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, 2017 to June 30, 2020.

3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expires on June 30, 2017, provided, however, that the following amendments are incorporated:

   a. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto

4. The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically and expressly noted.

5. All attached items numbered 1 to 30 are incorporated.

FOR THE UNIVERSITY

FOR THE UNION

Subject to errors commissions

Sept. 15, 2015 2:56 AM

Alexandra

Ann Macdonald

Peggy Wilt

Michel
ARTICLE 32: DURATION AND MODIFICATION OF AGREEMENT

32:01 This agreement shall be binding and continue in effect until June 30, 2017 2020, 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 next preceding the expiration date of this agreement, that it desires to amend or terminate it.

32:02 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
[Signature]

For the Union
[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Schedule I: Wage Rates - Casual

Effective October 1, 2017, all wage rates listed in 'Schedule I: Wage Rates – Casual' of the 2014-2017 Collective Agreement shall be increased by 1.8% with the exception of the wage rate for the 'Hospitality Worker (Tips) – Casual' classification which shall continue to be equivalent to the Ontario “Liquor Servers Minimum Wage” rate.

Further, effective October 1, 2017, all wage rates listed in 'Schedule I: Wage Rates – Casual' of the 2014-2017 Collective Agreement that are below $15.00 per hour after the 1.8% increase above has been applied shall be increased to $15.00 per hour with the exception of the wage rate for the 'Hospitality Worker (Tips) – Casual' classification which shall continue to be equivalent to the Ontario “Liquor Servers Minimum Wage” rate.

Further, effective October 1, 2017, the 'Sr. Hospitality Worker (Non-Tips) – Casual' classification start rate shall be $16.00 per hour, the 12 month rate shall be $16.35 per hour, and the 24 month rate shall be $16.75 per hour.

For clarity and for reference, the amended ‘Schedule I: Wage Rates – Casual’ which shall appear in the 2017-2020 renewal Collective Agreement and which includes all of the above changes is attached hereto.

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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1 Hospitality Worker (Tips) - Casual - equivalent to Ontario 'Liquor Servers Minimum Wage' Rate

- ** - New Start
- Start
- Start Rate only for Hospitality Worker (Non-Tips) Casual
- Level 01
NEW - LETTER OF INTENT: Legislative Changes

DATE

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

Dear Ms. MacMillan,

In the event that any legislation is passed that legally requires any adjustment(s) to any of the wage rates in 'Schedule I: Wage Rates – Casual' in order to bring the University in compliance with said legislation, then such adjustment(s) will be implemented and will become effective on May 1, 2019, notwithstanding the provisions of this Collective Agreement or any legislation which may permit a later effective date.

For clarity, the 'Hospitality Worker (Tips) – Casual' classification shall continue to be equivalent to the Ontario “Liquor Servers Minimum Wage” rate in accordance with existing applicable legislation.

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.
ARTICLE 17: PAID HOLIDAYS

17:01 All employees covered by this Agreement shall be granted the following holidays:

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

In order to be paid for the holiday, the employee must meet the entitlement criteria as set out in Article 17:02.

All employees required to work on any of the above holidays as set out in Article 17:03, and who qualify as set out in Article 17:02, will receive pay for time worked on such holidays at one and one-half (1½) times their rate, in addition to the paid holiday pay in accordance with Article 17:04.

In the case of statutory holidays only, i.e. holidays in accordance with the Employment Standards Act, 2000, all employees required to work on either the statutory holiday or an alternate day of observance designated by the Employer in accordance with Article 17:03, will receive pay for time worked on either the statutory holiday or the alternate day of observance designated by the Employer at one and one-half (1½) times their regular rate in addition to the paid statutory holiday pay in accordance with Article 17:04. For clarity, no employee shall receive pay for time worked on both the statutory holiday and the alternate day of observance at one and one-half (1½) times their regular rate.

Those employees who do not qualify for holiday pay and are required to work on any of the above holidays will receive pay for time worked on such holiday at one and one-half (1½) times their regular rate.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 people, people with disabilities and people who because of race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada.

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 his/her 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. Any-person Employees covered by this Agreement who feel that he/she has suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

Workplace Harassment

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

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after 45 days have elapsed from the date the written complaint was brought to the attention of the University, identifying the conduct alleged to constitute workplace harassment, the University has not provided the employee with a response to the complaint. Such grievance will be filed at Step 3 of the grievance procedure. If not resolved at Step 3, the parties may agree to mediation or facilitation before an agreed upon mediator or facilitator before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

During any internal steps taken to resolve the situation, employees shall have the right to be accompanied by a Union representative.
Sexual Violence and Sexual Harassment

4:04 Sexual harassment shall be considered discrimination under Article 4.04 of this Agreement. Harassment based on sex includes:

(a) Unwanted sexual attention of a persistent or abusive nature, by a person who knows or ought reasonably to know that such attention is unwanted; or

(b) A course of physical or verbal conduct, or other forms of communications occurring while a member is in the employ of the University or acting on behalf of the University, that is directed at one or more specific individuals, that emphasizes the sex or sexual orientation of the individual or those individuals in a manner which the actor knows or ought reasonably to know creates for that individual or those individuals an intimidating, hostile, or offensive working environment and that exceeds the bounds of freedom of expression or academic freedom as they are understood in the University policies and accepted practices, including but not restricted to those explicitly adopted; or

(c) Implied or expressed promise of reward for complying with a sexually oriented request; or

(d) Implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.

