

THURSDAY, NOVEMBER 17TH @ 9:45PM

WITHDRAWN IF NOT ACCEPTED BY MONDAY, NOVEMBER 21ST

MEMORANDUM OF AGREEMENT

BETWEEN

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

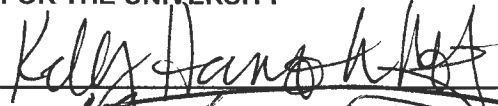
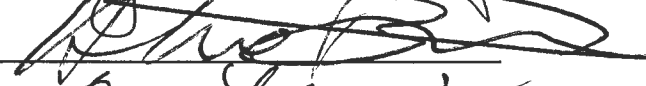

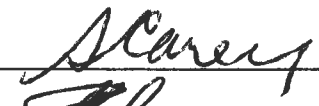

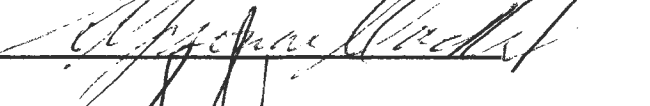
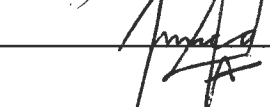
-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261 (FULL-TIME & PART-TIME)
(hereinafter called "the Union")


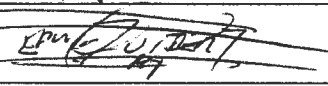
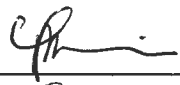
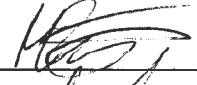
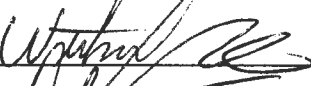


MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT


1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.
2. The term of the renewal collective agreement shall be from July 1, 2021 to June 30, 2023.
3. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto.
4. The provisions of the collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, save and except where retroactivity is expressly provided for.
5. All attached items numbered 1 to 78 are incorporated.

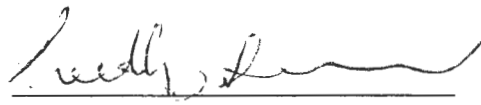
FOR THE UNIVERSITY

FOR THE UNION


5th
Louise Hill



DATED AT TORONTO THIS 17th DAY OF NOVEMBER 2022

University of Toronto Economic Proposal - CONFIDENTIAL – November 17, 2022

- 1) Across-the-Board (ATB) increases and adjustments to Schedule I: Wages and Hours of Work – CUPE 3261: Full-Time, CUPE 3261: Part-Time, and CUPE 3261: Temp

July 1, 2021 1.0% ATB increase to be applied to June 30, 2021 base salary

July 1, 2022 1.0% ATB increase to be applied to June 30, 2022 base salary

- The July 1, 2021 increase will be retroactive only for those employees who are actively employed in the bargaining unit on the date of ratification.

- 2) The University agrees to renew the provisions of the Early Retirement Bridge Benefit Outside of the Pension Plan for the following effective dates:

- For retirements on or after ~~October 31~~ **November 30**, 2022 up to and including May 31, 2023

The Early Retirement Bridge Benefit Outside of the Pension Plan shall not apply to any University Pension Plan (UPP) member receiving a voluntary retirement or exit/severance incentive under any other program.

Benefits

Effective ~~November~~ **December** 1, 2022:

- Increase the combined maximum for Massage, Physiotherapy, Chiropractic, Naturopath, Osteopath, Acupuncturist, Homeopath & Occupational Therapist to \$1,100 per benefit year
- Expand the list of paramedical practitioners to include Chiropodist & Podiatrist and Dietician & Nutritionist
- Increase the maximum for prescription eyeglasses or contact lenses to \$600 every 24 months
- Add the costs of laser eye surgery for vision correction as an eligible vision care expense
- Increase the maximum for eye exams to \$120 every 24 months
- Increase the combined maximum for Psychological, Master of Social Work or Psychotherapist to \$2,700 per benefit year
- Increase the maximum for major restorative dental to \$2,250 per benefit year
- Add breast pumps with a \$500 lifetime maximum
- Add coverage for sperm wash & in vitro fertilization services
- Add non-hormonal intrauterine devices (IUDs) to the plan
- Add gender affirmation coverage to support plan members throughout their gender transition journey. Reimbursement of eligible expenses is subject to a diagnosis of "gender dysphoria" from a medical doctor, in addition to a reasonable and customary fee per claim of \$5,000 and an overall lifetime maximum of \$10,000. There will be two categories:

Foundation: Includes reimbursement for core surgeries not covered by provincial or territorial coverage and services that assist in the physical alignment of the individual's transitioned gender. Examples include vocal surgery, tracheal shave, chest contouring/breast construction, vaginal dilators, facial feminization, and laser hair removal.

Focused: Includes reimbursement for surgical enhancement of the individual's features that follows their accepted gender ideal. Procedures include nose surgery, liposuction/lipofilling, face/eyelid lift, lip/cheek fillers, hair transplant/implants, and gluteal lift/implants.

Other Benefit Items:

Retroactive to July 1, 2021, the parties agree to amend the normal retirement date under the long-term disability (LTD) plan to align with the normal retirement date under the new University Pension Plan (UPP). Accordingly, excluding individuals who were in receipt of LTD benefits and retired prior to the date of ratification, LTD benefits will terminate on the last day of the month in which the member attains the age of 65. Under the former plan, LTD benefits terminated on the 30th day of June coincident with or following the member's 65th birthday.

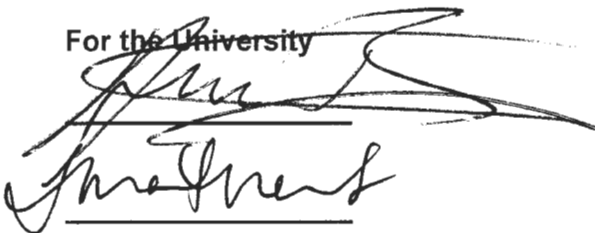
Retroactive to July 1, 2021, the parties agree to amend the LTD plan to have the cost-of-living adjustment take effect on the same date that the Across-The-Board (ATB) wage increase is effective for active employees. Prior to July 1, 2021, the cost-of-living adjustment for employees on LTD took place once the employee received 12 months of benefit payments and each subsequent 12-month period.

WHEREAS The Union states herein that the wage rates reflect the maximum increases in rates of pay allowable under the Government of Ontario's wage restraint legislation, An Act to implement moderation measures in respect of compensation in Ontario's public sector, and under that legislation, the maximum increase in rates of pay, and/or to any other existing additional remuneration, is 1.0%, 1.0%, 1.0% over three years;

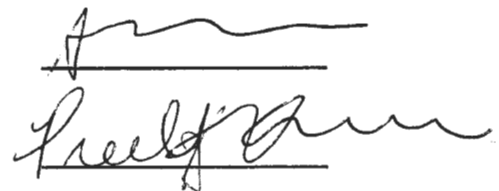
AND WHEREAS The Union believes this legislation is a violation of the Union's constitutional right to free collective bargaining; and

WHEREAS The Union takes the position that these wage rates were imposed on the Union because of the wage restraint legislation and that but for that legislation the Union would not have agreed to such rates.

For the University

A handwritten signature in black ink, appearing to be 'John Smith', written over a horizontal line.

For the Union

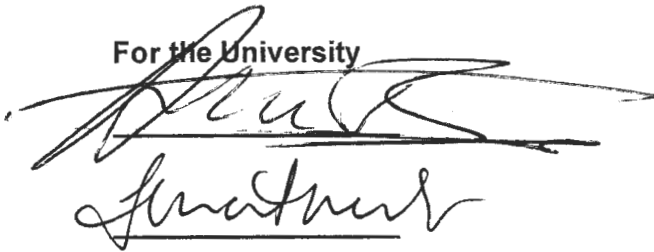
A handwritten signature in black ink, appearing to be 'Fred Brown', written over a horizontal line.

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

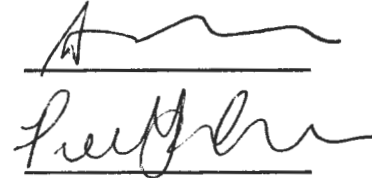
The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including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

7:08 The University will provide the Union on a semi-annual basis ~~(with an compatible~~ electronic ~~copy)~~ a list of all employees who have provided notice to retire as soon as practicable and without undue delay, and 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.

For the University

A handwritten signature in black ink, appearing to be 'J. Smith', written over a horizontal line.

For the Union

A handwritten signature in black ink, appearing to be 'A. Smith', written over a horizontal line.

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ARTICLE 33: JOB SECURITY

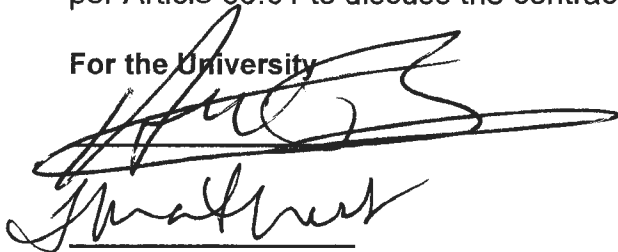
33:01 It is the declared intention of the Employer to provide for the job security of the employees covered by the terms of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Toronto in the most efficient and 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, In the event an employee is laid off due to contracting out,** the Employer agrees that the employee will be placed in another job with a similar rate and be retrained.

Either party may request that a Management and Union committee meeting be convened in accordance with Article 36:01 to discuss how bargaining unit employees can be trained and utilized to meet the needs for new or increased work resulting from growth and expansion where operationally and economically feasible.

