

WEDNESDAY, MAY 10, 2023 @ 4:00PM

WITHDRAWN IF NOT ACCEPTED BY THURSDAY, MAY 11, 2023 @ 11:59PM

MEMORANDUM OF AGREEMENT

BETWEEN

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


-and-

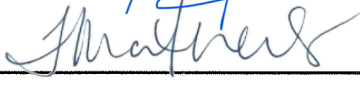
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3261 - CASUAL
(hereinafter called "the Union")

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, 2020 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 _____ are incorporated.

FOR THE UNIVERSITY






Lou-Anne Hill




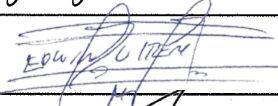
Carol Kayitaba


Tony DeGregorio

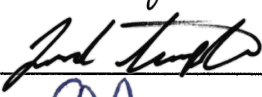



FOR THE UNION

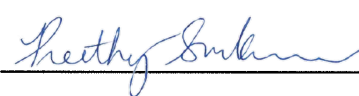












DATED AT TORONTO THIS 10 DAY OF MAY 2023

University of Toronto Economic Proposal - CONFIDENTIAL – May 10, 2023 @ 4:00PM

1) Across-the-Board (ATB) increases and adjustments to Schedule I: Wage Rates – Casual

July 1, 2020 1.0% ATB increase to be applied to June 30, 2020 base salary

July 1, 2021 2.6% ATB increase to be applied to June 30, 2021 base salary

July 1, 2022 2.7% ATB increase to be applied to June 30, 2022 base salary

- The above-noted ATB increases will be applied retroactively only for those employees who are actively employed in the bargaining unit on the date of ratification.
- Further, effective date of ratification, all wage rates listed in 'Schedule I: Wage Rates – Casual' of the 2020-2023 Collective Agreement that are below \$16.55 per hour after the above-noted ATB increases have been applied shall be increased to \$16.55 per hour.

2) Effective July 1, 2023 add new provision for two (2) paid sick days per calendar year as set out in new Article XS: Sick Time (as attached).

3) Employees actively employed in the bargaining unit shall be entitled to participate in the University's Employee and Family Assistance Program (EFAP).

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.

ARTICLE XS – SICK TIME

EFFECTIVE JULY 1, 2023

XS:01 Sick time is defined as absence because of an employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable.

XS:02 Effective July 1, 2023 an employee shall be entitled to paid sick time as set out below:

(a) The paid sick time entitlement shall be for one (1) scheduled shift between January 1st and June 30th inclusive, and one (1) scheduled shift between July 1st and December 31st inclusive, in each year of the Collective Agreement. Unused paid sick time shall not be accrued or banked.

(b) The paid sick time will equal the wages that would have been payable for the scheduled shift, less deductions required by law.

XS:03 Any sick time other than the paid sick time set out in Article XS:02, above, shall be without pay.

XS:04 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work.

XS:05 An employee may, with prior warning from their manager, be required to provide a doctor's certificate certifying that the employee is unable to carry out their normal duties due to illness.

For the University

For the Union

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SCHEDULE II: SAFETY SHOE OR BOOT ALLOWANCE

Where the Employer requires safety shoes or boots to be worn as a condition of employment, upon proof of original receipt the Employer will pay to the employee a safety shoe or boot allowance up to one hundred and seventy five (\$175.00) dollars annually. To be eligible to receive the safety shoe or boot allowance, an employee must have served a minimum of one **(1) term or fifteen (15) shifts worked, whichever occurs first,** in the employing department. The employing department will then pay the employee the safety shoe or boot allowance at the beginning of the second term of employment with the same employing department. Safety shoes or boots must be Canadian Standards Association approved and be in serviceable condition as determined by the employee's supervisor or designate. **For clarity, only one (1) pair of safety shoes or boots will be reimbursed annually.**

For the University

For the Union

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LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE

September 21, 2017

Ms. Leanne MacMillan Mr. Cesar Serrano Valdivia

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

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

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, 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, and the Sexual Violence Prevention and Support Centre.

