES)**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

If the University determines that it is likely to continue contracting out this work, prior to entering into new contracts, the University will inform the Union and if requested, will meet with and provide a rationale to the Union at a Labour/Management meeting.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: BIOMETRICS**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar

The University met with the Union and provided a rationale when it introduced biometrics to both departments of Grounds and Caretaking Services on the St. George Campus. The University therefore agrees that before introducing biometrics in any new department, the University will meet with the Union and affected employees. This does not preclude the Union from filing a grievance over the introduction of biometrics to new departments.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## **LETTER OF INTENT: WORKPLACE VIOLENCE**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

The University has created the Policy with Respect to Workplace Violence. A copy of this Policy has been provided to the Union. The Policy can also be accessed on the University's Governing Council website.

The University has also developed a program to implement the Policy. The University of Toronto Workplace Violence Program implements the Policy with respect to Workplace Violence. A copy of the Workplace Violence Program has been provided to the Union. These documents can also be accessed through the University's Human Resources and Equity website.

The University will notify the Union when any substantive changes are made to the Workplace Violence Policy and/or Program and will meet to discuss such changes, if requested.

The University recognizes the right of the Union to file a grievance on behalf of an employee alleging a violation of the Policy if all internal steps have been exhausted and the employee is unsatisfied with the outcome. Such grievance will be filed at Step 3 of the grievance procedure. If not resolved at Step 3, the parties may agree to mediation or facilitation before an agreed-upon mediator or facilitator before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

During any internal steps taken to resolve the situation, employees shall have the right to be accompanied by a Union Representative.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: TRADES DRIVER/DISPATCHER**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

It is agreed that where there are four (4) or more trades job sites scheduled on an overtime basis at any given time, then a Trades Driver/Dispatcher shall also be given an opportunity to work overtime. Opportunities for such overtime will be distributed in accordance with the Collective Agreement. For clarity, this provision applies only to regularly scheduled overtime jobs and not to emergency overtime work.

In the event there are no employees in the Trades Driver/Dispatcher classification available to perform the work, then the overtime shall be offered to employees in other classifications qualified to perform the work consistent with the provisions of the Collective Agreement.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF UNDERSTANDING: GLOBAL POSITIONING SYSTEMS (GPS) AND  
AUTOMATED VEHICLE LOCATION SYSTEMS (AVL)**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

The University will notify the Union at least thirty (30) calendar days in advance of its intention to implement or significantly alter GPS and AVL systems that are used in the work locations or fleets of vehicles where CUPE Local 3261 Full-Time and Part-Time employees regularly work.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## LETTER OF UNDERSTANDING: EMPLOYMENT EQUITY

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

To act on its commitment to employment equity under both the Federal Contractors Program and the University's Employment Equity Policy the University agrees to form a joint Employment Equity Advisory Committee with the Union. The Committee will be composed of two (2) representatives each of the Union and the University. The Committee's mandate shall be to make recommendations to the Vice President Human Resources and Equity regarding the continuing achievement of employment equity within the bargaining unit. Such recommendations may include changes to policies and/or practices or the implementation of special programs. The parties may further define their mandate in the first year after the Committee has been established.

Until such a committee is established the parties agree that matters related to Employment Equity may be included among agenda items discussed at the Labour/Management meetings.

During the life of the Collective Agreement the University will also explore with CUPE 3261 Full-Time and Part-Time and its other staff bargaining units the formation of a university-wide Staff Employment Equity Advisory Committee. The Committee would be responsible for making recommendations to the Vice President Human Resources and Equity regarding the continuing achievement of employment equity at the University. The Union agrees to participate should the University move forward with the establishment of such a committee. Details regarding the number of representatives from each bargaining unit and the mandate of the committee would be determined by all of the parties during the life of the Collective Agreement.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: MULTI-SITE JOINT HEALTH AND SAFETY COMMITTEE  
STRUCTURE**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

During the current collective bargaining negotiations, the parties continued their discussions regarding the necessity for, and benefits of, a multi-site Joint Health and Safety Committee (JHSC) structure at the University, given the multitude and geographic dispersion of buildings/workplaces at the University.

