MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

-BETWEEN-

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

-AND-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1230 – Full-Time and Part-Time
(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 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 1 to 5 +

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
DATED AT TORONTO THIS 1ST DAY OF December 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- All other proposals not expressly agreed upon are withdrawn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 I: Wages
    - July 1, 2017 1.80% ATB increase to be applied to June 30, 2017 base salary
    - July 1, 2017 0.66% 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
    - The University agrees to renew the provisions of the Voluntary Retirement Incentive Program on the same terms as they existed in the previous collective agreement but with new dates to reflect the term of this renewal collective agreement
    - The University agrees to renew the provisions of the Early Retirement Bridge Benefit Outside of the Pension plan on the same terms as they existed in the previous collective agreement but with new dates to reflect the term of this renewal collective agreement
    - 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, include coverage for cochlear implants under the existing maximum for Hearing benefits.
    - Effective January 1, 2018, the Paramedical Plan combined maximum will increase from $700 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 $1,800 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
- Establishment of NEW $25,000 training and development fund for the term of this renewal collective agreement
- Educational Assistance (Staff Tuition Waiver) Provision 1.e) courses offered by the School of Continuing Studies that are work or job related, up to a maximum of seven hundred and fifty ($750) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of three hundred and fifty ($350) dollars per course, with a combined maximum of four (4) courses per academic year.

For the University

For the Union

December 1, 2017

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Voluntary Retirement Incentive Program

The University will provide a one-time-only Retiring Allowance payment equivalent to two (2) months of base wages to employees who apply and are approved on the following basis:

i) Total overall expenditure for all payments under this plan shall not exceed $100,000.

ii) Only employees who are eligible for an unreduced pension as of the date that their retirement would take effect, in accordance with (iii) below, will be eligible to apply for the Retiring Allowance.

iii) Commencing March 14, 2016 February 1, 2018, and ending April 8, 2016 March 30, 2018, the University will accept applications from eligible employees for retirement on or after June May 30 31, 2016 2018, but no later than August 31 September 30, 2016 2018.

iv) Applications submitted during the time period set out in (iii) above will be approved at the end of the period, in order of the applicants' seniority until the total cost of the Retiring Allowances reaches $100,000 (or less, in the event that approving one additional Retiring Allowance would result in the total cost exceeding $100,000).

v) Once an application has been approved, the employee's retirement date shall be irrevocable. The Employer will notify each applicant whether their application was approved or not. Any employee whose application for the Retiring Allowance is not approved will have the option to rescind their application for retirement.

vi) For clarity, the number of employees approved for the Retiring Allowances shall be such that the total cost of their Retiring Allowances does not exceed $100,000.

vii) This Retirement Incentive Program is intended to replace the Early Retirement Bridge Benefit Outside of the Pension Plan. However, if this Program is undersubscribed and a portion of the $100,000 remains following its implementation that is sufficient to provide a benefit under the Early Retirement Bridge Benefit Outside of the Pension Plan, then this remaining unused portion will be allocated to the Early Retirement Bridge Benefit. For clarity, the total overall expenditure under both programs, i.e. Voluntary Retirement incentive Program AND Early Retirement Bridge Benefit Outside of the Pension Plan, shall not exceed $100,000.
EARLY RETIREMENT BRIDGE BENEFIT OUTSIDE OF THE PENSION PLAN - CUPE 1230

Available to actively employed members who are eligible to retire with an Unreduced Early Retirement Pension under the 60/80 provision of the Pension Plan as of December 31, 2016, and who apply and are accepted as part of the CAPPED BRIDGE BENEFIT POOL for CUPE 1230 early retirements effective on December 31, 2016.

The amount of the CAPPED BRIDGE BENEFIT POOL shall be capped at an amount equivalent to the unused portion, if any, of the $100,000 total overall expenditure under the Voluntary Retirement Incentive Program remaining following its implementation. For clarity, the total overall expenditure under both programs, i.e. Voluntary Retirement Incentive Program AND Early Retirement Bridge Outside of the Pension Plan, shall not exceed $100,000.

The Lump Sum Amount shall be used to determine the value of each accepted application.