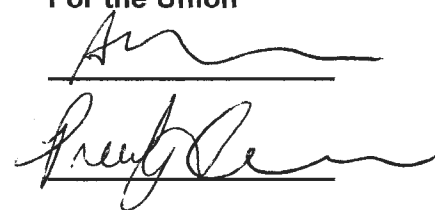
The University agrees to notify the Union at least ~~two (2) weeks~~ **two (2) months** in advance of work being contracted out (for clarity, the date that work is contracted out will be interpreted in this paragraph as the date on which the contractor begins providing services under a new contract) 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. Notice will be given as soon as practicable and without undue delay in cases of emergency. 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.

For the University



For the Union



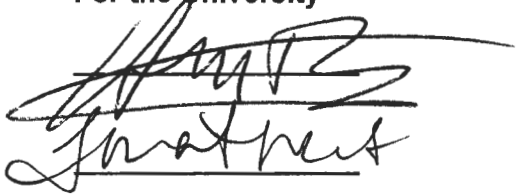
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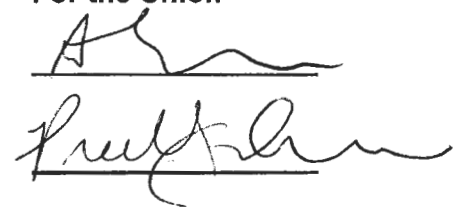
ARTICLE 36: MANAGEMENT AND UNION COMMITTEE

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 **Senior** Executive Director, Labour Relations or designate. **The Vice President, People Strategy, Equity & Culture will participate in at least one meeting annually.**

For the University



For the Union



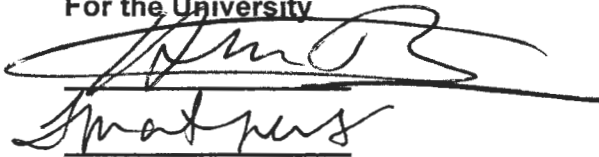
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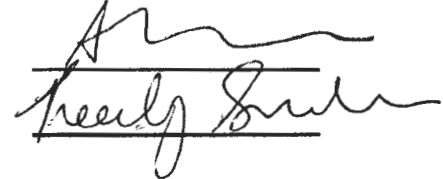
The University and the Union agree to RENEW, AMEND or DELETE as specified below the following Letters of Agreement/Understanding/Intent for the term of the renewal Collective Agreement:

- Letter of Intent: Employees Employed Less Than Eight Hours Per Day – **RENEW AMEND**
- Letter of Intent: Workplace Accommodation/Long-Term Disability and Return to Work – RENEW
- Letter of Intent: Pension Information – **RENEW DELETE**
- Letter of Intent: Local Union President – **AMEND**
- Letter of Intent: New Buildings – RENEW
- Letter of Intent: Tuition Waiver for Dependents – RENEW
- Letter of Intent: Educational Assistance – **AMEND**
- Letter of Intent: Public Transit Subsidy – RENEW
- Letter of Intent: Contracting Out – Cleaning of 144 College Street and Carpet Cleaning (St. George Facilities & Services) – RENEW
- Letter of Intent: Biometrics – RENEW
- Letter of Intent: Workplace Violence – RENEW
- Letter of Intent: Trades Driver/Dispatcher – RENEW
- Letter of Understanding: Global Positioning Systems (GPS) and Automated Vehicle Location Systems (AVL) – RENEW
- Letter of Understanding: Employment Equity – **AMEND**
- Letter of Intent: Multi-Site Joint Health and Safety Committee Structure – RENEW
- Letter of Intent: Flag Protocol & International Day of Mourning – RENEW
- Letter of Intent: Contracting Out – RENEW
- Letter of Intent: Sustainability Committee – RENEW
- Letter of Intent: Food Services Culinary Apprenticeship & Professional Development Programs – **RENEW AMEND**
- Letter of Understanding: Domestic Violence – **AMEND**
- Letter of Agreement: Impact of Employment Insurance Legislative Changes – RENEW

For the University



For the Union



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

September 14, 2020 DATE

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

Dear Ms. Sivakumar,

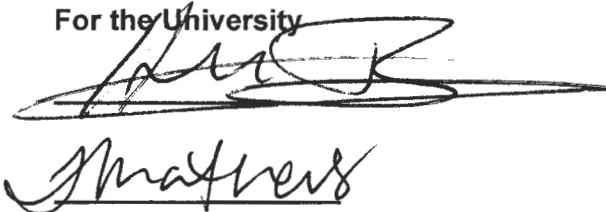
The following Letter of Intent applies only to Service Worker – Caretaking position in Facilities and Services, Caretaking Division (St. George Campus).

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)~~ **twenty (20)** employees at any one time during the life of this Collective Agreement.

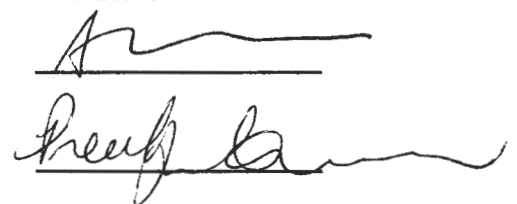
Yours truly,

Alex Brat
Sr. Executive Director, Labour Relations

For the University



For the Union



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

September 14, 2020 DATE

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 2021-2023** round of collective bargaining, the University and the Union discussed the desirability of **establishing continuing** 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. **Upon receipt of proof of successful completion of the Red Seal examination, The employees will be reimbursed responsible** for the costs associated with the Red Seal examination and any other eligibility requirements for the Red Seal certification.

Common to Both Programs

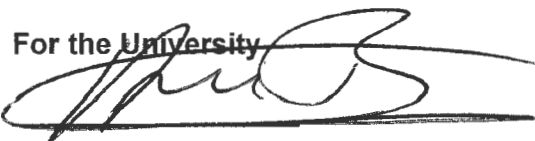
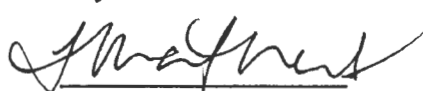
- While opportunities for both the Apprenticeship Program and the Professional Development Program will be circulated, neither of these Programs will be subject to the job posting provisions of the Collective Agreement.
- A candidate's acceptance or lack thereof into either of these Programs will not 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, **including the addition of a mentorship component and the expansion of the eligibility criteria.** 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
Sr. Executive Director, Labour Relations

For the University

For the Union

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LETTER OF INTENT: SUSTAINABILITY

September 27, 2022

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



Dear Ms. Sivakumar,

Within sixty (60) days of the ratification of the renewal Collective Agreement, the University and the Union agree to meet at a Union/Management Committee Meeting to discuss the development and implementation of annual sustainability training, including but not limited to climate change plans, for up to three (3) employees in the Bargaining Unit, one (1) from each campus. The Parties further agree to discuss at the Union/Management Committee Meeting other topics of mutual interest related to sustainability initiatives within the University, including how bargaining unit employees can contribute to the University's operational goals related to sustainability.


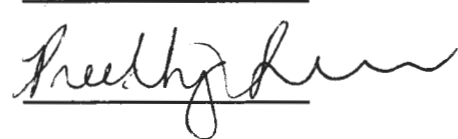
Yours truly,

Alex Brat
Sr. Executive Director, Labour Relations

For the University

For the Union

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LETTER OF INTENT: PILOT PROGRAM - TRAINING & DEVELOPMENT

DATE

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 are committed to supporting the training and development of the employees in this bargaining unit. In this regard, the University will establish a pilot program during the term of the 2021-2023 Collective Agreement. This program will enable employees to express their interest in training that is relevant in their current job and/or the next job they are interested in applying for at the University. Interested employees will work with their Manager and Human Resources Representative(s) to identify the relevant training opportunities and/or develop relevant personalized training plans that may include on-the-job training and/or job shadowing.

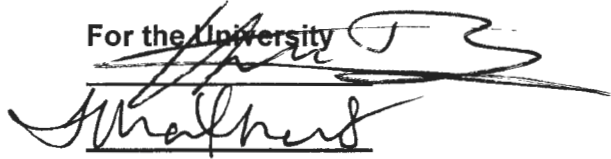
With the Union's input, the University will establish an application process. Training requests and/or training plans will be considered, developed, and approved on an individual basis. Training that is deemed relevant for the employee's current job and/or helpful for the employee in pursuing their next job at the University will be arranged as expeditiously and economically as practicable. The University will make reasonable efforts to accommodate individual learning needs to support employees in achieving the objectives of their training.

The University will cover the cost of the approved training. The approved training may be provided during the employee's regular hours of work where operationally feasible. Alternate arrangements, including temporary shift changes, may be considered on an individual case-by-case basis.

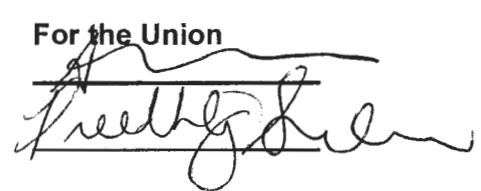
Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture

For the University



For the Union



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Letter of Intent: Medium and Longer Term Job Creation

September 14, 2020 DATE

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

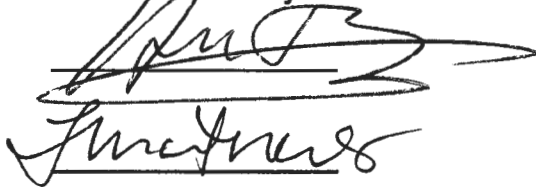
Dear Ms. Sivakumar,

During the 2021-2023 round of collective bargaining the parties had significant discussions regarding employment opportunities within the bargaining unit, including in the medium and longer term. The University informed the Union that it is committed to the creation of at least twenty-five (25) appointed full-time positions that currently do not exist in the bargaining unit. This will occur between the date of ratification of the renewal Collective Agreement and December 2025. For clarity, the creation of these positions is independent of the number of employees in the bargaining unit, which is contingent on variables that include but are not limited to operational, budgetary, and economic considerations.

