FRIDAY, SEPTEMBER 15TH, 2017 @ 1:30AM

WITHDRAWN IF NOT ACCEPTED TODAY

MEMORANDUM OF AGREEMENT

BETWEEN

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

- and -

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

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.

2. The term of the renewal collective agreement shall be from July 1, 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 55 are incorporated.

FOR THE UNIVERSITY

FOR THE UNION

Subject to errors and omissions

Sept 15, 2017 2:50 AM

[Signatures]
DATED AT TORONTO THIS 15th DAY OF SEPTEMBER 2017
1) Across-the-Board (ATB) increases and One-Time-Only (OTO) adjustment to Schedule I: Wages and Hours of Work and Schedule IA: Part-Time Wages and Hours of Work:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
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<tbody>
<tr>
<td>July 1, 2017</td>
<td>1.80% ATB increase to be applied to June 30, 2017 base salary</td>
</tr>
<tr>
<td>July 1, 2017</td>
<td>0.65% Special OTO adjustment to June 30, 2017 base salary (not compounded with July 1, 2017 ATB increase)</td>
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<tr>
<td>July 1, 2018</td>
<td>2.00% ATB increase</td>
</tr>
<tr>
<td>July 1, 2019</td>
<td>2.00% ATB increase</td>
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2) The University agrees to renew the provisions of the Early Retirement Bridge Benefit Outside of the Pension Plan for the following effective dates:

   - For retirements on or after December 31, 2017 up to and including March 31, 2020

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

3) Effective January 1, 2018, add coverage for eye exams to a maximum of $90 per person every 24 months to the Vision Plan.

4) Effective January 1, 2018, the Paramedical Plan combined maximum will increase from $700 to $800.
   - Massage therapy by a Registered Massage Therapist without requirement for a prescription

5) Effective January 1, 2018, the Dental Plan will include:
   - Implants under Major Dental Services (subject to the ‘alternate benefit clause’ provisions)
   - Maximum for Major Restorative will increase from $1,500 to $1,800
   - Maximum coverage for orthodontia will increase from $2,500 to $2,650

6) Effective as of date of ratification, expand coverage under the existing Psychology benefit maximum of $2,000 to include MSW and psychotherapist.

7) Effective as of date of ratification, the Extended Health Care plan will be modified to provide wigs in the case of alopecia.

8) Effective as of date of ratification, the Extended Health Care plan will be modified to provide partial coverage for continuous glucose monitors for Type I diabetes.

9) The Child Care Benefit Plan pool set out in Appendix A shall be decreased from $120,000 to $60,000 annually (as attached)

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
NEW - LETTER OF INTENT: Contracting Out

DATE

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

Dear Ms. MacMillan,

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

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

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

Yours truly,

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 33: JOB SECURITY

33:01 It is the declared intention of the Employer to provide for the job security of the employees covered by the terms of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Toronto in the most efficient and economic manner possible in order that it may satisfactorily discharge its responsibilities. It is agreed that no employee who was hired as of the date of ratification of this renewal collective agreement shall not be laid off by reason of the Employer contracting out work being performed by such employee. However, in such event, the Employer agrees that the employee will be placed in another job with a similar rate and be retrained.

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
APPENDIX A: STAFF-APPOINTED EMPLOYEE CHILD-CARE BENEFIT PLAN

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

a. The maximum half-day reimbursement will be $10.00 per day. A half-day is defined as a minimum of four (4) hours to a maximum of six (6) hours of care, or where the parent is being charged a half-day rate by the child care provider.

b. The maximum full-day reimbursement will be $20.00 per day. A full-day rate is defined as six (6) or more hours of care, or where the parent is being charged a full-day rate.

c. Reimbursement is limited to fifty percent (50%) of the lesser of (i) the amount actually paid; and (ii) the usual and customary amount charged by the service provider for the same child care services. Between January 1 and February 1 2010, and between January 1 and February 1 of subsequent calendar years, Members must provide to the University, in a single package, detailed receipts substantiating the child care expenses in respect of which reimbursement is sought for the previous calendar year along with proof of payment (e.g., credit card receipt, front and back of cancelled cheque, or a validated receipt). Reimbursement in respect of a calendar year shall be made in one lump sum cash payment, less applicable withholdings, if any.

d. Reimbursement will be made only for child care expenses (as defined in the ITA) incurred by the Member. The University makes no representations as to whether a deduction from income is available under the ITA in respect of any amounts paid or payable under this plan.