The University and the Union agree that, pursuant to the *Employment Standards Act, 2000*, eligible employees will be entitled to up to ten (10) full days of domestic or sexual violence leave every calendar year whether they are employed on a full-time or part-time basis. Employees are eligible for such leave if they or their child(ren) have experienced or been threatened with domestic or sexual violence.

An employee will give notice that they are taking such leave and provide any related documentation and correspondence to the Family Care Office.

All of the eligibility criteria and evidentiary requirements in the *ESA* shall also apply.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

For the Union

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LETTER OF INTENT: CONVERSION TO REGULAR PART-TIME

September 21, 2017 DATE

Ms. Leanne MacMillan Cesar Serrano Valdivia

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

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

During the recent collective bargaining negotiations, the Union expressed concern about situations where some bargaining unit employees have been classified as Casual whereas the regular, on-going nature of the work such employees are performing suggests they may be more appropriately classified as Regular Part-Time employees.

To address this concern, the University has undertaken a review of all Casual employees in the bargaining unit to determine which employees meet the following criteria for conversion from Casual to Regular Part-Time:

- Current active employment status;
- Has worked in the same job for the equivalent of at least forty percent (40%) of the number of hours that represents the normal full-time workload in their own Department and Classification per bi-weekly pay period (e.g. 32 hours per bi-weekly pay period where 80 hours represents the normal full-time workload, 30 hours per bi-weekly pay period where 75 hours represents the normal full-time workload, etc.) in at least twenty-three (23) bi-weekly pay periods per year during the past two (2) years.

Full-time students and/or all hours worked by full-time students are not eligible for conversion.

As a result of this review, the University agrees that the following list of Casual employees shall be given the option to be converted to Regular Part-Time status upon ratification of the renewal Collective Agreement and the University shall convert to Regular Part-Time status each such employee who elects to be so converted:

*(see list)

Further, the University will undertake a review of all Casual employees in the bargaining unit on **a quarterly basis an annual basis on or about October 1st**. The University shall determine which, if any, Casual employees meet the criteria set out above and shall give those Casual employees who meet the criteria the option to be converted to Regular

Part-Time status, and shall convert to Regular Part-Time status those employees who elect to be so converted.

~~For clarity, the University shall undertake the first such annual review on or about October 1, 2014 and shall determine which, if any, Casual employees meet the criteria set out above during the two (2) year period commencing from the first full bi-weekly pay period in October, 2012 to the last full bi-weekly pay period in September, 2014 inclusive.~~ The University shall give those Casual employees who meet the criteria the option to be converted to Regular Part-Time status, and shall convert to Regular Part-Time status those employees who elect to be so converted.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

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 Intent/Understanding for the term of the renewal Collective Agreement:

- Letter of Intent: Gratuities – Food & Beverage Service Staff – **RENEW**
- Letter of Intent: Accommodation – **RENEW**
- Letter of Intent: Departmental Data Regarding Employment of Casual Employees – **RENEW**
- Letter of Intent: CPR and First Aid Training – **RENEW**
- Letter of Intent: Workplace Violence – **RENEW**
- Letter of Intent: University of Toronto Server Training Programme – **RENEW**
- Letter of Intent: Conversion to Regular Part-Time – **RENEW AMEND**
- Letter of Intent: Vacancies – **RENEW**
- Letter of Intent: Flag Protocol & International Day of Mourning – **RENEW**
- Letter of Intent: Preferred Hiring – Campus Moving – **RENEW**
- Letter of Intent: 'Sessional' Casual Employees – **RENEW**
- Letter of Intent: Legislative Changes – **DELETE**
- Letter of Understanding: Domestic Violence - **AMEND**

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”
- Replace all instances of “Leanne MacMillan” with “~~Preethy Sivakumar~~” “Cesar Serrano Valdivia”
- Delete reference to “Ontario Liquor Servers Minimum Wage Rate” from Schedule I: Wage Rates - Casual

For the University

For the Union

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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

For the Union

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

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ARTICLE 4: NO DISCRIMINATION