Applications will be accepted on a first come first accepted basis between September October 1 and September October 31, 2016. Applications will no longer be accepted upon expenditure of the CAPPED BRIDGE BENEFIT POOL, or September October 31, 2016, whichever occurs first. Once accepted in writing under the CAPPED BRIDGE BENEFIT POOL, the application for early retirement is irrevocable.

A Member who is part of the POOL must elect, prior to December 31, 2016, to take the Bridge Benefit in the form of:

- A monthly payment on the 28th of each month from date of Early Retirement up to and including the month prior to the member's 65th birthday; OR
- A lump sum retiring allowance at the date of early retirement, tax sheltered to the extent possible under the provisions of the Income Tax Act.

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* Lump Sum Amount will be interpolated for partial years. A lump sum retiring allowance at the date of early retirement, tax sheltered to the extent possible under the provisions of the Income Tax Act.

UofT & CUPE Local 1230 Full-Time & Part-Time
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 5: NO DISCRIMINATION

5:01 The University and the Union agree to uphold the Ontario Human Rights Code and will not under any circumstances permit employment practices and procedures in contravention of it.

5:02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, sexual harassment or coercion exercised or practiced with respect to any member of the Bargaining Unit in any matter concerning the application of the provisions of this Agreement by reason of age, race, creed, colour, nationality, ancestry or place of origin, ethnic origin, citizenship, religious or political affiliation or belief, sex, gender identity, gender expression, marital status, family status, sexual orientation, place of residence, record of offences unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment, physical handicap or disability provided that such handicap or disability does not prevent the carrying out of required duties, nor by reason of non-membership, membership or activity in the Union.

The University and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, gender orientation, gender identity, gender expression, religious belief, colour, ethnic origin, mother tongue, marital status, family status, political affiliation or belief, citizenship, sexual orientation, disability, age, or record of offences, as those terms are defined in the Ontario Human Rights Code (if applicable), subject to the Ontario Human Rights Code provisions related to bona fide occupational qualification.

5:03 The University and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities, and people who because of their race, colour, sexual orientation or gender orientation have been traditionally disadvantaged 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.

Workplace Harassment

5:04 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 Workplace Harassment Program (including the University's Human Resources Guidelines 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. The
University will notify the Union when any substantive changes are made to the Human Resources Guidelines on Civil Conduct and at the request of the Union will meet to discuss such changes. **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.

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 (Three) of the grievance procedure. If not resolved at Step 3 (Three), 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

5:05 Sexual harassment shall be considered discrimination under Article 5:01 of this Collective Agreement.

For the purpose 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 decisions affecting the employee; and/or

3) Physical conduct, occurring either on the Employer's premises or in the pursuance 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 that employee or those employees an intimidating, hostile, or offensive working 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 which the actor knows, or ought reasonably to know, creates for that employee or those employees an intimidating, hostile, or offensive working environment;

--- that exceeds the bounds of freedom of expression or academic freedom as these are understood in University policies and accepted practices, including but not restricted to those explicitly adopted.

5:06. An employee may elect to submit a grievance alleging sexual harassment under the Collective Agreement or to file a complaint under the Employer’s Sexual Harassment Policy. The time period for filing a grievance shall be no longer than six (6) months.

If the employee elects to submit a grievance the employee shall have access to the same mediation process as in the Employer’s policy prior to Step 1 of the grievance procedure. No information relating to the grievor’s personal background or lifestyle shall be admissible during the grievance or arbitration process.

5:06. The University will provide an environment where employees are not subjected to sexual violence and sexual harassment. Employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the Ontario Human Rights Code, the Occupational Health and Safety Act and the University’s Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

For clarity, 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."

5:07 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.

5:08 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 Vice-President Human Resources & Equity (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.

5:09 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

5:10 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.

5:11 Witnesses who give Information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

5:12 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 CUPE 1230 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.

**Racial Discrimination**

5:13 An employee who files a grievance under the collective agreement alleging that the employee has been discriminated against because of race contrary to Article 5:02 may, if the employee chooses, meet with the University’s Anti-Racism and Cultural Diversity Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union representative if the employee so chooses. Thereafter an employee may resume the grievance process.