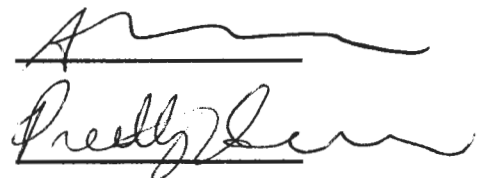
Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture

For the University



For the Union



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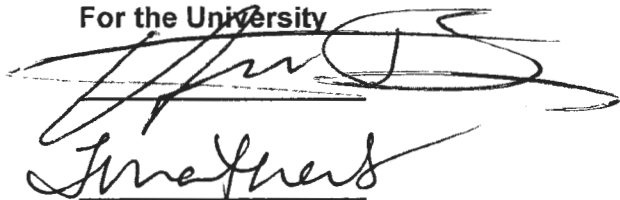
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Letter of Understanding – Cashier Classification

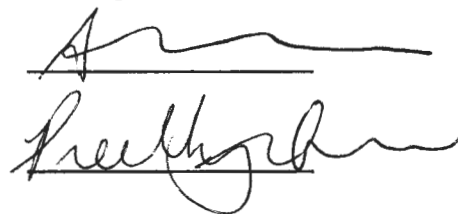
It is understood and agreed that as soon as practicable after the date of ratification of the 2021-2023 Collective Agreement, the appointed full-time and regular part-time Cashiers employed in Food Services at the St. George campus on the date of ratification will be converted to full-time and regular part-time Cafeteria Workers respectively at the applicable higher rate of pay.

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

For the University

A handwritten signature in black ink, appearing to be 'J. Matthews', written over a horizontal line.

For the Union

A handwritten signature in black ink, appearing to be 'A. [unclear]', written over a horizontal line.

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

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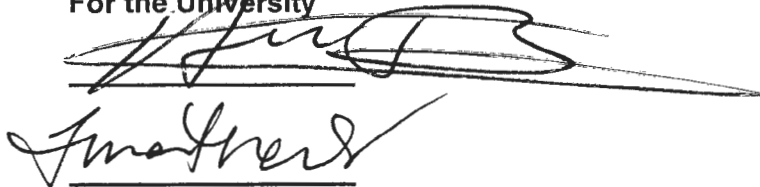
Letter of Understanding – Regular Part-Time Employees

It is understood and agreed that as soon as practicable after the date of ratification of the 2021-2023 Collective Agreement, the appointed regular part-time Service Worker Caretakers employed at the St. George and UTM campuses on the date of ratification will be given the option to convert to full-time status on an exceptional one-time-only basis.

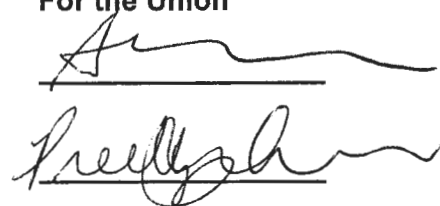
As soon as practicable after the date of ratification of the 2021-2023 Collective Agreement, two (2) appointed regular part-time Service Worker Caretakers employed at UTSC on the date of ratification will be given the option to convert to full-time status on an exceptional one-time-only basis. The option to convert to full-time status will be offered to the appointed regular part-time Service Worker Caretakers in order of seniority. All remaining appointed regular part-time Service Worker Caretakers employed at UTSC on the date of ratification will be given the option to convert to full-time status on an exceptional one-time-only basis at the St. George campus.

Furthermore, as soon as practicable after the date of ratification of the 2021-2023 Collective Agreement, the appointed regular part-time Cafeteria Workers and Cook employed at University College on the date of ratification will be given the option to convert to full-time sessional status on an exceptional one-time-only basis.

For the University

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For the Union

A handwritten signature in black ink, appearing to be 'Fredlysh', written over a horizontal line.

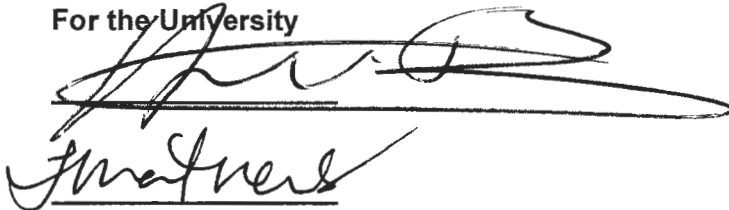
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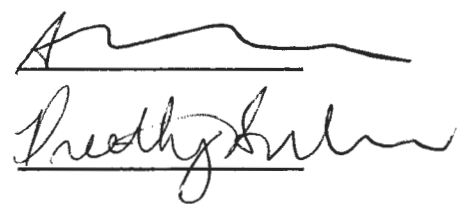
Letter of Understanding – Maintenance Workers II at UTM

It is understood and agreed that as soon as practicable after the date of ratification of the 2021-2023 Collective Agreement, the four (4) appointed full-time Maintenance Workers II employed in Facilities, Management & Planning at the UTM campus who are qualified and currently performing the duties of the Campus Service Technician I will be reclassified accordingly and paid at the applicable higher rate of pay. In the event that any of the employees do not meet all of the requirements for the Campus Service Technician I classification (e.g., Class Z driver's license, etc.), they will be provided with up to twelve (12) months to meet the requirements. Should any of them be unable or unwilling to do so, they will not be reclassified to the full-time Campus Service Technician I classification.

For the University

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For the Union

A handwritten signature in black ink, appearing to be "Doreen", written over a horizontal line.

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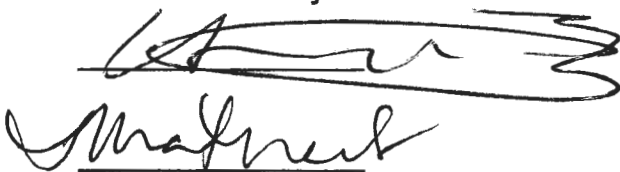
Letter of Understanding – Maintenance Technicians at UTM – Academic Buildings

It is understood and agreed that as soon as practicable after the date of ratification of the 2021-2023 Collective Agreement, the appointed full-time Maintenance Technicians and the one (1) full-time Lead Hand Maintenance Technician employed in Facilities, Management & Planning at the UTM campus working in the academic buildings only (i.e., not in the residence buildings) will be reclassified to accurately reflect the significant new and additional duties they are required to perform.

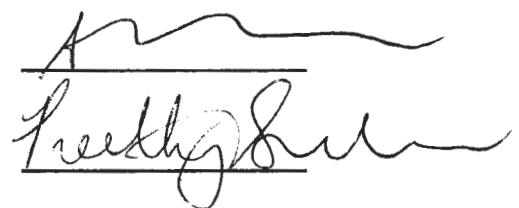
This reclassification of these positions will occur in accordance with the normal process for reclassifications in this bargaining unit, which may result in the creation of a new classification. The parties agree that pending the conclusion of the normal reclassification process, effective on the date of ratification of the 2021-2023 Collective Agreement, the appointed full-time Maintenance Technicians in the academic buildings will be paid an additional \$1.20 per hour. The one (1) full-time Lead Hand Maintenance Technician will be paid an additional \$1.25 per hour.

Upon conclusion of the normal reclassification process, the appointed full-time Maintenance Technicians in the academic buildings and the one (1) full-time Lead Hand Maintenance Technician will be paid at the newly established rates of pay for the positions, which shall not be less than the additional amounts set out above.

For the University

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For the Union

A handwritten signature in black ink, appearing to be 'Lee Hyeon', written over a horizontal line.

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University of Toronto
September 27, 2022

WITHOUT PREJUDICE

20

LETTER OF INTENT: EDUCATIONAL ASSISTANCE

September 14, 2020-DATE

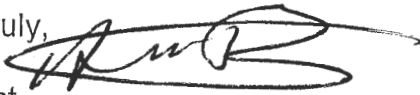
Ms. Preethy Sivakumar
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Markham, Ontario L3T 0B2

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
Sr. 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 (3) 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 **flex-time PhD Programs and part-time Doctoral studies 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, **flex-time PhD Programs and part-time Doctoral studies** the tuition waiver shall be limited to ~~the part-time programme fee or a maximum of~~ 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; or
- e) courses offered by the School of Continuing Studies that are work or job related, up to a maximum of ~~five hundred (\$500)~~ seven hundred and fifty (\$750) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of ~~two hundred and fifty (\$250)~~ three hundred and fifty (\$350) dollars per course, with a combined maximum ~~six (6)~~ four (4) courses per academic year.

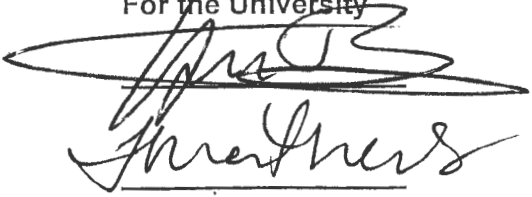
Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Department Head is obtained and alternative work arrangements are made.