e. If both parents are eligible for reimbursement under this plan, only one shall be entitled to claim reimbursement under this plan in a calendar year.

f. The plan maximum of $2,000 per child will be provided annually, based on a calendar year. The amount will be pro rated for less than full-time equivalent employment. A Member who has been appointed for less than the full calendar year shall be entitled to a pro rated amount for that year. There are no carryover provisions if the full $2,000 is not used in any given year.

g. The terms “child care expense” and “eligible child” in this plan shall have the meanings given to them in subsection 63 (3) of the ITA. The term “child” shall have the extended meaning given to that term in subsection 252 (1) of the ITA such that, where used in this plan, the term “child” shall include a natural, step, common-law or adopted child or ward under the age of seven.

h. Payments to be made by the University under this plan shall be paid solely out of the general operating monies of the University. The University shall not be required to contribute or set aside any amounts to a separate fund or account to satisfy its obligations under this plan, or otherwise secure its obligations under this plan. The value of the annual eligible claims under this plan shall be reduced from $120,000 to $30,000 $60,000 annually for the term of this Collective Agreement. If, in a given year, the value of the eligible claims under this plan is greater than $30,000 $60,000, all claims will be reimbursed on a pro-rated basis. If, in a given year, the total value of the eligible claims under this plan is less than $30,000 $60,000, the excess amount shall be carried forward and added to the notional value of the eligible claims for the following calendar year.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 4:02 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 individual, 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.

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

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

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

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

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

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

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

4:09 An employee who makes a report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
4:10 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

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

Sexual Harassment Grievance

4:05 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.

(c) 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 the Policy.
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 3:01 may, if they choose, meet with the University's Anti-Racism & Cultural Diversity Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union representative if they so choose. Thereafter an employee may resume the grievance process.

**General Harassment**

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

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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.

UofT & CUPE Local 3261 – Full-Time & Part-Time
ARTICLE 8: LIMITED TERMS OF EMPLOYMENT

Temporary Employees

8:01 Temporary employees employed up to one hundred and twenty (120) working days shall be covered by the Collective Agreement, except the following provisions of the Agreement shall not apply: 

Seniority Articles 16:01 to 16:08 inclusive; Seniority; Leave of Absence Articles 17:01 to 17:42 inclusive; Leaves of Absence; Distribution of Overtime Article 18:08 Overtime Distribution; Vacation with Pay Articles 20:04 to 20:05 Vacation With Pay; Sick Leave Articles 21:01 to 21:145 inclusive; Bereavement Leave Article 22:04 Bereavement Leave; Paid Personal Leave of Absence Article 23:04 Paid Personal Leave of Absence; Jury Duty or Crown Witness Service Article 25:04 Jury Duty or Crown Witness Service; Limitation on Applications Article 28:043 Limitation on Applications; Technological Change Article 31:04 Technological Change; Job Security Article 33:01 Job Security; Benefit Plans Articles 39:01 to 39:06 inclusive; Benefits; Clothing Article 40:04 Clothing; Safety Shoes or Boot Allowance Article 41:04 Safety Shoe or Boot Allowance; and Joint Membership Plan Article 42:04 Joint Membership Plan.

Temporary Employees

8:02 The Employer may employ temporary employees for the purpose of replacing regular employees who are absent due to illness, WSIB leave of absence or leave of absence and for reasons of seasonal workload fluctuations for periods not to exceed one hundred and twenty (120) working days, except as set out in Article 8:03.

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

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

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

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

8:0503 If a person described below as "immediate family" (or a person whose relationship is not defined below, the impact of which is comparable to that of the immediate family) in relation to a temporary employee dies when the temporary employee is at work, then the employee shall be granted bereavement leave with pay for the remainder of the scheduled shift.

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

Term Employees

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

Long-Term Disability or WSIB Term Positions

8:0305 Where the Employer decides to fill a vacancy created as a result of an employee's absence due to long-term disability or WSIB leave of absence, the position shall be posted as a long-term disability/WSIB leave of absence term position which may be filled for up to two (2) years.

In the event the position is to continue beyond two (2) years, the position shall be posted in accordance with Article 26:01: Job Posting – Promotional Opportunity.