**General Harassment**

5:14 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

**No Reprisal**

5:07 Every employee may bring forward, provide information regarding, assist, or otherwise be involved in the resolution of a complaint without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge, whether that complaint is brought forward through a grievance under the collective agreement or a complaint in accordance with another University Policy or Guideline, provided that the employee is not acting in bad faith or in a manner that is vexatious or otherwise clearly improper.

The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

Further, every employee has a right to a workplace free of harassment, discrimination, reprisal or retaliation. Accordingly, every employee may bring forward, provide information regarding, assist, or otherwise be involved in the resolution of a complaint without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge, whether that complaint is brought forward through a grievance under the collective agreement or a complaint in accordance with another University Policy or Guideline, provided
that the employee is not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. For clarity, there will be no reprisals against any employee who brings forward a complaint of harassment and/or discrimination within the meaning of Article 5 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 2 (Two) of the Grievance Procedure.

For the University

For the Union

Nov. 10, 2017 2:25 pm

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
6:03

a. The Full-Time employees constituting the Union Bargaining Committee shall be given time off during working hours without loss of pay while actually attending such negotiation meetings with the Employer.

b. Full-Time employees constituting the Union Bargaining Committee shall each be granted as preparation time one-half (1/2) day off with pay for each year of the term of the Collective Agreement to be renewed.

c. The Employer agrees to pay any Part-Time member of the Bargaining Unit Negotiating Committee seven and one-quarter (7¼) hours' pay at their regular wage rate for attending meetings to negotiate amendments to the Collective Agreement.

d. Any Part-Time member of the Bargaining Unit Negotiating Committee shall be granted as preparation time, one half (1/2) day off with pay at three and two-thirds (3 2/3) hours' pay for each year of the term of the collective agreement to be renewed.

e. The Union will provide a minimum of five (5) full working days' advance notice for time off provisions as specified under Article 6:03, paragraphs a, b, and d.

For the University

For the Union

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

7:01 Up to a total of eight (8) days per month with pay will be granted as leave to Union Officials as designated by the Union for the purpose of conducting union business pertaining to either the Full-Time and Part-Time or Student Casual Bargaining Units. Arrangements for such time off shall be made by the Union President in consultation with the Library Manager of Human Resources. The Union will provide a minimum of five (5) full working days' advance notice for such leaves. It is agreed and understood that such leave shall be used exclusively for the business of the Library Bargaining Units. If not used, no portion of this leave may be carried over to the next month.

Union Paid Leave

7:02 From time to time, the Union may request leave (to be paid by the Union) for Union Officials. Arrangements for such time off shall be made by the Union President in consultation with the Library Manager of Human Resources. The Union will endeavor to provide as much advance notice as possible. In any event, the Union will provide a minimum of five (5) full working days' advance notice for such leaves. Such leaves are subject to management approval and will not be unreasonably denied.

For the University

For the Union

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

Uott & CUPF Local 1230 Full-Time & Part-Time
Arbitration Leave

7:04 The Employer agrees that the President, the Chief Union Steward, the Steward and the grievor involved in the processing of a grievance shall not suffer any loss of pay or benefits for the time involved attending arbitration or mediation hearings. It is understood no payment for time lost shall be made for attendance at such hearings to Union witnesses.

For the University

[Signature]

[Date]

For the Union

[Signature]

June 8, 2017

3:45 pm

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
The list of Unions Stewards is as follows and the Employer agrees to amend the following list of Union Stewards during the term of the Agreement to reflect changes in the organization in order to ensure appropriate Steward representation of Union Staff.

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<th>One Steward-at-Large</th>
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*Robarts Library, Music, Law, Architecture, Business*

For the University

For the Union

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

UofT & CUPE Local 1230 Full-Time & Part-Time
The Employer agrees that Stewards-at-Large or the Chief Union Steward or the President of the Local shall be given the opportunity of interviewing each new employee once, during the probationary period, for the purpose of informing such employees of the existence of the Union at the Library. Where there are a number of employees to be interviewed, it is agreed that it shall be done on a group basis. The Employer shall advise the Union of the names of the persons to be interviewed, and the time and place for such interview, the duration of which shall be reasonable but not more than sixty (60) minutes. Normally this interview will be scheduled within the first ninety (90) calendar days of the new employee(s) being hired.