4:06 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 “every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee.” For further clarity, the current Ontario Human Rights Code defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.” For further clarity, the University’s current Policy on Sexual Violence and Sexual Harassment defines “sexual harassment” as including: “any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.”

4:06 Employees making a report under the University’s Policy on Sexual Violence and Sexual Harassment shall have the right to be accompanied by a Union representative at any stage of the process.
The time limit for making a report under the University's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual harassment under this Collective Agreement shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the report/grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee's control prevented the employee from grieving within the time limit.

A grievance alleging sexual violence or sexual harassment shall be filed at Step 3. The Executive Director, Labour Relations (or designate) will give a written decision to the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 12 of this Collective Agreement.

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

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.

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

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.

Sexual Harassment-Grievance

An employee may elect to submit a grievance alleging sexual harassment under the collective agreement or to file a complaint under the University's Sexual Harassment Policy:

(a) An employee who elects to file a grievance under the collective agreement shall, if he or she wishes, have access to the mediation process in the University's Sexual Harassment Policy prior to Step 1 of the grievance procedure and may be accompanied by a Union representative during the process, if he/she chooses. An employee may withdraw from the mediation process at any time and resume the grievance process. Where the person normally hearing the grievance is the alleged harasser, the grievance shall be automatically forwarded to the next step in the grievance procedure.

(b) Employees electing to proceed with a complaint under the University's Sexual Harassment Policy shall have the right to be accompanied by a Union representative at any stage of the process.
(e) The time limit for filing a complaint under the University's Sexual Harassment Policy or a grievance alleging sexual harassment under this collective agreement shall be no longer than six (6) months after the occurrence of the matter, which is the subject of the complaint/grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) months.

The provisions of this clause may not be utilized by an employee where the subject matter of the complaint is or has been or becomes the subject of a complaint to the Human Rights Commission under the Human Rights Code.

No Reprisal

4:0612 The University and the Union agree that every employee has a right to a workplace free of harassment, discrimination, reprisal or retaliation.

Accordingly, every employee may bring forward, provide information regarding, assist, or otherwise be involved in the resolution of a complaint without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge, whether that complaint is brought forward through a grievance under the collective agreement or a complaint in accordance with another University Policy or Guideline, provided that the employee is not acting in bad faith or in a manner that is vexatious or otherwise clearly improper.

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

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

Racial Discrimination

4:13 An employee who files a grievance under the collective agreement alleging that they have been discriminated against because of race contrary to Article 4:02 may, if they choose, meet with the University's Anti-Racism & Cultural Diversity Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union representative if they so choose. Thereafter an employee may resume the grievance process.

General Harassment

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

For the University

For the Union

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
It is agreed that the Employer will provide the Secretary-Treasurer of the Union, Local 3261 on a monthly basis (with a compatible electronic copy) the following information: employee name, personnel number (where available), date of hire, home address, home telephone number, work email address (where available), employment status (casual), 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 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.

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For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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. All of this preparation time off work shall be scheduled at a mutually agreeable time, and not more than thirty (30) days prior to the expiry of the collective agreement.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
(a) The Employer encourages the Union to appoint or otherwise select a Union Steward for the departments as set out below:

<table>
<thead>
<tr>
<th>Department</th>
<th>Union Steward</th>
</tr>
</thead>
<tbody>
<tr>
<td>University College</td>
<td>1</td>
</tr>
<tr>
<td>Faculty of Kinesiology and Physical Education</td>
<td>1</td>
</tr>
<tr>
<td>University of Toronto Mississauga</td>
<td>1</td>
</tr>
<tr>
<td>Athletics and Recreation</td>
<td>1</td>
</tr>
<tr>
<td>Facilities Management and Planning</td>
<td>1</td>
</tr>
<tr>
<td>University of Toronto Scarborough</td>
<td>1</td>
</tr>
<tr>
<td>Parking/ Facilities Management/ Campus Safety &amp; Security</td>
<td>1</td>
</tr>
<tr>
<td>Athletics and Recreation</td>
<td>1</td>
</tr>
<tr>
<td>Robarts Library – Building Patrol</td>
<td>1</td>
</tr>
<tr>
<td>Division of Comparative Medicine</td>
<td>1</td>
</tr>
<tr>
<td>University Operations, St. George Caretaking</td>
<td>1</td>
</tr>
<tr>
<td>Campus Moving /Grounds</td>
<td>1</td>
</tr>
<tr>
<td>Hart House</td>
<td>1</td>
</tr>
<tr>
<td>WalkSmart/Walksafer/Building Patrol – St. George</td>
<td>1</td>
</tr>
<tr>
<td>Food &amp; Beverage Services (all)</td>
<td>1</td>
</tr>
</tbody>
</table>

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

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

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

8:05 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.