4:01

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

4:02 The Employer and the Union shall not discriminate against an employee because of membership or activity in the Union, or the exercise of the employee's lawful rights, or with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, gender identity, gender expression, marital status, family status, religion, nationality, ancestry or place of origin, ethnic origin, political affiliation or belief, record of offences unless the employee's record of offences is a reasonable and *bona fide* qualification because of the nature of employment, sexual orientation, sexual minority, place of residence, **physical handicap** or disability, providing that such **handicap or** disability does not clearly prevent the carrying out of the required duties. Employees covered by this Agreement who feel that they have suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

For the University

For the Union

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LETTER OF INTENT: EMPLOYMENT EQUITY

DATE

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

Dear Ms. Sivakumar,

Within ninety (90) days of the ratification of this Collective Agreement, the University and the Union agree to meet at a Full-Time & Part-Time Union/Management Committee meeting to discuss increasing casual employee participation in the University's voluntary Employment Equity Survey, and improved reporting on casual employee metrics.

Yours truly,

Alex Brat
Senior 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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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 11:07 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 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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ARTICLE 5: RELATIONSHIP

- 5:01 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.
- 5:02 The Employer agrees that the Local Union President or designate, shall be given the opportunity to meet periodically with new employees for the purpose of informing them about the Union. Where possible, the Employer will allow the Union President up to sixty (60) minutes during normal orientation or training sessions to meet with new employees as a group once per term.

As an alternative the Employer will co-operate with the Union in arranging meetings with new employees.

- 5:03 ~~a) The Employer shall include in its written employment offers the following statement: "A statement about the Union prepared by the Union, along with other information about the Union can be found on the Union's website ([WEB ADDRESS]). All of this information is that of the Union, represents the views of the Union and has not been approved or endorsed by the University. You may contact your Union in person at 703 Spadina Avenue, 2nd Floor, by telephone at the Union office at (416) 946-7620, by cellphone at (416) 738-4491 or by fax at (416) 946-7621. You may also contact your Union by email at service.workers@utoronto.ca."~~

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

Information to Employees

The Employer agrees to inform all new employees that a Union Agreement is in effect.

The hiring Department shall provide to all employees a one-page (letter-size, single or double-sided) statement about the Union, prepared by the Union, provided that the statement is first forwarded to the Senior Executive

Director, Labour Relations (or designate) for information and approval as to its factual accuracy. If the Senior Executive Director, Labour Relations (or designate) does not provide notification of errors or inaccuracies to the Union within two (2) weeks of receiving the statement, the information shall be presumed to be acceptable. The statement shall be provided at or prior to the start of duties.

For the University

For the Union

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6:05 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 (where available), date of hire, home address, home telephone number, work email address (where available), employment status (casual), **number of hours worked on a monthly basis, gross pay in the pay period,** newly hired employees (i.e. casuals newly entering the bargaining unit), terminated employees (i.e. casuals no longer part of the bargaining unit), WSIB leaves of absence (casuals), the department, the classification, **student status if applicable,** and the campus location of the aforementioned employees.

~~On a quarterly basis the Employer will also provide a list of employees' student status (where applicable).~~

The Employer will provide Casual employees with a University of Toronto email address as available, and will advise them of their personnel number.

For the University

For the Union

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Union Representative

8:02

- (a) The Employer encourages the Union to appoint or otherwise select a Union Steward ~~for the departments~~ as set out below:

<u>Department Campus</u>	<u>Union Steward</u>
University College	4
Faculty of Kinesiology and Physical Education	4
University of Toronto Mississauga	4
Athletics and Recreation	4
Facilities Management and Planning	4
University of Toronto Scarborough	4
Parking/ Facilities Management/ Campus Safety & Security	4
Athletics and Recreation	4
Robarts Library - Building Patrol	4
Division of Comparative Medicine	4
University Operations, St. George	4
Garetaking	4
Campus Moving /Grounds	4
Hart House	4
WalkSmart/Walksafer/Building Patrol - St. George	4
Food & Beverage Services (all)	4
<u>St. George</u>	<u>12</u>
<u>University of Toronto Mississauga</u>	<u>2</u>
<u>University of Toronto Scarborough</u>	<u>2</u>

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

Union Stewards must be actively employed and have completed their probationary period.