For the University

For the Union

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

UofT & CUPE Local 1230 Full-Time & Part-Time
Union Representation

9:01 When an employee is summoned to the supervisor's office for an interview concerning discipline or conduct or unsatisfactory work performance, or for an interview or meeting or discussion including matters under investigation which may lead to discipline, the supervisor will inform the employee of the employee's right to have a Union Steward present prior to discussing the matter with the employee. The Employer will arrange for a Union Steward to be present without undue delay and without further discussion of the matter. The Union Steward shall be present during any such interview unless the employee requests otherwise and completes Appendix "A" to so indicate in the presence of the Union Steward. The Union shall receive a copy of Appendix A. Whether or not the Steward is present at the meeting, if discipline results, a contact form will be completed and given to the employee. The Employer will supply a copy of each to the Union within forty-eight (48) hours of the meeting.

Unless a contact form is so issued, no disciplinary action will be considered to be recorded. At the employee's request, the Employer shall supply a copy of any document relevant to the matter in question in the employee's Human Resources file.

For the University

For the Union June 9, 2017.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 16: PROBATIONARY EMPLOYEES

16:01

(a) Newly hired Full-Time employees from outside the Bargaining Unit will be considered as probationary employees until they have worked for a total of six (6) calendar months for the Employer.

(b) Newly hired Part-Time employees will be considered as probationary employees until they have worked a total of six hundred and ninety-seven (697) hours or nine (9) calendar months (whichever comes first) for the Employer.

(c) In the case where a term or temporary position is re-posted as a regular Full Time or Part Time position in the Bargaining Unit and the same incumbent is hired for that position, time worked in the term or temporary position shall count towards the probationary period, seniority and placement on the steps of the wage schedule.

(d) For clarity, the probationary period is not the same as the trial period set out in Article 24:02.

16:02 During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The Employer may discharge an employee at any time during the probationary period at the sole discretion of the Employer. In the event an employee is discharged, the employee shall be entitled to submit a grievance under Article 12:01 of the Collective Agreement.

For the University

For the Union

Nov 27, 2017 3:15 pm

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

19:03

(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 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 one (13) weeks (1) year of service or more the University will pay ninety-five (95) percent of weekly pregnancy benefits and ninety-five (95) percent of weekly salary, provided that the employee applies and provides proof that the employee has applied and receives 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 the employee has arranged the 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 24 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 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 a 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, the employee must give the University four (4) weeks’ written notice of the date on which she 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), 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. Eligibility for step and negotiated wage increases also continue during the period of an employee’s pregnancy leave.

Primary Caregiver and Adoption Leave

19:04

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 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 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 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 one (2 1) week waiting period for Employment Insurance parental benefits, and, for the next sixteen (16) weeks, will pay the difference between weekly Employment Insurance parental 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 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 from the blending of families. For employees with less than one (1) year of service, the University will pay the above noted top-up pro-rated 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 applies provides proof that the employee has applied for and receives 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

19:05

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 a 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 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 from time to time. This provision is not available to employees who have taken Primary Caregiver/Adoption Leave.

c) For employees with one (1) year of service or more who provide the University with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following:

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

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

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

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

d) An employee who is entitled to a parental leave is required to give the University two (2) weeks’ written notice prior to the commencement of the leave. If 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 19.05(a) (i) or (ii), as applicable.

e) An employee who have 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 his/her the employee’s intent to take the parental leave.

g) 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.

h) If an employee wishes to change the date of return to work to a later date (but subject to 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. Eligibility for step and negotiated wage increase also continue during the period of an employee’s parental leave.