In the event the employee who is off on long-term disability or WSIB leave of absence returns to work within the two-year period, the a regular full-time or part-time employee filling the term position shall revert to his/her former position, if it still exists. If the former position does not exist, the provisions of Articles 16:06 to 16:13 (layoff) shall apply.

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

It is agreed that the resultant vacancy created by filling a long-term disability/WSIB leave of absence term vacancy does not need to be posted and may be filled by a temporary term employee for a period not to exceed two (2) years.
In the event that the term of appointment of a term employee is ended earlier than the end date set out in the offer of employment by reason of a regular full-time or part-time employee reverting to their former position in accordance with this Article, then the term employee shall be provided with ten (10) working days' notice, or pay in lieu of notice.

Pregnancy, Parental or Primary Caregiver Leave Term Positions

8:0406 Where the Employer decides to fill a vacancy created as a result of a pregnancy, and/or parental and/or primary caregiver leave, and the scheduled leave is a least 24 weeks in length, the position shall be posted as a pregnancy leave, or parental leave or primary caregiver leave term position which may be filled for up to one (1) year eighteen (18) months.

At the conclusion of the pregnancy/parental/primary caregiver leave, the a regular full-time or part-time employee filling the term position shall revert to his/her their former position, if it still exists. If the former position does not exist, the provisions of Articles 16:06 to 16:13 (layoff) shall apply.

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

It is agreed that the resultant vacancy created by filling a pregnancy leave, or parental leave or primary caregiver leave term vacancy does not need to be posted and may be filled by a temporary term employee for a period not to exceed one (1) year eighteen (18) months.

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

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

At the conclusion of the term position, a regular full-time or part-time employee filling the term position shall revert to their former position, if it still exists. If the former position does not exist, the provisions of Articles 16:06 to 16:13 (layoff) shall apply.

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

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

Bereavement Leave – Temporary Employees

8:05—If a person described below as “immediate family” (or a person whose relationship is not defined below, the impact of which is comparable to that of the immediate family) in relation to a temporary employee dies when the temporary employee is at work, then the employee shall be granted bereavement leave with pay for the remainder of the scheduled shift.

“Immediate family” shall mean: spouse through marriage, common-law spouse, same-sex partner, parent, child (including step-child), sibling (including step-brother, step-sister), parent-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, guardian or ward.
ARTICLE 17: LEAVES OF ABSENCE

General

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

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

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Physician's Certificate

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Sick Pay Leave - While Drawing Workplace Safety and Insurance Benefits

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 26: JOB POSTING - PROMOTIONAL OPPORTUNITY

26:01 Where the Employer decides to fill a vacancy in the bargaining unit on an ongoing continued basis, the Employer first will post notice of the said position for a period of six (6) seven (7) working days. Jobs shall be posted on seven (7) locked bulletin boards* which shall be located as set out below as well as posted in all local Human Resources offices, and on the University’s website. A copy shall be sent to the Local Union President, in order that all members will know about the position and be able to make written application therefore on a form provided by the Employer. Such notice shall contain the following information: nature of the position, job description, required knowledge and education, ability and skills, hours of work and wage rates. 

Employee applicants must apply in accordance with the requirements set out in the posting and will receive acknowledgment of the receipt of their application. The Employer shall select the most qualified applicant for the position taking into account factors such as qualifications, skills, abilities and previous relevant experience. Where the factors are equal as between two or more candidates, primary consideration will be the seniority of the applicant(s). In the event that the Union files a grievance in respect of the Employer's selection of the most qualified applicant, then the onus shall be on the Employer to demonstrate the successful candidate was the most qualified for the position. Nothing in this clause shall prevent the Employer from filling the advertised job from within the bargaining unit or from any other source after the job has been properly posted and all applicants have been given consideration.

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

The Employer agrees to give due consideration to applications from members of the CUPE 3261 Casual bargaining unit.

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

Job Classification

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

26:03 The Employer will interview only those employees who meet the minimum job requirements as listed on the job posting and who have made written application for promotion arising out of Article 26:01.
26:04 When a position has been filled arising out of Article 26:01, all applicants will be advised of the disposition of the job posting. **The name of the successful applicant shall be posted on all Union bulletin boards.** An unsuccessful applicant can **may** ask for and will be granted an interview to determine why he/she was unsuccessful if he/she so desires given advice on how to prepare for future job postings and/or improve their qualifications. **The name of the successful applicant shall be posted on all Union bulletin boards.**

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

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

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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.
ARTICLE 35: CORRESPONDENCE

35:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director**, Labour Relations or 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.