2. Fifty (50) Percent Tuition Reimbursed

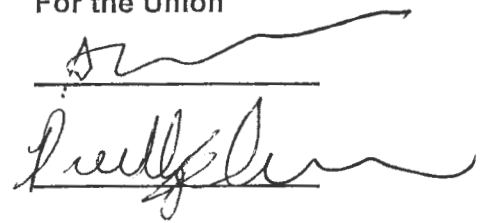
Fifty (50) percent of tuition fees will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution (other than those in 1. above). Such courses should be taken on the staff member's own time, after normal working hours 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.

For the University

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For the Union

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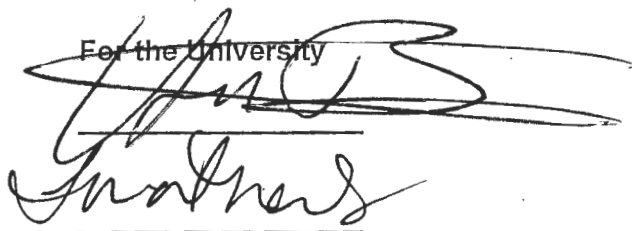
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Physician Doctor's Certificate

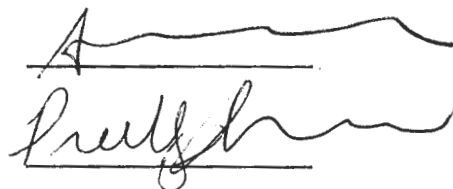
21:07 An employee may, with prior warning, be required to provide a doctor's certificate certifying that the employee is unable to carry out the employee's normal duties due to illness or injury. For clarity, prior warning shall mean any time prior to the employee's return to work, including but not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

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

For the University



For the Union



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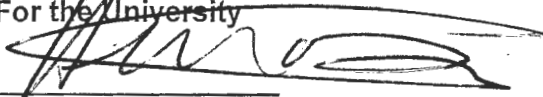
ARTICLE 29: TEMPORARILY RELIEVING HIGHER CLASSIFICATIONS IN THE BARGAINING UNIT

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.

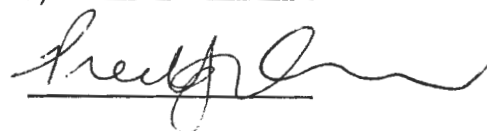
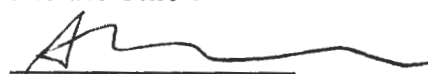
An employee temporarily assigned to a position in a lower rated classification for a period not exceeding two (2) weeks shall not have their rate of pay reduced.

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.

For the University



For the Union



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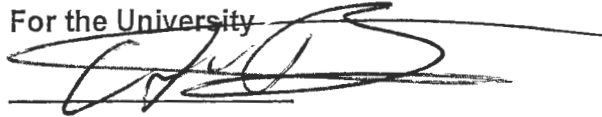

ARTICLE 11: DISCIPLINE

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 Representative. ~~present~~ The employee may, if they so desire, request the presence of ~~their a~~ Union Steward Representative to represent them during the interview. If the employee requests representation by ~~their a~~ Union Steward Representative, the supervisor will send for ~~the a~~ Union Steward Representative 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.

For the University

For the Union

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

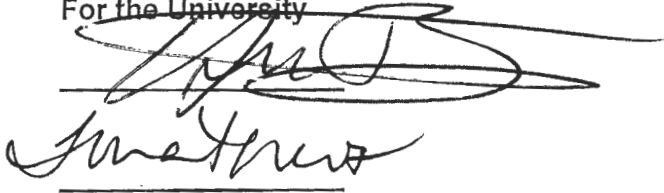
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ARTICLE 17:07

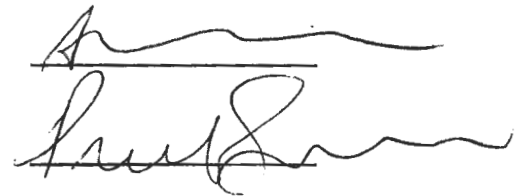
Conventions and Seminars

17:07 **Provided the leave will not unduly interfere with operations,** subject to the approval of the Designated Authority and upon written request at least ~~fifteen (15)~~ ~~twelve (12)~~ **ten (10)** working days in advance, leave of absence without pay or loss of seniority shall be granted to not more than ~~six (6)~~ ~~seven (7)~~ **ten (10)** 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.

For the University

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For the Union

A handwritten signature in black ink, appearing to be 'Paul', written over a horizontal line.

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NEW ARTICLE HH: HEALTH AND SAFETY

Health and Safety

~~40:07~~**HH:0X** 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, practices 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. In the event the University produces a report respecting occupational health and safety in the workplace, within the meaning of the Occupational Health and Safety Act, the University will provide the results of the report to the Union and those employees who are directly affected by the findings.

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.

Health and Safety Committee

HH:0X 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 in accordance with the Occupational Health and Safety Act.~~ 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 Health and Safety Committee meetings from all campuses will be forwarded to the Union office via electronic mail as expeditiously as practicable and without undue delay.

~~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

~~40:08 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.~~

40:09 One Up to three (3) worker member(s) appointed or elected by the Union, one (1) each to the St. George CUPE Local 3261, the UTM and UTSC Joint Health and Safety Committees may become a certified worker representative(s) 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.~~

40:10 The ~~Central~~ CUPE 3261 Joint Health and Safety 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. ensure that these materials are provided within thirty (30) days of receipt of the report by the University. The University shall notify the Union of workplace testing conducted for the purpose of occupational health and safety of which the JHSC has been notified pursuant to OHSA. Further, the University will provide the Union with the results of a report respecting health and safety that has been provided to the JHSC pursuant to OHSA.

The University will inform the Union of all Ministry of Labour visits to any work site where any bargaining unit employees are regularly employed.

- 40:14 Bargaining unit employees on ~~both the Joint~~ 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 Joint~~ 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.

Payment for Injured Employees Workplace Injury

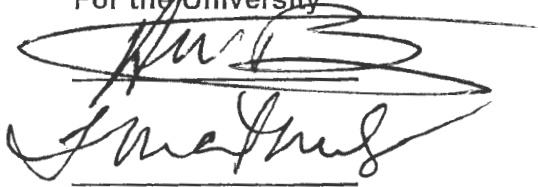
40:08 HH:0X In the event an employee is injured in the performance of his or her their duties such that the employee is required to stop work and receive medical treatment, the employee will receive their regular pay for that work day. If the injury is such that transportation immediately following the injury is required, the University will provide, or arrange for, suitable transportation to a hospital, the employee's home or other appropriate location.

HH:0X The University will provide the Union with copies of all Workplace Safety and Insurance Board (WSIB) Form 7 Employers' Report of Injury/Illness for employees injured on the job within the timeframe specified in the applicable legislation for filing a report with the WSIB.

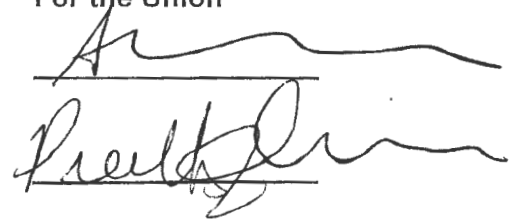
Health and Safety during Pregnancy

- 40:12 HH:0X 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.

For the University

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For the Union

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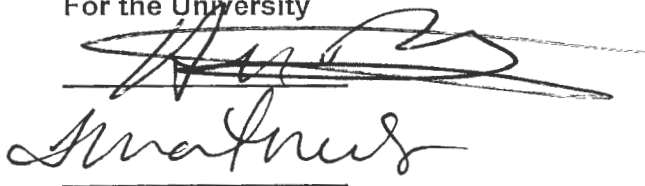
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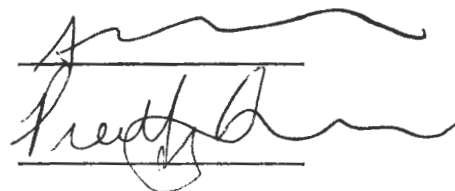
ARTICLE 38: WAGES

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~~ 2021 for the term of this Agreement.

For the University

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For the Union

A handwritten signature in dark ink is written over a horizontal line.

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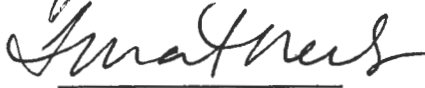
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ARTICLE 45: PRINTING OF THE AGREEMENT


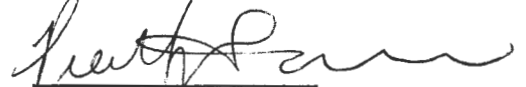
45:01 The Collective Agreement will be posted on the University's Human Resources and Equity website and the link to said website will be provided to all employees in the bargaining unit.

45:02 The parties agree to finalize the renewal Collective Agreement within ~~thirty (30)~~ **days six (6) months** of the date of its ratification.

For the University

For the Union

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

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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.

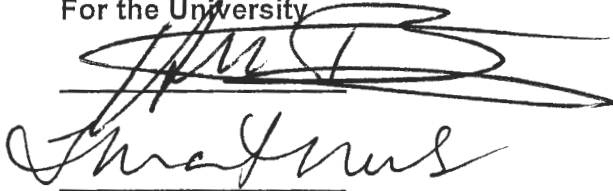
Union Dues

- 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 10th 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)~~ electronic lists with 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, temporary, or term), 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.

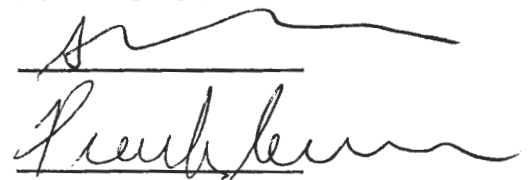
7:08 The University will provide the Union on a semi-annual basis (with a compatible electronic copy) a list of all employees who retired during the previous six (6) months. The list will include the retired employee's name, home address and telephone number on record as at their last date of employment with the University.