The parties agree in principle that a multi-site JHSC structure is appropriate, necessary and beneficial in the circumstances. The parties recognize that such a structure would help ensure compliance with legislative requirements in respect of workplace inspections, JHSC meetings and other related activities in a more efficient and effective manner, while at the same time helping to foster a healthy and safe work environment across the University.

In the six (6) months immediately following the date of ratification of this Collective Agreement, the parties will continue discussions intended to result in a multi-site JHSC structure and implementation plan that the parties agree will be presented to the Ministry of Labour for approval. It is understood and agreed that in view of the fact that the University's health and safety obligations apply to all University employees including those represented by other bargaining agents, such discussions may include representatives from other unions/bargaining units at the University, whose agreement will also be sought before the multi-site JHSC structure and implementation plan is presented to the Ministry of Labour for approval.

In the event that the parties' discussions have not resulted in the Union's approval of a multi-site JHSC structure and implementation plan, the parties agree to mediation by William Kaplan.

Yours truly,

Kelly Hannah-Moffat  
Vice-President, Human Resources & Equity  
University of Toronto

## **LETTER OF INTENT: FLAG PROTOCOL & INTERNATIONAL DAY OF MOURNING**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

The University will continue its practice of allowing the lowering of all flags flown at the workplace to half-mast in honour and in recognition of the Day of Mourning. The University will continue to issue communication to the University of Toronto community acknowledging the International Day of Mourning, April 28 for workers killed or injured on the job.

Yours truly,

Kelly Hannah-Moffat  
Vice-President, Human Resources & Equity  
University of Toronto



## **LETTER OF INTENT: CONTRACTING OUT**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar

During the current round of collective bargaining, the Union expressed serious concerns about job security in this bargaining unit. These concerns were raised because some caretaking work on the St. George campus was contracted out during the term of the 2014-2017 Collective Agreement.

Further to the job security provision set out in Article 33, this letter is intended to reassure the Union and the employees in this bargaining unit that job security will not be compromised in any way as a result of contracting out.

The University commits that no employee in this bargaining unit will lose their employment with the University or have their appointment reduced as a result of contracting out. Furthermore, no temporary or term employee will have their contract ended prior to its termination date as a result of contracting out.

Yours truly,

Kelly Hannah-Moffat  
Vice-President, Human Resources & Equity  
University of Toronto

## **LETTER OF INTENT: SUSTAINABILITY COMMITTEE**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

The University and the Union recognize the importance of protecting the environment and promoting environmentally sustainable practices in the workplace. To that end, during the life of this Collective Agreement, the parties agree to meet and discuss establishing a sustainability committee with the aim of exploring initiatives and practical measures that address issues related to sustainability, climate change, the University's carbon footprint, and minimizing the unnecessary consumption of resources.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## **LETTER OF INTENT: FOOD SERVICES CULINARY APPRENTICESHIP & PROFESSIONAL DEVELOPMENT PROGRAMS**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

During the current round of collective bargaining, the University and the Union discussed the desirability of establishing culinary apprenticeship and professional development programs to train and develop existing and future culinary staff for the University.

“Apprenticeship Program” and “Professional Development Program” refer to two different programs to be made available to bargaining unit employees interested in furthering their culinary skills and seeking Red Seal certification. The Professional Development Program is intended solely for existing employees. The Apprenticeship Program is intended primarily for new hires, but is also available to existing employees who wish to participate and meet the requirements.

With this in mind, the parties have reached agreement in this round of collective bargaining in respect of the following principles:

### Apprenticeship Program

- The Apprenticeship Program will be a 3-year program, and will follow standard 415C for chefs set by the Ontario College of Trades. Apprentices may enter the program as new apprentices, or as 2nd or 3rd year apprentices. First year apprentices will receive 85% of the full-time cook’s wage rate for all hours worked. Second year apprentices will receive 90% of the full-time cook’s wage rate for all hours worked. Third year apprentices will receive 95% of the full-time cook’s wage rate for all hours worked.
- There will be no guaranteed employment opportunities with the University upon completion of the Apprenticeship Program.
- Apprentices will be covered by the Collective Agreement save and except the provisions in respect of seniority, layoff, and job posting.