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.

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

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
8:07 A **One** worker member appointed or elected by the Union to the St. George CUPE Local 3261, the UTM and UTSC each of the above-noted 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.

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For the University

For the Union

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*Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.*
NEW – 8:XX - Pregnancy

8:xx 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

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
NEW – Article 8:XX - Arbitration and Mediation Leave

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

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 9: DISCIPLINE

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

Coaching letters shall be removed from the employee's file when twelve (12) months of active employment (i.e., days actually at work at the University) have elapsed since the date of issue. For clarity, a new coaching letter may be issued at any time.

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 11: GRIEVANCE PROCEDURE

11:01 An employee having a grievance, or one designated member of a group having a grievance, will first take up the grievance within fifteen (15) twenty (20) working days after the occurrence of the matter which is the subject of the grievance with his/her the supervisor, who will attempt to adjust it. In the event the supervisor is not able to adjust the grievance, he/she the supervisor will arrange to send for the Union Steward without undue delay and without further discussion of the grievance.

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 grievance meeting.

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

11:04 The Union Steward and the employee will attempt to adjust the grievance with the supervisor before it is given to the supervisor in writing.

11:05 If the grievance is not adjusted by the supervisor, it shall be reduced in writing on an employee grievance form provided by the **Union University** and signed by both the Union **Representative Steward** and the employee involved. The supervisor shall give his/her the answer in writing to the **Union Representative Steward** without undue delay, but not more than ten (10) working days after the grievance has been presented in writing.

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For the University

[Signature]

For the Union

[Signature]

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

A grievance of the Employer, or a policy grievance of the Union, which is distinguished from an individual employee’s grievance, must be sent by registered mail or be personally delivered to the Executive Director of Labour Relations or designate or to the Local Union President, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The parties shall meet to discuss any such grievance within ten (10) working days, then either party may notify the other party in writing within a further period of ten (10) working days, that it intends to proceed to arbitration. Such notification shall contain details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought from an arbitrator.

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

11:10 In the case of an **employee being who has been** discharged, **he/she** may submit a grievance in writing on a form supplied by the **Union University** signed by both the Union **Representative Steward** and the employee involved, to the Executive Director of Labour Relations or his/her designate, within ten (10) working days after the discharge. The Executive Director of Labour Relations or his/her designate shall meet with the Local Union President and the grievor within ten (10) working days of receipt of the grievance. Either party may request the presence of the grievor, Union **Representative Steward**, Local Union President and the CUPE National Representative, supervisor or Designated Authority to attend the meeting to present evidence or give assistance in the settlement of the grievance. If the grievance is not settled at this meeting, then either party may notify the other in writing within a further period of ten (10) working days after the date of the meeting that it intends to proceed to arbitration as herein before set out.

For the University

For the Union

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

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

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 14: CLASSIFICATIONS

14:01 In the event of the Employer establishing any new classifications within the bargaining unit, the Employer will discuss the terms of the new classification with the Union prior to the establishment of the aforementioned classification. Nothing in this Article shall be interpreted to prevent the Employer from establishing any new job classification and staffing same in accordance with the terms of this Agreement. **If the Employer and the Union are unable to agree upon the classification of the job, the matter may be referred to the Grievance and Arbitration Procedure of this Agreement.**

For the University

For the Union

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

23:XX If a child is born to a casual employee who is a non-birth parent while such casual employee is at work, then the employee shall be granted leave with pay for the remainder of the scheduled shift during which the birth occurred.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 28: PRINTING OF THE AGREEMENT

28:01 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. The Employer will also supply the Union with an electronic copy and twenty (20) one hundred (100) printed copies of the Agreement.

28:02 The parties agree to finalize the renewal collective agreement within 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.
ARTICLE 29: CORRESPONDENCE

29:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director**, Labour Relations or his/her designate, University of Toronto, 215 Huron Street, 8th Floor, Toronto, Ontario, M5S 1A2 and the Local Union President, Canadian Union of Public Employees and its Local 3261, 703 Spadina Ave., 2nd Floor, Toronto, Ontario, M5S 2J4.

29:02 Any such communication given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

**NOTE – any/all references to 'Director, Labour Relations' in this Collective Agreement shall be changed to 'Executive Director, Labour Relations'.
NEW ARTICLE
Accommodation / Return to Work

XX:XX 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 returning to work from a leave that was due to disability of their right to representation.

(c) With the written consent of the employee, the Union accommodation representative shall have access to any relevant medical information related to the accommodation and/or return to work of the employee.

(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.

For the University

For the Union

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

LETTER OF UNDERSTANDING: Domestic Violence

DATE

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

Dear Ms. MacMillan,

The University and the Union agree that all employees have the right to be free from domestic violence. The University recognizes the importance of providing timely and flexible assistance and support to employees experiencing domestic violence. Such assistance and support must be specific to individual needs. Accommodation and support that may be considered include but are not limited to 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.

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.
THE UNIVERSITY AGREES TO RENEW ALL LETTERS OF INTENT.

For the University

For the Union

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