7:09 The Employer agrees to issue upon request from the Union in writing, a library card (valid at both Robarts Library and Bora Laskin Law Library) and a valid username/password to access the University's Campus Wireless Network to the National Staff Representative assigned to the Local Union. There shall be no charge to the Union or to the National Staff Representative(s) for the card and/or wireless access. Use of the card and/or wireless access shall be subject to the general regulations made from time to time by the University and /or the library, and the Union will be responsible for paying all user charges associated with the card.

For the University

A handwritten signature in black ink, appearing to be "Michael", written over a horizontal line.

For the Union

A handwritten signature in black ink, appearing to be "Renee", written over a horizontal line.

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

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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, **employees** shall be allowed up to four (4) days' or up to eight (8) half-days' paid leave of absence. **In the case of part-time employees, this leave shall be pro-rated in accordance with their part-time appointment.**

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

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

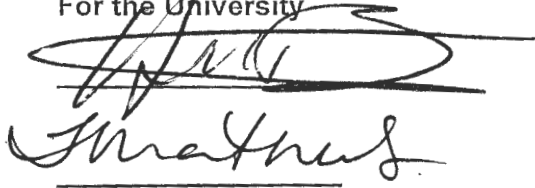
Such leave of absence shall not accrue from one year to another if not used in that year.

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

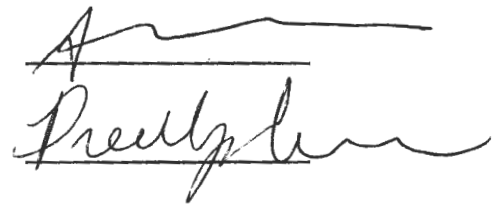
In cases of emergency the employee shall give the supervisor as much notice as possible. Such emergency leaves shall not be unreasonably withheld.

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.

For the University

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For the Union

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

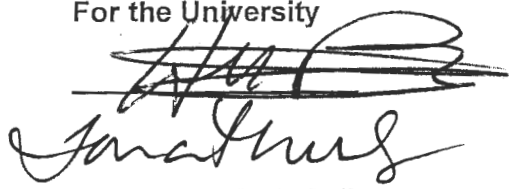
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ARTICLE 46: DURATION AND MODIFICATION OF AGREEMENT

46:01 This Agreement shall continue in effect until June 30, ~~2021~~ 2023 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.

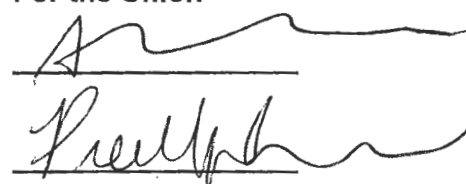
46:02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation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

For the University



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For the Union



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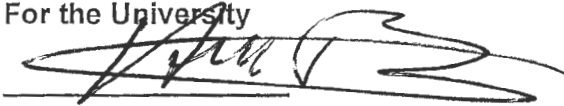

NEW ARTICLE AA: ACCOMMODATION AND RETURN TO WORK

~~21:16~~ **AA:0X** The University recognizes its duty to accommodate the disabilities of bargaining unit members under the *Ontario Human Rights Code*.

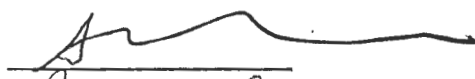

- (a) The University agrees to recognize and, to the extent outlined in this Article, to deal with three (3) Union Representatives. The University will pay for three Union Representatives to receive up to three (3) (or more as agreed to between the parties) days of appropriate training in accommodation 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 Union 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.

For the University

For the Union

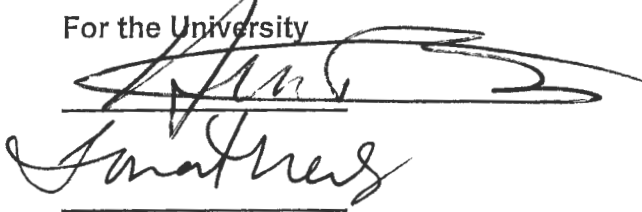
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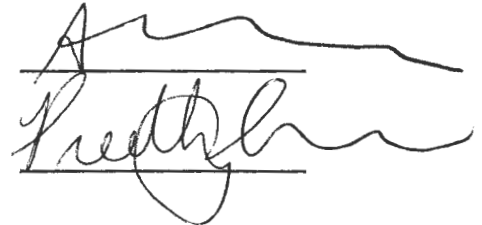
Housekeeping Items

- Replace all instances of "Human Resources & Equity" with "People Strategy, Equity & Culture"
- Replace all instances of "Executive Director, Labour Relations" with "Senior Executive Director, Labour Relations"
- Maintain original dates on all LOIs/LOUs
- Append the MOA – Consent to Conversion to the UPP to the Memorandum of Settlement and the renewal Collective Agreement
 - Delete all references/language in respect of the University of Toronto Pension Plan
- In Article 8:01 – Temporary Employees correct the typo to read "Article 28:03 Limitation on Applications"

For the University

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For the Union

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

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University of Toronto
September 27, 2022

WITHOUT PREJUDICE

~~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.~~

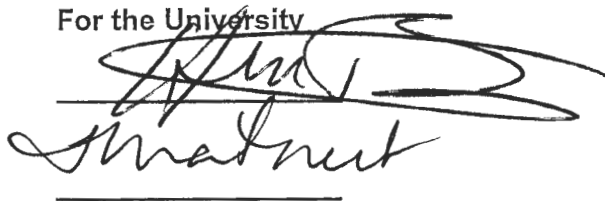
~~If requested by the Union, it is agreed that the University shall meet with representatives of CUPE within three (3) months of providing such information to discuss the material and answer questions concerning the Pension Plan.~~

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

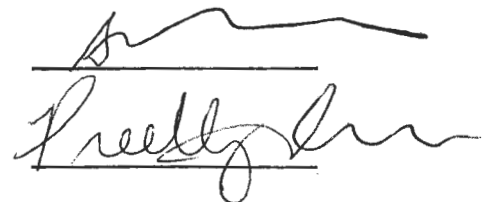
~~Yours truly,~~

~~Alex Brat
Executive Director, Labour Relations~~

~~For the University~~



~~For the Union~~



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

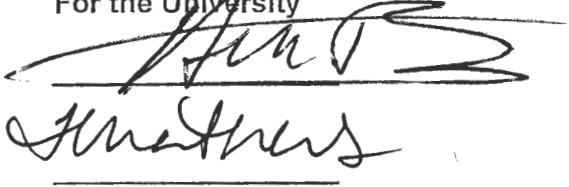
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ARTICLE 39: BENEFITS

Pension Plans

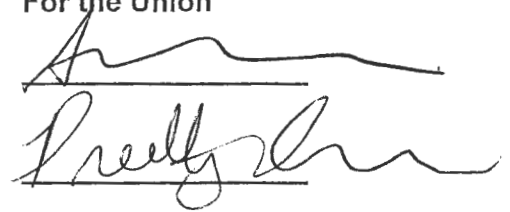
~~39:01 The Employer agrees to provide Pension Plans, details of which are set out in Schedules II/II-B and III as applicable.~~

For the University



Matthews

For the Union



Preddy

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

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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

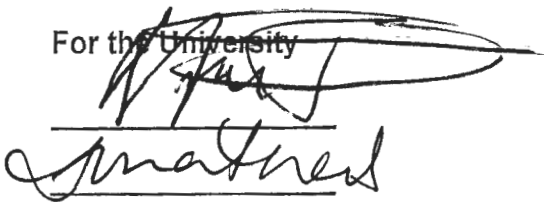
~~All regular part-time employees who hold an appointment of twenty-five (25) percent or more and whose earnings are thirty-five (35) percent or more of the Canada Pension Plan earnings ceiling are eligible to be enrolled in the University of Toronto Pension Plan. Under the provisions of the Pension 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.~~

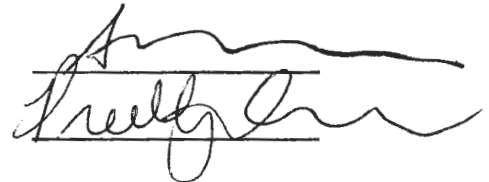
SCHEDULE III: PENSION PLAN P2614

~~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.~~

For the University



For the Union



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APPENDIX P (45)
(for inclusion in the CBA)

MEMORANDUM OF AGREEMENT ["MOA"]

BETWEEN

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

– and –

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261 (FULL-TIME & PART-TIME)
(hereinafter referred to as the "Union")

**MEMORANDUM OF AGREEMENT REGARDING CONSENT TO
THE CONVERSION TO THE UNIVERSITY PENSION PLAN (the "UPP")**

WHEREAS the University and the Union are parties to a collective agreement dated September 15, 2017 which shall expire on June 30, 2020 (the "Collective Agreement");

AND WHEREAS the parties have been discussing the conversion of the University of Toronto Pension Plan (the "Plan") to a new sector jointly sponsored pension plan, the UPP;

AND WHEREAS the parties wish to enter into this MOA to provide for the Union's consent pursuant to and in accordance with relevant provisions of the Pension Benefits Act for transition to the UPP and related amendments to the Collective Agreement;

NOW THEREFORE the parties agree as follows:

1. Consent to Conversion under the Pension Benefits Act

The terms and conditions of this MOA are conditional on the Union providing consent on behalf of all employees in the bargaining unit covered by the Collective Agreement to the conversion of the Plan to the UPP under section 80.4 of the Pension Benefits Act, including transfer of the Plan's assets and liabilities to the UPP, and will support the position of the University in its application, when made, for the approval of such conversion and transfer. For clarity, if the Union does not provide consent on behalf of all employees in the bargaining unit covered by the Collective Agreement to the conversion of the Plan to the UPP under section 80.4 of the Pension Benefit Act before March 1, 2019, then the terms and conditions of this MOA will be null and void and will not be implemented.

