MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

-BETWEEN-

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

-AND-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 578
(hereinafter referred to as “the Union”)

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 expired on June 30, 2017, provided, however, that the following amendments are incorporated:

   i. All attached pages numbered 1 to 17 are incorporated; and,

   ii. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto on pages numbered to

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. Subject to review for errors and omissions.

FOR THE UNIVERSITY

FOR THE UNION

[Signatures]
University of Toronto Proposals to OPSEU LOCAL 578
WITHOUT PREJUDICE
November 15, 2017

DATED AT TORONTO THIS 15th DAY OF November 2017
SETTLEMENT:
• All previously agreed-to language
• All proposals as attached to this document
• All other proposals not expressly agreed upon are withdrawn
• No provisions are retroactive unless expressly indicated
• The term of the agreement shall be from July 1, 2017 to June 30, 2020
• The parties hereto agree that the Collective Agreement will be amended to ensure gender neutrality

Financial

- Across-the-Board (ATB) Increases and One-Time-Only (OTO) adjustment to Schedule A: Salary
  - July 1, 2017 1.80% ATB increase to be applied to June 30, 2017 base salary
  - July 1, 2017 0.70% Special OTO adjustment to June 30, 2017 base salary (not compounded with July 1, 2017 ATB increase)
  - July 1, 2018 2.00% ATB increase
  - July 1, 2019 2.00% ATB increase

- Benefits
  - Effective January 1, 2018, add coverage for eye exams to a maximum of $90 per person every 24 months to the Vision Plan.
  - Effective January 1, 2018, vision care to be increased to $400
  - Effective January 1, 2018, include coverage for cochlear implants under the existing maximum for Hearing benefits.
  - Effective January 1, 2018, the Paramedical Plan combined maximum will increase from $500 to $800 annually.
  - Massage therapy by a Registered Massage Therapist without requirement for a prescription
  - 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 $1,600 annually
    • Maximum coverage for orthodontia will increase from $2,500 to $2,650
  - Effective as of date of ratification, expand coverage under the existing Psychology benefit maximum of $2,000 to include MSW and psychotherapist.
  - Effective as of date of ratification, the Extended Health Care plan will be modified to provide wigs in the case of alopecia.
  - 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
Without prejudice

(a) The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, or harassment exercised or practised with respect to any employee or any applicant seeking to become an employee in any matter concerning the application of the provisions of this agreement by reason of race, creed, religion, colour, age, gender identity, gender expression, national origin, ethnic origin, nationality, citizenship, ancestry, sex, sexual preference orientation, marital or parental status, family status, family relationship, religious or political belief, affiliation or activities, place of residence or disability, providing that such a disability does not clearly prevent the carrying out of the required duties, record of offences, unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment. An employee covered by this agreement who feels that the employee has suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
NEW ARTICLE (TO BE NUMBERED)

Accommodation / Return to Work

XX:01 The University recognizes its duty to accommodate the disabilities of the bargaining unit members under the Ontario Human Rights Code.

(a) The University shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to representation by the Union. Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, the Union may assign a member to represent the employee. The University may also request that the Union appoint a member to participate in discussions regarding a particular case before a dispute arises.

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

(c) Disputes regarding accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Two.

(d) The employee will be reimbursed for all medical reports related to accommodation that the University may request subsequent to the initially completed University of Toronto Return to Work Form. Reimbursement will be up to the amount as outlined in the Ontario Medical Association's Guidelines.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 threat of reprisal for the refusal 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."

The Employer and the Union agree that there shall be no form of sexual harassment exercised or practiced with respect to any employee in any matter concerning the application of the provisions of this agreement.

For purposes of this collective agreement, “sexual harassment” means:

1. Making submission to an unsolicited sexual advance or solicitation, expressly or by implication, a term or condition of an employee's right to or continuation of or advancement in employment; and/or

2. Using or threatening to make use of, rejection of an unsolicited sexual advance or solicitation as a basis for employment or other decisions affecting the employee or the employee's progress; and/or

3. Physical conduct, occurring either on the Employer's premises or in the pursuit of a University activity or business, which emphasizes the sex or sexual orientation of one or more employees in a manner which the actor knows or ought reasonably to know
creates for the employee or those employees an intimidating, hostile, or offensive working or learning environment; and/or

4. Verbal conduct or other forms of communication occurring either on the Employer’s premises or in pursuit of a University activity or business, that is directed at one or more specific employees, that emphasizes the sex or sexual orientation of that employee or those employees in a manner which the person knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile or offensive working or learning environment, and that exceeds the bounds of freedom of expression or academic freedom as these are understood in University policies, including but not restricted to those explicitly adopted.