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

**NOTE — any/all references to ‘Director, Labour Relations’ in this Collective Agreement shall be changed to ‘Executive Director, Labour Relations’.

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 46: DURATION AND MODIFICATION OF AGREEMENT

46:01 This Agreement shall continue in effect until June 30, 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 preceding the expiration date of this Agreement, that it desires to amend or terminate it.

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
The University and the Union agree to RENEW, AMEND or DELETE as specified below the following Letters of Agreement/Understanding/Intent for the term of the renewal Collective Agreement:

- Letter of Intent: Employees Employed Less Than Eight Hours Per Day (p.57) – RENEW
- Letter of Intent: Attendance Management Program (p.58) – DELETE*
- Letter of Intent: Workplace Accommodation/Long-Term Disability and Return to Work (p.59) – RENEW
- Letter of Intent: Pension Information (p.60) – RENEW
- Letter of Intent: Local Union President (p.61) – RENEW
- Letter of Intent: Tuition Waiver for Dependents (p.63) – RENEW
- Letter of Intent: Educational Assistance (p.66) – RENEW
- Letter of Intent: Public Transit Subsidy (p.69) – RENEW
- Letter of Intent: Contracting Out – Cleaning of 144 College Street and Carpet Cleaning (St. George Facilities and Services) (p.70) – RENEW
- Letter of Intent: Biometrics (p.71) – RENEW
- Letter of Intent: Workplace Violence (p.72) – RENEW
- Letter of Intent: Trades Driver/Dispatcher (p.73) – RENEW
- Letter of Understanding: Employment Equity (p.75) – RENEW
- Letter of Intent: Multi-Site Joint Health and Safety Committee Structure (p.76) – DELETE RENEW
- Letter of Intent: Flag Protocol & International Day of Mourning (p.77) – RENEW

*NOTE – Deletion of LOI on the understanding that the Attendance Management Program will continue unabated as long as the Employer deems it appropriate and/or necessary. The Employer agrees that WSIB absences will not be counted in the Attendance Management Program.

For the University

[Signature]

For the Union

[Signature]

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 leaves of absence under various provisions of this Collective Agreement and access to campus and community support, including Human Resources, Health & Well-Being Programs & Services, the Community Safety Office, the Employee Family Assistance Program (EFAP), and the Sexual Violence Prevention and Support Centre.

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

[Signature]

For the Union

[Signature]

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

LETTER OF INTENT: Sustainability Committee

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

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

For the Union

Leanne MacMillan

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

LETTER OF INTENT: Food Services Culinary Apprenticeship & Professional Development Programs

DATE

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

Dear Ms. MacMillan,

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

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

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

Apprenticeship Program

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

Professional Development Program

- The Professional Development Program will be structured to allow regular full-time and part-time employees to continue working in their current classification over the course of the Program. To be eligible for the Program, applicants must have a minimum of two years of work experience in a culinary setting.
- The training will consist of small classes, both theoretical and practical, which will be scheduled outside of working hours. There is no charge for the Program. Participants will attend on their own time and will not be paid for their attendance. Attendance for the class sessions will be closely monitored and participants may forfeit their place in the Program if they are unable to maintain regular attendance.
- At the conclusion of the Professional Development Program, employees will be equipped with the on-the-job work experience required to pursue the Red Seal certification. The employees will be responsible for the costs associated with the Red Seal examination and any other eligibility requirements for the Red Seal certification.

Common to Both Programs

- While opportunities for both the Apprenticeship Program and the Professional Development Program will be circulated, neither of these Programs will be subject to the job posting provisions of the collective agreement.

- A candidate's acceptance or lack thereof into either of these Programs will not be subject to the grievance procedure except in the case of an alleged violation of Article 4:02 (discrimination) of the collective agreement.