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

- (b) Casual Stewards shall be limited to representing employees in this bargaining unit.
- (c) Stewards under the Full-time and Part-time Collective Agreement may act as Stewards under this Collective Agreement provided that no qualified casual employee is also acting as a Steward in the aforementioned department and/or campus location.
- (d) Stewards will be required to request leave from their supervisors before leaving their place of work and to report back to the supervisor on returning to work.

For the University

For the Union

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Negotiating Committee

8:03 For the purpose of negotiating a Collective Agreement pursuant to Article 32 the Employer will recognize the Local Union President pursuant to Local 3261's by-laws and up to four (4) employees of the Employer as the Union's Bargaining Committee. The Bargaining Committee shall be given time off during their normal working hours without loss of pay while attending negotiation meetings with the Employer. Any member of the Bargaining Committee who normally works on the afternoon or night shift will be given time off with pay to attend negotiation meetings with the Employer. If more than one representative works in the same department, the Employer may not be able to release more than one of them at any one time for meetings contemplated in this article. In the event that negotiation meetings occur when Bargaining Committee members are not scheduled to work, then the Employer agrees to pay up to four (4) employees who are members of the Bargaining Committee up to eight (8) hours' pay at their regular wage rate for attending meetings to negotiate amendments to the Collective Agreement.

Further, up to four (4) members of the Bargaining Committee shall each be granted as preparation time ~~one-half (1/2) day off with pay at four (4) hours' pay for each year of the term of the Collective Agreement to be renewed~~ two (2) days off with pay at eight (8) hours regular straight time pay. All of this preparation time off work shall be scheduled at a mutually agreeable time.

For the University

For the Union

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Arbitration and Mediation Leave

8:05 The Employer agrees that ~~the Chief a~~ Steward and the grievor involved in the processing of the grievance shall not suffer any loss of regular wages during their attendance at arbitration or mediation hearings. It is understood no payments for time lost shall be made for attendance at such hearings to Union witnesses.

For the University

For the Union

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Disciplinary Interview

9:02 When an employee is summoned to the supervisor's or manager's office for an interview concerning discipline, or a meeting conducted as part of an investigation that is likely to lead to the employee's suspension or discharge, prior to discussing the matter with the employee, the supervisor will inform the employee of their right to ~~have their~~ **Union Steward present Representation**. The employee may, if they so desire, request the presence of ~~their a~~ **Union Steward Representative** to represent the employee 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. Whether a Union Steward is called or not, the Union Local President will be advised in writing or via electronic mail within two (2) working days (48 hours) of the facts of the disciplinary action and the reason therefor.

Where there is no Union Steward available in the employing department, either a Full-Time or Part-Time Union Steward or the Union Local President will be allowed to attend the disciplinary meeting should the employee so desire. The Union Steward or the Union Local President must be available to attend the meeting within a reasonable time period and should they not be able to attend within a reasonable time period the disciplinary meeting will proceed. A reasonable time period shall be no longer than three (3) working days. The Union will make available a representative within thirty six (36) hours to attend such a meeting before discipline is imposed.

For the University

For the Union

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ARTICLE 12: ARBITRATION

- 12:01 If the grievance is not settled at Step Three, 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 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 arbitrator.
- 12:02 The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of the party's 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 Minister of Labour for Ontario to appoint an arbitrator.
- 12:03 Each party shall jointly and equally bear the fees and expenses of the arbitrator and nominee, if any. No grievance may be submitted to an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.
- ~~12:04 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.~~**
- 12:05 In the event an arbitrator/~~board of arbitration~~ properly deals with a matter relating to discharge or other disciplinary action, the arbitrator/~~board of arbitration~~ has the authority to reinstate an employee with or without compensation for wages lost or to make any other award it may deem just in the event there has been a violation of this Agreement by the Employer.
- 12:06 An arbitrator/~~board of arbitration~~ shall not have any authority to make any decision which is inconsistent with the terms of this Agreement nor to add to, subtract from, or amend any of the terms of this Agreement. The jurisdiction of the arbitrator/~~board of arbitration~~ 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/~~board of arbitration~~ shall be final and binding upon the parties.