2:05 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.

2:06 The time limit for making a Report under the University’s Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging harassment as outlined in article 2:03(a) or 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.

2:07 A grievance alleging harassment as outlined in article 2:03(a) or sexual violence or sexual harassment shall be filed at Step Two. The Dean (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 6:05 of this Collective Agreement.

Harassment and Sexual Harassment Grievances

2:06 An employee who believes she/he has been harassed may file a grievance under the normal grievance procedure. The time limit for filing such a grievance shall be six (6) months from when the alleged harassment occurred.

2:07 Grievances alleging harassment as outlined in article 2:03(a) or sexual harassment shall be initiated at Step Two. Where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall be heard by the Dean or Dean’s designate or mutually agreed upon neutral third party.

2:08 No information relating to the grievor’s personal background or lifestyle shall be admissible during the grievance or arbitration process.

2:08 An employee may elect to submit a grievance alleging sexual harassment under the collective agreement, or she/he may file a complaint under the University’s Sexual Harassment Policy.

(i) An employee who elects to file a grievance under the collective agreement shall, if she/he wishes, have access to the mediation process in the University’s Sexual
Harassment Policy—prior to Step 2 of the grievance procedure and may be accompanied by a union representative during the process if she/he 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 will be heard by the Dean or Dean’s designate or a mutually agreed upon neutral third party.

(ii) 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.

2:09 Where an employee who makes a Report believes she/he has been the victim of sexual violence and/or sexual harassment, she/he may request, through the Union, to discontinue contact with the Respondent alleged harasser. Every effort shall be made to separate the parties in the employment relationship, without the Complainant suffering any penalty. The Employer and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

2:10 Witnesses who give information and/or evidence in a harassment complaint as outlined in article 2:03(a) or sexual violence or harassment complaint shall suffer no penalty or reprisal of an employment or other nature.

2:11 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 OPSEU Local 578 members, 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. That both the complainant and the respondent are employees covered by this Agreement, the Union and the Employer will appoint a mutually agreed upon third party to investigate the complaint. Within two (2) months, the investigator shall submit a report to the Union and the Employer. The report may recommend discipline; e.g., ordering an apology, counselling, etc. The report shall not preclude the possibility of a grievance being filed on behalf of the complainant or respondent.

For the University

For the Union

UofT & OPSEU 578
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
WORKPLACE HARASSMENT AND WORKPLACE VIOLENCE

2:12 The University has created the Policy with Respect to Workplace Harassment and the Policy with Respect to Workplace Violence. A copy of each Policy has been provided to the Union. The Policies can also be accessed on the University's Governing Council website.

The University has also developed programs to implement each policy. The Human Resources Guideline on Civil Conduct (the "Civility Guideline") and the Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment constitute is the University's program that implements the Policy with respect to Workplace Harassment. The University of Toronto Workplace Violence Program implements the Policy with respect to Workplace Violence. A copy of both the Civility Guideline, the Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment and the Workplace Violence Program has been provided to the Union. These documents can also be accessed through the University's Human Resources and Equity website.

The University recognizes the right of the Union to file a grievance on behalf of an employee alleging a violation of either Policy if all internal steps have been exhausted and the employee is unsatisfied with the outcome or if, after forty-five (45) working 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 2 of the grievance procedure. If not resolved at Step 2, mediation or facilitation before an agreed-upon mediator or facilitator must occur 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.

For the University

For the Union

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

11:02 The University will grant up to three (3) five (5) days of paid leave in the event of the death of an employee's spouse or same-sex partner, children (including step-children), grandchildren, parents, parents-in-law, sibling (including step-brother, step-sister), brother-in-law, sister-in-law, and grandparents, or the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g., a close friend).