19:06 The requirements established by Employment & Immigration Canada concerning Employment Insurance benefits and Supplemental-Employment-Benefits (SEB), as they apply to Articles 19:03 and 19:04 are as follows:

**Benefit Level**

Other earnings earned by an employee with another employer or by self-employment must be considered in the benefit-level criterion. The combination of Employment Insurance benefits, Supplemental Employment Benefits and all other earnings will never exceed ninety-five (95) percent of the employee's normal weekly earnings.

**Disqualification or Disentitlement**

Employees disqualified or disentitled from receiving Employment Insurance benefits are not eligible for Supplemental-Employment-Benefits.
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Paternity Non-Birth Parent Leave

19:076 Upon the birth or adoption of a child, a father or same-sex non-birth parent shall be granted up to three five (3 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. Paternity Non-birth parent leave must be taken within the first month of the birth or an adoption.

For the University

For the Union

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

UofT & CUPE Local 1230 Full-Time & Part-Time
Health Care Appointments

19:09 Where an employee cannot schedule a health care appointment outside of the employee’s regular working hours, the employee will give as much advanced notice as possible, and will be given time off with pay necessary to attend the appointment up to seven (7) hours per year, pro-rated for employees working on a term or temporary basis and for Part-time employees based on appointment status as a percentage of full time hours. In such cases, the employee will attempt to schedule the appointment so as to minimize disruption to the employee’s work day. Such leave may not be taken in units of less than one (1) hour.

A request by an employee to attend regularly occurring health care appointments, such as an ongoing treatment regimen, which cannot be scheduled outside the employee’s regular working hours, may be treated by the University as a request for accommodation and treated accordingly, as appropriate.

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

19:14 The University will grant compassionate care leave 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 will pay up to the equivalent of the weekly Employment Insurance benefit for which the employee is qualified for the two one (2 1) week waiting period provided that the employee applies for and receives Employment Insurance compassionate care benefits.

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

22:11 An eligible employee who is hospitalized or confined by order of a physician due to unforeseen circumstances during their vacation period will be allowed to draw illness or injury sick-leave with pay for the period of time for which they are hospitalized or confined in accordance with Article 22:01 providing that the employee furnishes proof of such hospitalization or confinement and unforeseen circumstances to the Employer. The employee will be allowed to reschedule that portion of vacation during which they were hospitalized or confined at a later date mutually agreeable to the employee and the employee's supervisor.
ARTICLE 23: JOB POSTING

23:01 At least seven (7) working days prior to making any permanent staff changes covered by the terms of this Agreement, except as indicated in Article 23:05 23:06, the Employer first will post notice of the said position on the Employer's website in the Employer's offices, and on the bulletin boards of the Library, three (3) of which shall be locked cases; and notify the Union, in writing, in order that all members will know about the position and be able to make written application therefore. Further, an electronic copy will be posted for distribution. Such notice shall contain the following information: nature of the position, job description, required knowledge and education, ability and skills, hours of work, and salary rate or salary range. All notices shall include information regarding the selection process (e.g., the selection process for eligible, qualified candidates will include interview(s), a test or exercise and reference check(s)).

Employee applicants must apply in accordance with the requirements set out in the electronic posting and will receive acknowledgement of the receipt of their application.
(a) Any employee in the Bargaining Unit may make application for any vacant position in the Bargaining Unit. In the event that the position is not awarded to a member of the Bargaining Unit then applications submitted by members of the Student Casual Bargaining Unit will be given consideration.

If the Employer does not offer the position to a candidate from the Full-Time and Part-Time Bargaining Unit, the hiring Department retains the discretion to consider other applicants internal and external to the University.

Applicants from the Full-Time and Part-Time Bargaining Unit shall be notified of the outcome of their applications before other internal and external applicants are considered for the position.

An unsuccessful candidate from the Full-Time and Part-Time Bargaining Unit may request, in writing, a written explanation as to why he/she the candidate was not selected, within five (5) working days of being so advised. Management will provide a written explanation within a further ten (10) working days.

An unsuccessful candidate from the Full-Time and Part-Time Bargaining Unit may request for and will be given informal advice on how to prepare for future job postings and/or improve the candidate's qualifications, and/or assistance in developing a career development plan as set out in Article 38.