~~12:07 Policy or group grievances as set out in Articles 11:08 and 11:09 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 12:04. 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 12:01 and 12:03 inclusive.~~

~~12:08 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.~~

12:09 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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NEW

Shift Cancellation

16:05 In the event that the University exercises its discretion to cancel an employee's shift 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 cancellation as far in advance as practicable. Should the University fail to notify an employee for such cancellation at least twenty-four (24) hours prior to the employee's scheduled starting time for that shift, the University shall pay the employee the employee's assigned hours of work for that shift at the employee's regular hourly rate.

For the University

For the Union

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ARTICLE 19: SENIORITY

19:01 A casual employee shall not acquire seniority during the term of casual employment, but should the employee be subsequently hired as a regular Full-Time or Part-Time employee within twelve (12) months of last casual employment, all hours previously worked during the period as a casual employee shall be considered as accrued seniority on the basis of one (1) year's seniority for every 2080 hours worked. ~~It shall be the responsibility of the employee to adduce evidence of the number of hours worked.~~

For the University

For the Union

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ARTICLE 22: BEREAVEMENT LEAVE

22:01 ~~If a person described below as “immediate family” (or a person whose relationship is not defined below, the impact of which is comparable to that of the immediate family,) in relation to a casual employee dies when the casual employee is at work, then the employee shall be granted bereavement leave with pay for the remainder of the scheduled shift.~~

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

The University will grant up to five (5) consecutive days of leave with no loss of pay for scheduled shifts at the time of death of an employee’s spouse or same-sex partner, children (including step-children), grandchildren, parents, parents-in-law, sibling (including step-brother, step-sister), brother-in-law, sister-in-law, and grandparents, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend).

If shift(s) for the employee have not yet been scheduled at the time the need for the bereavement leave arises, but would have been scheduled in the absence of the bereavement leave, then the employee will be paid for any shift(s) that would have been scheduled if the employee were not on bereavement leave during the five (5) consecutive day leave period.

For clarity, scheduling in all circumstances is determined at the sole discretion of the employee’s supervisor.

For the University

For the Union

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23:04 **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)~~ **ten (10)** working days in advance, leave of absence without pay shall be granted to not more than four (4) 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 ~~ten (10)~~ **fifteen (15)** working days per year for each employee to whom such leave is granted.

For the University

For the Union

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ARTICLE 32: ACCOMMODATION / RETURN TO WORK

32:01 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 representatives as determined under Article 21:16 of the CUPE 3261 Full-Time & Part-Time Collective Agreement to deal with accommodation issues involving Casual employees. These representatives may deal with accommodation issues involving those employed under this Collective Agreement.
- (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.

Where the University proposes a particular measure of accommodation, or does not adopt a proposal by an employee/Union of a particular measure of accommodation the University shall provide the member of the Accommodation Committee with the reasons for the proposal or denial at the Union's request.

- (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 Two.**

For the University

For the Union

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NEW ARTICLE HH: HEALTH AND SAFETY

Health and Safety

HH:01

8:06 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 the health and safety of others.

Health and Safety Committee

HH:02

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 11 and 12 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

~~8:07 In the event an employee is injured in the performance of 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:03

8:08 One worker member appointed or elected by the Union to the St. George CUPE Local 3261, the UTM and UTSC Joint Health and Safety Committees may become a certified worker representative on the Committee if requested by the Union. These Committees are the same Committees as for the Full-Time and Part-Time bargaining unit, and may include casual employees and shall give due consideration to the issues of the Casual bargaining unit.

8:09 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 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.

- 8:10** 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

HH:04

In the event an employee is injured in the performance of 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:05

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

HH:06

- 8:14** 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 Environmental Health and Safety. Where risks or hazards are identified by EH&S through such an assessment the University will arrange reasonable accommodation where appropriate.

For the University

For the Union

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**LETTER OF INTENT: U OF T EMPLOYEES SIGN-IN PORTAL ON
JOBS.UTORONTO.CA**

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 term of this Collective Agreement, the University and the Union agree to meet at a Full-Time & Part-Time Union/Management Committee to discuss permitting CUPE 3261 Casual employees the ability to access the 'UofT Employee Sign-In' portal on the jobs.utoronto.ca website, as opposed to the 'External Sign-In/View Profile' portal.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

For the Union

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