### Professional Development Program

- The Professional Development Program will be structured to allow regular full-time and part-time employees to continue working in their current classification over the course of the Program. To be eligible for the Program, applicants must have a minimum of two years of work experience in a culinary setting.

- The training will consist of small classes, both theoretical and practical, which will be scheduled outside of working hours. There is no charge for the Program. Participants will attend on their own time and will not be paid for their attendance. Attendance for the class sessions will be closely monitored and participants may forfeit their place in the Program if they are unable to maintain regular attendance.
- At the conclusion of the Professional Development Program, employees will be equipped with the on-the-job work experience required to pursue the Red Seal certification. The employees will be responsible for the costs associated with the Red Seal examination and any other eligibility requirements for the Red Seal certification.

#### Common to Both Programs

- While opportunities for both the Apprenticeship Program and the Professional Development Program will be circulated, neither of these Programs will be subject to the job posting provisions of the Collective Agreement.
- A candidate's acceptance or lack thereof into either of these Programs will not be subject to the grievance procedure except in the case of an alleged violation of Article 4:02 (discrimination) of the Collective Agreement.

The University and the Union agree to meet within ninety (90) days of the date of ratification of this renewal Collective Agreement to have meaningful discussions in respect of both Programs. The purpose of these discussions is to provide the Union with an opportunity to raise questions or concerns and make recommendations which will be given due consideration by the University. Following this consultation, the University will endeavour to commence both Programs, at least in pilot form no later than February 1, 2018.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## **LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

The University and the Union agree that all employees have the right to be free from domestic violence. The University recognizes the importance of providing timely and flexible assistance and support to employees experiencing domestic violence. Such assistance and support must be specific to individual needs. Accommodation and support that may be considered include but are not limited to leaves of absence under various provisions of this Collective Agreement and access to campus and community support, including Human Resources, Health & Well-Being Programs & Services, the Community Safety Office, the Employee Family Assistance Program (EFAP), and the Sexual Violence Prevention and Support Centre.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## **LETTER OF AGREEMENT: IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES**

September 14, 2020

Ms. Preethy Sivakumar  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario L3T 0B2

Dear Ms. Sivakumar,

During the 2017 round of collective bargaining, the parties discussed amendments to the Employment Insurance (EI) Act reducing the waiting period to receive benefits under the EI Act from two weeks to one week for pregnancy and parental leaves, as well as the impact of that reduction on the payments made by the University to employees taking pregnancy, parental, and primary caregiver leaves under the Collective Agreement.

Under the terms of the Collective Agreement in place up to the current round of negotiations, the University compensated employees taking pregnancy leave, parental leave, and primary caregiver leave at 95 per cent of their weekly salary for the two week waiting period for pregnancy or parental leave benefits. Therefore, the legislative changes result in the elimination of one week of leave with 95 per cent of salary for such employees.

The parties agree that an employee who is entitled to and provided with salary during the one-week waiting period and top up pursuant to Articles 17:02(b), 17:03(c) or 17:04(d), will receive one paid week of leave ("Parental Transition Week") immediately following the end of their EI pregnancy or parental leave (the end of their combined leaves for employees who take both pregnancy and parental leave). This Parental Transition Week will be in addition to the leave entitlements set out in Articles 17:02(a), 17:03(a) and/or 17:04(a).

During the Parental Transition Week, employees will be paid 100 per cent of their weekly salary, whereas the eliminated week during the EI waiting period had been compensated at 95 per cent.

Yours truly,

Kelly Hannah-Moffat  
Vice-President, Human Resources & Equity  
University of Toronto

## **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 reduced from \$120,000 to \$60,000 annually for the term of this Collective Agreement. 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.



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