2. Participation in the UPP

- (a) Effective January 1, 2020, or, if later, the effective date of the UPP, employees who are active members of the Plan shall become members of the UPP ("Contingent UPP Members"), provided that they shall not accrue any service under the UPP until the later of the date that the Superintendent of Financial Services (or his or her successor) approves a transfer of the assets from the Plan to the UPP and July 1, 2021 (or such other date as the transfer may be approved or the parties may agree) (the "UT Conversion Date").

- (b) Employees who become members of the Plan on or after January 1, 2020 but before the UT Conversion Date, will be enrolled in the UPP according to the UPP eligibility provisions as Contingent UPP Members.
- (c) Effective on the UT Conversion Date, the Contingent UPP Members shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the Plan and the Plan shall, as of the UT Conversion Date cease to exist as a separate pension plan. A Contingent UPP Member who commences accruing pensionable service under and making contributions to the UPP will be referred to in this MOS as a "UT UPP Contributing Member".
- (d) Employees who are not members of the Plan as of the Conversion Date will join the UPP in accordance with its terms.
- (e) The terms of the UPP will be consistent with those terms set out in the amended Milestones Agreement dated October 18, 2018, a copy of which is attached to this MOA as Appendix A, and including any further amendments to the Milestones Agreement made in writing by the parties to it, and such other terms as are provided under the documentation establishing the UPP.

3. Member Contributions and other Changes under the Plan effective July 1, 2019

- (a) The Plan will be amended to provide for the following changes (including such other consequential amendments as are necessary or desirable to give effect to the implementation of the changes below), effective as of July 1, 2019:
 - i. Subject to receiving a waiver from CRA in respect of contributions in excess of 9% employee contributions under the Plan shall be:
 - (1) 9.2% of Pensionable Salary up to the CPP Maximum Salary; and
 - (2) 11.5% of Pensionable Salary over the CPP Maximum Salary
 - ii. The pensionable salary cap for 2019 under the Plan applicable for purposes of member contributions is \$165,000 increased by the % increase in the Income Tax Act ("ITA") Maximum pension limit for 2019. For pension benefit calculation purposes, the highest average salary will be capped at the level at which the ITA maximum pension is reached in the year of retirement or earlier termination;
 - iii. First year indexing [Sections 7.01(a) and 7.02 of the Plan] is removed from the Plan, and for greater certainty, those retiring under the Plan effective June 30, 2019 shall not have their pensions adjusted for first year indexing on July 1, 2019, except to the extent, if any, required by law; and
 - iv. Termination benefits equal to two times contributions [Sections 2.15(b), 9.02, 9.03 of the Plan] shall be removed from the Plan and for greater certainty, those terminating employment on or after July 1, 2019 will not have the option to elect this termination benefit, except to the extent, if any, required by law.

4. Salary Increase

Effective on July 1, 2019 and upon the implementation of the contribution increase referred to above a 1.37% Special One-Time-Only adjustment to June 30, 2019 base salary (not compounded with July 1, 2019 Across-The-Board increase), up to the contribution pensionable salary cap of \$165,000, for employees in the bargaining unit on July 1, 2019. The pensionable salary cap for 2019 under the Plan applicable for the purposes of member contributions is \$165,000 increased by the % increase in the Income Tax Act ("ITA") Maximum pension limit for 2019.

5. Member/employer contributions under the UPP

On the date that pension accrual starts under the UPP for the members of the Plan, the contributions shall be 50/50 and subject to change thereafter as determined by the Sponsors of the UPP, including under any Funding Policy developed by the Sponsors. 50/50 contributions on the date that pension accrual starts under the UPP are currently expected to be:

- i. 9.2% of Pensionable Salary up to the YMPE;
- ii. 11.5% of Pensionable Salary over the YMPE

6. Amendments to the Collective Agreement

On or before the UT Conversion Date, and effective as of the UT Conversion Date, the Collective Agreement or any renewal collective agreement between the University and the Union in effect on the "UT Conversion Date" will be deemed for all purposes to be amended in a manner and to the extent necessary to reflect all of the terms and conditions of this MOA, including, without limiting the generality of the foregoing:

- (a) Deletion of references to the Plan in Article 39:01 and any Schedules and/or other references to the Plan, if any;
- (b) The incorporation of "no grievance and arbitration provisions" respecting pension matters – i.e. any and all issues related to the UPP shall not constitute a "difference" between the parties for the purposes of the Ontario Labour Relations Act or the collective agreement in effect on the UT Conversion Date and must be addressed under the provisions of the UPP and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the University and the Union that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and
- (c) Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.

7. Enforcement of the MOA

This MOA shall be appended to and form part of the Collective Agreement and any renewal collective agreement in effect before the UT Conversion Date and notwithstanding the grievance

and arbitration provisions of any collective agreement, William Kaplan shall be seized as mediator arbitrator of any issues related to the interpretation, application, administration or alleged violation of this MOA. If William Kaplan is unable or unwilling to serve as mediator arbitrator than Eli Gedalof shall be seized as mediator arbitrator

8. Ratification

The representatives of the University's negotiating committee and the Union's Executive hereby agree to unanimously recommend to their principals the ratification of this MOA.

FOR THE UNIVERSITY

FOR THE UNION

Kelly Harold Hiffat
Angela M. L. L. L.
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Alan Jones
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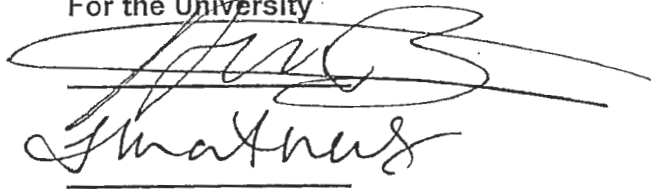
DATED AT TORONTO THIS 1st DAY of February 2019.

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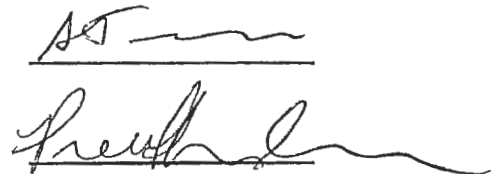
NEW - Land Acknowledgment

We wish to acknowledge this land on which the University of Toronto operates. For thousands of years it has been the traditional land of the Huron-Wendat, the Seneca, and the Mississaugas of the Credit. Today, this meeting place is still the home to many Indigenous people from across Turtle Island and we are grateful to have the opportunity to work on this land.

For the University

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For the Union

A handwritten signature in black ink, appearing to read "P. Smith", written over a horizontal line.

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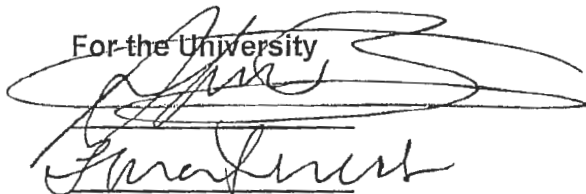
Workplace Harassment

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.

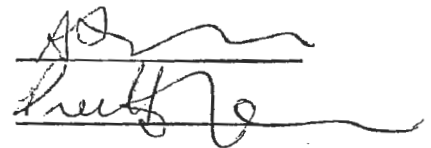
An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after 45 days have elapsed from the date the written complaint 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 **be advised they** have the right to be accompanied by a Union Representative.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references. The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

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 **be advised they** have the right to be accompanied by a Union Representative at any stage of the process.
- 4:07 ~~The time limit for making a A Report under the University's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual harassment under this Collective Agreement may be filed at any time in accordance with the Policy on Sexual Violence and Sexual Harassment. For clarity, there is no time limit for filing a Report under the Policy. 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.~~

An employee may file a grievance alleging sexual harassment or sexual violence if, after the University has exhausted available steps through the Policy, the employee is dissatisfied with the outcome; or if after sixty (60) working days from the date the written Report was finalized, signed by the employee, and submitted to the University's Sexual Violence Prevention and Support Centre, the University has not provided the employee with a response to the Report; or if the employee did not file a Report under the Policy.

If an employee files a grievance under Article 4:07, such grievance shall be filed at Step 3 of the grievance procedure. The time limits set out in Article 13:06 shall not apply to such grievances. The time limit for the University to issue a Step 3 response under Article 4:07 shall be sixty (60) working days.

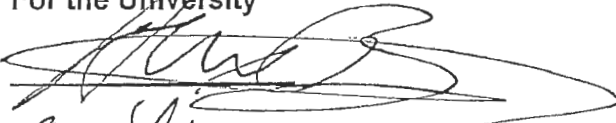
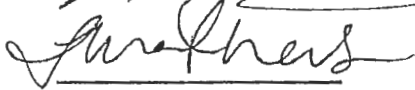
- 4:08 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 4:09 An employee who makes a report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the respondent. 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

University of Toronto
September 21, 2022



WITHOUT PREJUDICE

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.