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

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

4:02 The Employer and the Union shall not discriminate against an employee because of membership or activity in the Union, or the exercise of 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, citizenship, political affiliation or belief, record of offences unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment, sexual orientation, sexual minority, place of residence, physical handicap or disability, providing that such handicap or disability does not clearly prevent the carrying out of the required duties. *Any person* Employees covered by this Agreement who feels that he/she has they have suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

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 5: EMPLOYMENT EQUITY

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

______________________________
For the University

______________________________
For the Union

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

6:03  a) The Employer shall include in its written employment offers the following statement: "A statement about the Union prepared by the Union, along with other information about the Union can be found on the Union's website ([WEB ADDRESS]). All of this information is that of the Union, represents the views of the Union and has not been approved or endorsed by the University. You may contact your Union in person at 703 Spadina Avenue, 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.
Union Dues

7:05 The Employer will, at the time of making such remittance hereunder to the Union, furnish it with a statement showing the names, amount of dues paid, regular wages earned, overtime wages earned, classification, address, e-mail (if and when available to produce), phone number, and shift hours earned of the employees from whose pay such deductions have been made.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Article 10:03 - Union Representation

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

<table>
<thead>
<tr>
<th>Union Stewards</th>
<th>29 32</th>
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<tbody>
<tr>
<td>University Operations</td>
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<tr>
<td>Caretaking</td>
<td>6</td>
</tr>
<tr>
<td>Transportation Services</td>
<td>1</td>
</tr>
<tr>
<td>Grounds</td>
<td>1</td>
</tr>
<tr>
<td>Campus Services Moving</td>
<td>1</td>
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<tr>
<td>Recycling</td>
<td>1</td>
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<tr>
<td>Mail Services</td>
<td>1</td>
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<tr>
<td>Other (as appointed/selected by the union)</td>
<td>3</td>
</tr>
<tr>
<td>Faculty of Kinesiology &amp; Physical Education</td>
<td></td>
</tr>
<tr>
<td>Varsity Stadium &amp; Arena</td>
<td>1</td>
</tr>
<tr>
<td>Warren Stevens</td>
<td>1</td>
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<tr>
<td>Hart House</td>
<td>1</td>
</tr>
<tr>
<td>New College (at least one Food Service employee)</td>
<td>1</td>
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<tr>
<td>University College</td>
<td>1</td>
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<tr>
<td>Division of Comparative Medicine</td>
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<tr>
<td>Chemistry</td>
<td>1</td>
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<tr>
<td>Arts &amp; Science</td>
<td>1</td>
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<tr>
<td>Sidney Smith (at least one Food Service employee)</td>
<td>1</td>
</tr>
<tr>
<td>Robarts Library (one Food Service employee)</td>
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<tr>
<td>MEDSTORE MSB</td>
<td>1</td>
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<tr>
<td>University of Toronto Mississauga</td>
<td>3</td>
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<tr>
<td>(1 per shift on each of day/afternoon/night shift)</td>
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<tr>
<td>University of Toronto Scarborough</td>
<td>3</td>
</tr>
<tr>
<td>(1 per shift on each of day/afternoon/night shift)</td>
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</tbody>
</table>

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

For the University

[Signature]

For the Union 12/10 July 27, 2017

[Signature]

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

10:03(c) Provided the leave will not unduly interfere with operations, the Employer shall grant a leave of absence for employees at the request of the Union upon ten (10) working days written notice. A shorter notice period may be considered by the Employer in exceptional or unforeseen circumstances. The Employer shall continue the wages and benefits of such employees. The Union shall reimburse the Employer for such wages and benefit payments upon receipt of a statement of the amount owing.

For the University

For the Union

7:35 pm
Sept 13, 2017

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
NEW – Article 10:03(x) - 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

For the Union 12/03/2017

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

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

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

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

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

The University shall acquaint its employees with such components of legislation, regulations, standards, practises and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community.

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

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

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

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

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

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

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

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

For the University

[Signature]

For the Union

[Signature]

July 27, 2017

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

Uoft & CUPE Local 3261 – Full-Time & Part-Time
10:09 A One worker member appointed or elected by the Union to the St. George CUPE Local 3261 or the UTM or 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. The University agrees to pay the costs for the basic level I core certification programme and certification refresher course every three (3) years and will first look to provide in-house training through Environmental Health and Safety. If in-house training is not available the University and the Union will look to a mutually agreed upon provider, such as REA or Worker's Health and Safety Centre.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
NEW - 10:XX - Pregnancy

10: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, including but not limited to options such as reassignment or leave.

For the University

For the Union

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

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

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

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

For the University

[Signature]

For the Union

[Signature]

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

September 5, 2017
5:15 pm
Step One

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

13.04 If the grievance is not adjusted by the supervisor, it shall be reduced in writing on an employee grievance form provided by the Union University and signed by both the Union Representative Steward and the employee involved. The Union will endeavour to provide a copy of the grievance to the Labour Relations Department. The supervisor shall give the his/her 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.