An employee may use paid personal leave days, if available, to supplement the paid leave for up to two (2) additional days. Where an individual has exhausted her/his paid personal days, the leave may be extended to provide for up to an additional two (2) days' paid leave.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 21: PREGNANCY/PATERNITY NON-BIRTH PARENT/PRIMARY CAREGIVER AND ADOPTION/PARENTAL LEAVE

Pregnancy Leave

21:01

(a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the University prior to the probable date of delivery, and who presents to the Department or Division Head a doctor's certificate of or certificate from a midwife stating that she the employee is pregnant and the probable date of delivery, is entitled to pregnancy leave of absence of eighteen (18) seventeen (17) weeks.

(b) 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 pregnancy benefits, and, for the next sixteen (16) weeks, will pay the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of weekly salary, provided that the employee provides proof that the employee has applied and is receiving Employment Insurance benefits and the amount of those benefits. For employees with less than one (1) year of service, the University will pay the above noted top-up prorated according to the percentage of a whole year and FTE that the employee worked before the first day of the leave, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits.

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

(c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to the University. If pregnancy-related complications force the employee to stop work before she the employee has arranged her the employee's 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 case the employee will be entitled to utilize sick leave in accordance with Article 25 15 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 started in her the employee's 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 parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of her 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 the employee intends 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 the period of an employee's pregnancy leave. Eligibility for step and negotiated wage increase also continue during the period of an employee's pregnancy leave.

(g) Unless the employee elects not to do so, in writing, benefits coverage including participation in the pension plan will continue while she/he the employee is on pregnancy or parental leave in accordance with the Ontario Employment Standards Act as if the employee was working.

(h) It is understood that during any such leave, credit for service or seniority for the purposes of salary increments, vacation, sick leave or any other benefits under any provision of the collective agreement shall continue to accrue.

Non-Birth Parent Leave

21:02

(a) 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.

(b) Application for such leave shall be submitted in writing to the employee’s supervisor, at least five (5) days in advance. Non-birth parent Paternity leave must be taken within the first month of the birth or an adoption.

Primary Caregiver Leave and Adoption Leave

21:03

(a) Primary Caregiver Leave is available to a parent, other than a birth parent biological mother, who has the primary responsibility for the care of a child during the eighteen (48) 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 such shorter or longer period as 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 it 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 or same-sex parent, 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 for the first time).

(c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.

(d) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of weekly salary during the two (2) one (1) weeks waiting period for Employment Insurance parental benefits, and, for the next ten (10) eleven (11) weeks, will pay the difference between weekly Employment Insurance parental benefits and ninety-five (95) percent of weekly salary, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance parental benefits and the amount of those benefits. For employees with less than one (1) year of service, the University will pay the above noted top-up prorated according to the percentage of a whole year and FTE that the employee worked before the first day of the leave, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance parental benefits and the amount of those benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions, which arise through the blending of families.

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

(f) Seniority, vacation, benefits, and pensionable service continue during an employee’s Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation. Eligibility for step and negotiated wage increase also continue during the period of an employee’s Primary Caregiver Leave.

(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.
Parental Leave

21:04

(a) An employee who is a parent of a child and who has been employed with the University for thirteen (13) weeks is entitled to an eighteen (18) week 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 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 as amended from time to time.

(b) For employees who take pregnancy leave, parental leave commences when the employee's pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother parent. For all other new parents, parental leave must commence within 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 as amended 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

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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 parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If he/she the employee does not specify when the leave will end, it will be assumed that he/she the employee wishes to take the maximum leave in accordance with Article 21:04(a) (i) or (ii), as applicable. An employee who has given notice to begin a 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.

(e) 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 his/her intent to take the parental leave.

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

(g) 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.

(h) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation. Eligibility for step and negotiated wage increase also continue during the period of an employee's Parental Leave.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
22:04 The University will provide the Union with all copies of Workplace Safety and Insurance Board (WSIB) Form 7 Employer's Report of Injury/Illness for members injured on the job.

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 Intent for the term of the renewal Collective Agreement:

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

LETTER OF AGREEMENT: IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES

DATE

Mr. Bernard King
OPSEU - Region 5 Toronto Wellesley Office
31 Wellesley Street East
Toronto, ON M4Y 1G7

Dear Mr. King,

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 21:01(b), 21:03(d) or 21:04(c), 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 leave 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 21:01(a), 21:03(a) and/or 21:04(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,

Alexander Brat
Executive Director, Labour Relations

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University of Toronto
15/11/2017

For the University

For the Union

WITHOUT PREJUDICE

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