For the University

For the Union

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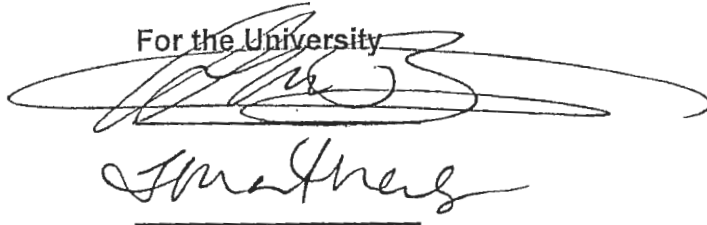
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Racial Discrimination

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.~~

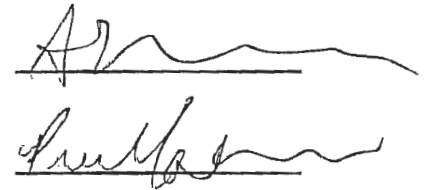
An employee may file a grievance alleging that they have been discriminated against on the basis of race if, after the University has exhausted available steps under the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment, the employee is dissatisfied with the outcome; or if sixty (60) working days have elapsed from the date the written report was finalized, signed by the employee, and submitted to the University, and the University has not provided the employee with a response to the complaint; or if the employee did not file a complaint under the Guidelines.

For the University



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For the Union



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

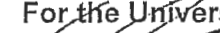
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ARTICLE 5: EMPLOYMENT EQUITY

5:01 The University and the Union are committed to equal opportunity in employment for women, ~~aboriginal~~ **Indigenous Peoples**, people with disabilities and people who because of their race, colour, sexual orientation or gender **orientation identity and expression** have been **traditionally, historically, and continue to be**, disadvantaged in Canada. **The University and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns.** 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.

For the University

For the University


Stuart Mark

For the Union

for
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ARTICLE 6: RELATIONSHIP

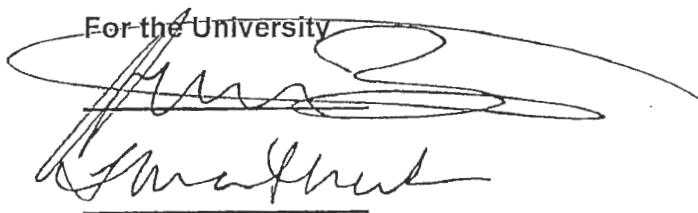
- 6:01 It is agreed that there shall be no solicitation of members, collection of dues or other Union activities on the premises of the Employer during working hours except as permitted by this Agreement.
- 6:02 The Employer agrees that the Local Union President **or Union Steward** shall be given the opportunity of interviewing each new employee once, on completion of sixty (60) working days of employment, for the purpose of informing such employee of the existence of the Union at the University. Where there are a number of employees to be interviewed, it is agreed that it shall be done on a group basis. The **President Union** will be notified of the names and classifications of all newly hired employees within the bargaining unit. The Employer shall advise the Union on a quarterly basis as to the names of the persons to be interviewed, and the time and place for such interview, the duration of which shall be reasonable but not more than sixty (60) minutes.
- 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]** <https://3261.cupe.ca>). All of this information is that of the Union, represents the views of the Union and has not been approved or endorsed by the University. You may contact your Union in person at 703 Spadina Avenue, 2nd Floor, by telephone at the Union office at (416) 946-7620, **or** 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 president@cupe3261.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.

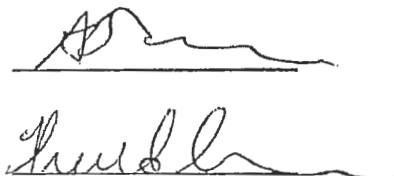
University of Toronto
September 21, 2022

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For the University

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For the Union

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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 and/or 8:08. 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.

Secondment Term Positions

8:07 Where the Employer decides to fill a vacancy created as a result of an employee taking up a secondment term position in accordance with Article SS, the position shall be posted as a 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 secondment returns to their position 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 secondment 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 secondment vacancy does not need to be posted and may be filled by a term employee for a period not to exceed two (2) years.

University of Toronto
September 22, 2022

WITHOUT PREJUDICE

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.

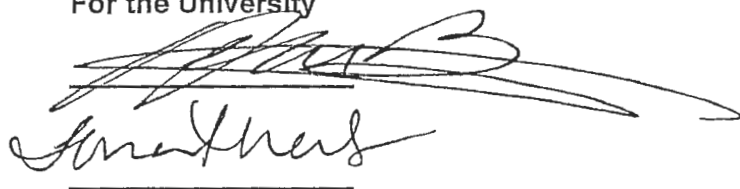
8:07~~8~~ Where the Employer decides to fill a term position for operational reasons other than as set out in Articles 8:05, and 8:06, and 8:07, the Employer shall notify the Union as far in advance as practicable. Such a position shall be posted as a term position which may be filled up to two (2) years.

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.

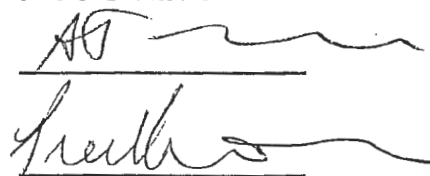
In the event that the term of appointment of a term employee is ended earlier than the end date set out in the offer of employment by reason of a regular full-time or part-time employee reverting to their former position in accordance with this Article, then the term employee shall be provided with ten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

For the University



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For the Union



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University of Toronto
September 22, 2022
5:15 p.m.

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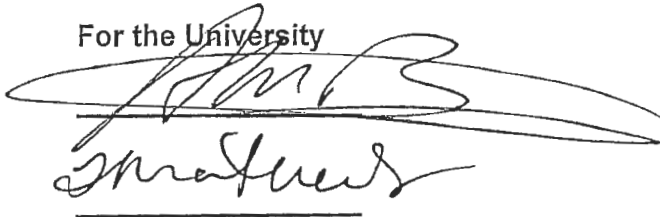
ARTICLE 10: UNION REPRESENTATION

Local Union President

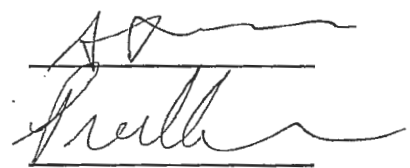
10:01 The Employer agrees that there also shall be one Union President for Local 3261, elected or appointed from any of the bargaining units represented by Local 3261. The Union will notify the Employer in writing of the appointment of the Local Union President.

Where the Employer decides to post a term vacancy to replace the position of the Union President while on Union Leave, should the Union Leave be in excess of two (2) years, the term vacancy may be extended up to the end of the Union Leave.

For the University

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For the Union

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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

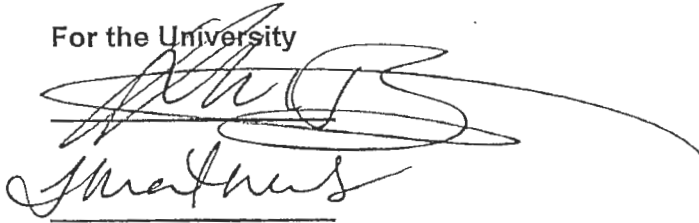
- (b) The Employer acknowledges the right of the Union to appoint or otherwise select Union Stewards who have completed their probationary period of employment as follows:

Union Stewards	<u>3235</u>
University Operations	
Caretaking	6
<u>Food Services</u>	<u>3</u>
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)	

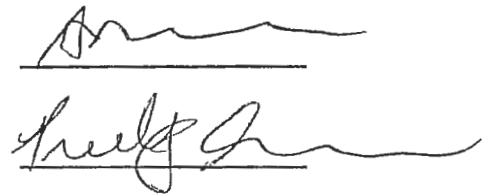
The Union will notify the Employer in writing of the names of the Union Stewards and their alternates.

- (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.

For the University

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For the Union

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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

University of Toronto
September 21, 2022

WITHOUT PREJUDICE

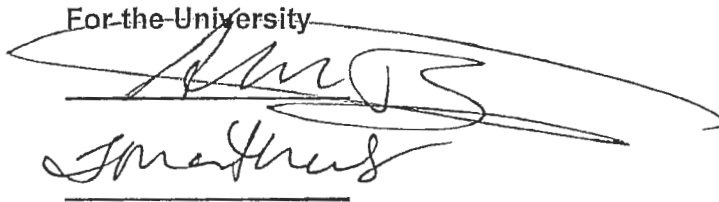
without compensation for wages lost or to make any other award it may deem just in the event there has been a violation of this Agreement by the Employer.

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.

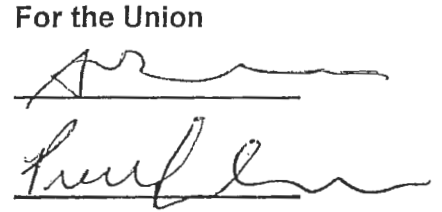
~~14:08 The decision of the board of arbitration shall be final and binding upon the parties. The decision shall be unanimous or one reached by a majority of the members of the board; provided, however, that if there is no majority decision of the board, then the decision of the chairperson shall constitute 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*.

For the University



For the Union



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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 within in fifty-two (52) seventy-eight (78) 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

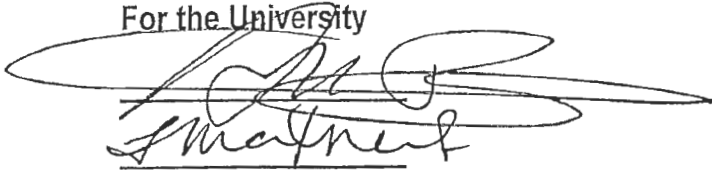
receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave 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.