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

13:07 A grievance of the Employer, or a policy grievance of the Union, which is distinguished from an individual employee's or group grievance, must be sent by registered mail or be personally delivered to the Director of Labour Relations, or his/her designate or to the Local Union President, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The parties shall meet to discuss any such grievance within ten (10) working days, then either party may notify the other party in writing within a further period of ten (10) working days, that it intends to proceed to arbitration. Such notification shall contain details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought from an arbitrator or arbitration board.

For the University

For the Union 12:25 July 27, 2017

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

13:09 In the case of an 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 Director of Labour Relations or his/her designate, within ten (10) working days after the discharge. The 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 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.
NEW ARTICLE

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

For the University

For the Union

12:29 July 27, 2017

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

17:02

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

(b) For employees with thirteen (13) weeks of service or more the University will pay ninety-five (95) percent of weekly salary during the two (2) one (1) week waiting period for Employment Insurance pregnancy benefits, and, for the next fifteen (15) weeks, will pay the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of weekly salary, provided that the employee applies provides proof that the employee has applied for and receives is receiving Employment Insurance benefits and the amount of those benefits.

The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 65%), without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act.

(c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to the University. If pregnancy-related complications force the employee to stop work before she the employee has arranged her their pregnancy leave, she the employee has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such cases the employee will be entitled to utilize sick leave in accordance with Article 21 until the actual birth of the baby, the expected date of delivery or the date she the employee intended to start her pregnancy leave as stated in her their written notice, whichever comes first. An employee must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.

(d) If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of her their return to work to an earlier date, she the employee must give the University four (4) weeks' written notice of the date on which she intends they intend to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she the employee must give the University four (4) weeks' written notice before the date the leave was to end.

(e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.

(f) Seniority, vacation, benefits, and pensionable service continue during an employee's pregnancy leave, provided the employee fulfills any requirements for said continuation.
Parental Leave

17:03

(a) An employee who is a parent of a child and who has been employed with the University for at least thirteen (13) weeks is entitled to an unpaid parental leave following the birth of the child or the coming of the child into a parent’s custody, care and control for the first time. Both parents will be eligible to take a parental leave as follows:

i) up to thirty-five (35) weeks of parental leave for birth mothers employees who take pregnancy leave;

ii) up to thirty-seven (37) weeks of parental leave for all other new parents, such as birth fathers, adoptive parents, and same-sex partners; or

iii) such shorter or longer period of time as might be required under the Employment Standards Act, 2000 from time to time.

(b) For employees who take pregnancy leave, parental leave commences when her the employee’s pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother parent. For all other new parents, parental leave must commence with fifty-two (52) weeks after the birth or after the child first comes into the custody care, and control of a parent or such other time as may be specified under the Employment Standards Act, 2000 from time to time. This provision is not available to employees who have taken Primary Caregiver Leave.

(c) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next eight (8) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits, who provide the University with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following:

(i) For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;

(ii) For an employee who takes parental leave for which a one (1) week waiting period has already been served in respect of the same child, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;

(iii) For an employee who takes parental leave and is required to serve a one (1) week waiting period, ninety-five (95) percent of salary during the one (1) week waiting period, and the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for eight (8) weeks;

(iv) The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e., 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act. In no event will the top-up payment exceed the difference between 95% of the employee’s actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee’s EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act.
(d) An employee who is entitled to a parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If the employee does not specify when the leave will end, it will be assumed that the employee wishes to take the maximum leave in accordance with Article 17.03(b)(i) or (ii), as applicable.

(e) An employee who has given notice to begin parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.

(f) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of intent to take the parental leave.

(g) If an employee on parental leave wishes to change the date of return to work to an earlier date, the employee must give the University four (4) weeks' written notice of the date on which he/she intends to return.

(h) If an employee wishes to change the date of return to work to a later date (of not later than the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.

(i) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

Primary Caregiver Leave

17:04

(a) Primary Caregiver Leave is available to a parent, other than a biological mother birth parent, who has the primary responsibility for the care of a child during the thirty-seven (37) weeks immediately following:

i) the birth of a child, or

ii) the coming of a child into the custody, care, and control of a parent for the first time; or

iii) such shorter or longer period is required under the Employment Standards Act, 2000, as amended from time to time.