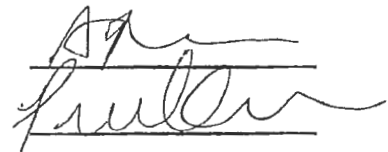
University of Toronto
September 22, 2022

WITHOUT PREJUDICE

For the University

A large, stylized handwritten signature in black ink, appearing to read 'Shahman', written over a horizontal line.

For the Union

A handwritten signature in black ink, appearing to read 'Fulker', written over a horizontal line.

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Primary Caregiver Leave and Adoption 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.

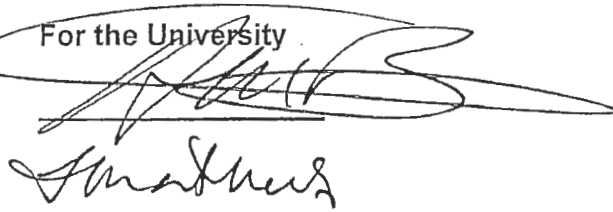
- (b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g., for a birthparent's partner, because the birth parent is unavailable or has returned to work; 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.

University of Toronto
September 22, 2022

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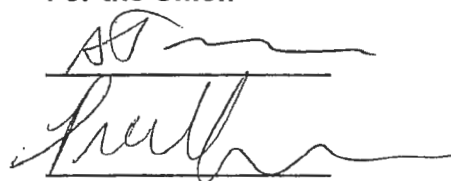
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation.
- (g) The weekly top-up payment under paragraph (d) will be calculated using the weekly EI benefit that would be payable 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*.

For the University



A handwritten signature in black ink, appearing to be 'Matthew', is written over a horizontal line.

For the Union



A handwritten signature in black ink, appearing to be 'Paul', is written over a horizontal line.

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Temporary Shift Reassignment

28:04 Where the Employer temporarily reassigns an employee 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 for reasons other than emergencies, unforeseen circumstances or situations beyond the University's control, reasonable efforts will be made to notify the employee of such change as far in advance as practicable.

Permanent Shift Reassignment

28:045 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.

28:056 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.

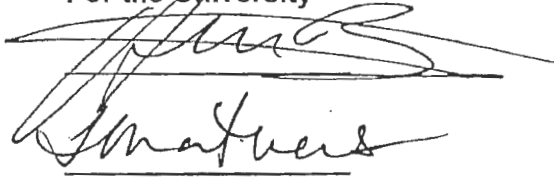
Where feasible, in the case of a permanent reassignment, the Employer will first ask for volunteers from within the specific work unit, and/or jurisdiction as determined by the Employer. The Employer shall select and assign such volunteers with regard for operational needs, and the qualifications and 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.

28:067 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.

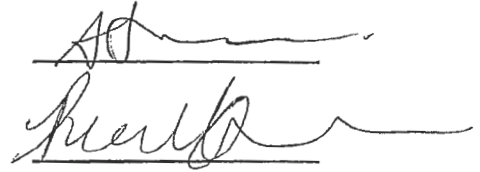
University of Toronto
September 22, 2022
5:15 p.m.

WITHOUT PREJUDICE

For the University



For the Union



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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

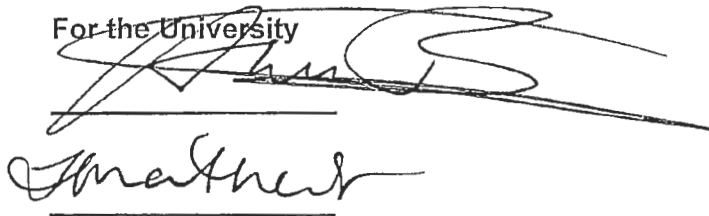
The University recognizes the need of the local Union to have a central location for files and normal office equipment for the purpose of conducting business with the administration of the University.

In addition to the central office at St. George, the University will provide a workspace with a data source at each of both UTSC and UTM. Said workspace may be shared with another bargaining unit.

2. General

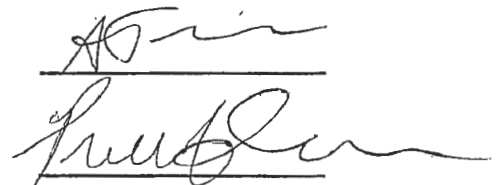
- (a) This privilege may be withdrawn if the local Union uses or allows the office space to be used for any purposes other than those set out in Section 1.
- (b) Signs may not be placed on the exterior or the interior walls of the building, except for the name of the organization on the door and on the 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.

For the University



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For the Union



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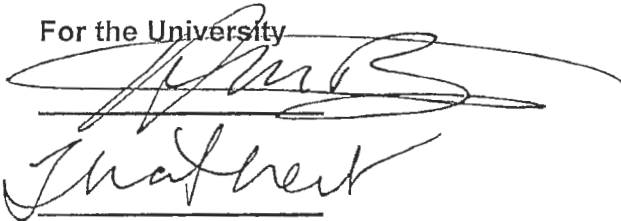
NEW ARTICLE SS - SECONDMENTS

Recognizing the benefits of secondments in building transferrable skills and for overall career development for employees, the University will consider secondment requests as follows:

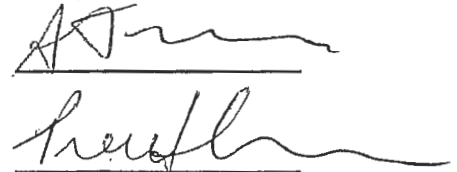
A non-probationary employee in a continuing full-time or part-time position who is the successful applicant for a term position within the University may, prior to accepting the term position, make a written request to their manager to take a temporary leave from the continuing full-time or part-time position of up to two (2) years so that the employee may return to their continuing full-time or part-time position at the end of the term position. The manager's decision to grant or deny a secondment shall be based on reasons of operational efficiency and service effectiveness.

The employee will return to the continuing full-time or part-time position that is being held for them at the end of the temporary leave if the position still exists. If the former position does not exist, the provisions of Articles 16:06 to 16:13 (layoff) shall apply.

For the University

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For the Union

A handwritten signature in black ink, appearing to be 'A. J. M.', written over a horizontal line.

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University of Toronto
September 21, 2022

WITHOUT PREJUDICE

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,

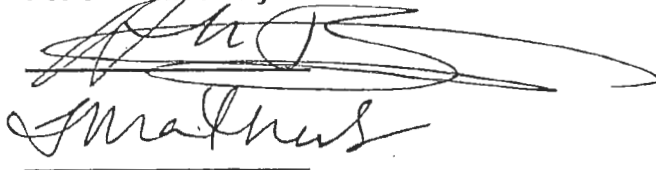
It is agreed that during the life of the Collective Agreement where the President of the Local is employed by the University of Toronto Press or the Faculty Club, and has been granted a full-time leave of absence to serve employees represented by Local 3261, the University shall reimburse the Local on 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,

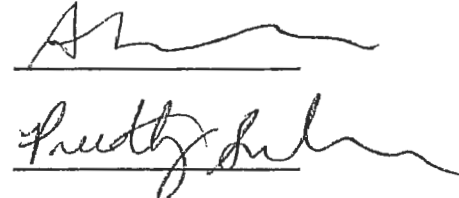
Alex Brat
Sr. Executive Director, Labour Relations

For the University



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For the Union



A handwritten signature, likely of Preethy Sivakumar, written over a horizontal line.

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University of Toronto
September 21, 2022

WITHOUT PREJUDICE

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

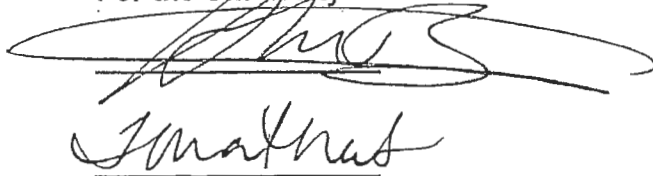
Dear Ms. Sivakumar,

~~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 s Supports~~ that may be considered include but are not limited to leaves of absence under various provisions of this Collective Agreement, short-term emergency housing, assistance in finding longer-term housing, 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,

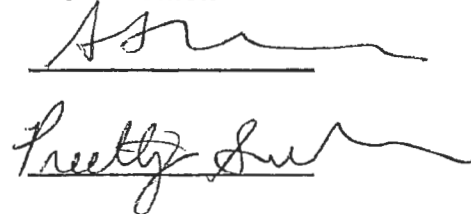
Alex Brat
Sr. Executive Director, Labour Relations

For the University



Imathrus

For the Union



Preethy Sivakumar

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University of Toronto
September 22, 2022

WITHOUT PREJUDICE

LETTER OF UNDERSTANDING: EMPLOYMENT EQUITY

September 14, 2020 DATE

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~~ continue the joint Employment Equity Advisory Committee with the Union. The Committee will meet within sixty (60) days of the date of ratification of this Collective Agreement, and quarterly thereafter. 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 People Strategy, Equity & Culture~~ 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.

In support of the Committee's commitment to Employment Equity, the Committee will engage in meaningful discussions in respect of the Employment Equity Survey, including feedback on survey content and structure, review and analysis of report(s) of employment equity data, and strategies for fostering greater participation in the Survey.

Discussions of the Committee will include identification of employment equity barriers and potential avenues to address such barriers, including the possibility of creating training and mentoring opportunities.

Data and information will be made available to the Committee at an aggregate level such that identification of any individual employee is not possible. The University will provide the same data for the CUPE 3261 Full-Time & Part-Time bargaining unit as contained in the Employment Equity Annual Report, subject to the availability of the data and all applicable confidentiality restrictions. Updated data will be extracted annually, and provided to the Committee.

~~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
Sr. Executive Director, Labour Relations

For the University

~~Shaw~~
Shawners

For the Union

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Full

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