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

(b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g., for a father or same-sex birth parent's partner, because the mother birth parent is unavailable or has returned to work, for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent). In the case of an adoption, the Primary Caregiver Leave may be split between two parents.

(d) For employees with one (1) year of service or more, the University will pay ninety-five (95) percent of weekly salary during the two (2) one (1) week waiting period for Employment Insurance parental benefits, and, for the next eleven (11) weeks, will pay the difference between weekly Employment Insurance parental benefits and ninety-five (95) percent of weekly salary, provided that the employee applies for and receives receiving Employment Insurance parental benefits and the amount of those benefits. In the case of an
adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.

(e) In the case of an employee on a sessional appointment or whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the session or defined term.

(f) Seniority, vacation, benefits, and pensionable service continue during an employee’s Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation.

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

For the University

For the Union

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

17:06 The University will grant compassionate care leave of up to a maximum of eight (8) weeks to employees who take a leave of absence under the Family Medical Leave provisions of the Employment Standards Act. For employees with one (1) year of service or more, the University, provided that the employee applies for and receives Employment Insurance compassionate care benefits, will pay the equivalent of the weekly Employment Insurance benefits, for the two (2) one (1) week waiting period.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Hospitalized or Confined During Vacation

21:13 An eligible employee who is hospitalized or confined by order of a licensed physician during his/her the employee's vacation period will be allowed to draw sick leave with pay for the period of time for which he/she the employee is hospitalized or confined in accordance with Article 21:02 providing that the employee furnishes proof of such hospitalization or confinement to his/her the supervisor. The employee will be allowed to reschedule that portion of vacation during which he/she the employee was hospitalized or confined at a later date mutually agreeable to the employee and the employee's supervisor.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 24: NON-BIRTH PARENT LEAVE

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

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

For the University

[Signature]

For the Union

[Signature]

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

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

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

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

For clarity, there are three (3) shifts: days, evenings, and nights. A change in the scheduled days worked does not constitute a shift change, e.g., a Monday to Friday day shift, a Tuesday to Saturday day shift, or a Wednesday to Sunday day shift are considered the same shift.

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 31: TECHNOLOGICAL CHANGE

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

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 45: PRINTING OF THE AGREEMENT

45:01 The Collective Agreement will be posted on the University's Human Resources and Equity website and the link to said website will be provided to all employees in the bargaining unit. The Employer will supply the Union with an electronic copy and one hundred (100) two hundred (200) printed copies of the Agreement.

45:02 The parties agree to finalize the renewal collective agreement within six (6) months of the date of its ratification.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF UNDERSTANDING: GLOBAL POSITIONING SYSTEMS (GPS) AND AUTOMATED VEHICLE LOCATION SYSTEMS (AVL)

January 28, 2015 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 will notify the Union at least ten (10) thirty (30) working calendar days in advance of its intention to implement or significantly alter GPS and AVL systems that are used in the work locations or fleets of vehicles where CUPE Local 3261 Full-Time and Part-Time employees regularly work.

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF AGREEMENT: Impact of Employment Insurance 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,

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

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

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

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

Yours truly,

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

For the University

For the Union

September 5, 2014 5:15 pm

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 19: PAID HOLIDAYS

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

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

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

In the case of statutory holidays only, i.e. holidays in accordance with the Employment Standards Act, 2000, all employees required to work on either the statutory holiday or an alternate day of observance designated by the Employer in accordance with Article 19:03, will receive pay for time worked on either the statutory holiday or the alternate day of observance designated by the Employer at one and one-half (1 1/2) times their regular rate in addition to the regular paid statutory holiday pay. For clarity, no employee shall receive pay for time worked on both the statutory holiday and the alternate day of observance at one and one-half (1 1/2) 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 29: TEMPORARILY RELIEVING HIGHER CLASSIFICATIONS IN THE BARGAINING UNIT

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

29:02 An employee may be temporarily assigned to work in a job at a higher classification for periods of up to one (1)-year six (6) months. The University will post the position should the temporary assignment continue beyond one (1)-year six (6) months. In exceptional circumstances, the University may request the Union’s agreement to extend the temporary assignment beyond the six (6) month period. Assignments beyond thirty (30) consecutive days shall be confirmed with written notification to the employee and the Union.

For the University

For the Union

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