For the University

For the Union

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

25:05 An employee, alone or with a Union Officer (President, Acting President or Steward), shall have the right to examine all documents pertaining to that individual in any files kept in the Library Human Resources Office as a basis for personnel decisions affecting that employee, and to have such files corrected or supplemented in cases of inaccuracy or inadequacy. Such comments shall become part of the file.

Examination of the Human Resources files may be made after the employee gives notice of desire to do so, before the close of business in the Human Resources Office on the next working day, and under the conditions which the Library Manager Human Resources deems appropriate to ensure security of the file.

The Employer agrees that, employees shall be entitled to request copies of documents in their Human Resources file, to which they are entitled in accordance with the University’s Policy on Access to Information and Protection of Privacy. Such requests must be made in writing to the Library Manager Human Resources. The Employer reserves the right to assess a fee for providing copies of such documentation, consistent with the cost incurred by the Employer in responding to such requests.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Monthly Listing of Employment Status Changes

33:05 The Employer will provide the Secretary-Treasurer of the Union, Local 1230 with a monthly listing of employment status changes such as leaves of absence, maternity pregnancy, parental, and primary caregiver leaves, employees on long-term disability, terminations, department and new hires, when and if such information is readily made available in an automated form to the Library.

For the University

[Signature]

Date: [Date]

For the Union

[Signature]

[Date]

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

35:01 The Employer shall notify the Union at least six months in advance of the general nature of any technological changes that may affect the employment of employees in the Bargaining Unit.

At least two months prior to the introduction of the aforementioned technological changes, the Employer will convene a meeting(s) with the Union to discuss the technological changes, including:

(a) the names and classifications of employees who may be affected by the technological changes;

(b) plans the Employer may be considering for re-training and/or re-locating the affected employees;

The establishment of new job classifications resulting from technological change will be in accordance with Article 23:10 23:09.

For the University

For the Union  June 8, 2017 3:48p

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

UofT & CUPE Local 1230 Full-Time & Part-Time
37:02 The Employer will provide the Committee with copies of accident reports related to members of the **Full-Time and Part-Time** Bargaining Unit and the **Student Casual Bargaining Unit**.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
37:04 The University is committed to the prevention of illness or injury through the provision and maintenance of healthy and safe conditions on its premises. The University endeavors 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 Health and Safety Committee meetings will be forwarded to the Union office via electronic mail.

It is further agreed that the Union may submit a grievance should the University unilaterally amend or abrogate the terms of the Joint Health and Safety Committee Terms of Reference, and/or fail to provide adequate paid time off for worker members to carry out their Joint Health and Safety Committee duties as specified in this agreement. Such grievances will be submitted in accordance with the provisions specified under Articles 11, 12, 13 and 14 of the Collective Agreement.

For the University

[Signature]

For the Union

[Signature]

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

UofT & CUPE Local 1230 Full-Time & Part-Time
37:06  Where an employee makes a request for an ergonomic assessment, the Employer shall initiate the ergonomic assessment process within ten (10) working days of such a request being submitted in writing to the employee's supervisor.

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

UofT & CUPE Local 1230 Full-Time & Part-Time
NEW ARTICLE: PERSONAL PROTECTIVE EQUIPMENT

37:07 Employees will wear, and the University will supply, protective clothing and other devices which the University requires employees to use to protect employees from injuries arising from their employment.

For the University

For the Union

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

UofT & CUPE Local 1230 Full-Time & Part-Time
NEW ARTICLE: PREGNANCY

37:08 In assessing the health and safety of work, the University 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

November 6, 2017 12:55

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
37:09 One worker member appointed or elected by the Union may become a certified worker representative on the Committee if requested by the Union. The Employer 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.

For the University

[Signature]

For the Union

[Signature]

Nov. 16, 2017 3:28 pm

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 38: TRAINING/CAREER DEVELOPMENT

Departmental Training

38:01 The Employer shall provide Departmental training related to the employee's position in accordance with the attached Letter of Intent: Departmental Training.

Training for Career Development

38:02 The University recognizes the value of employees in achieving its mission and contributing to its excellence. In this regard, the Union and the University recognize that training and career development are important components in achieving these objectives, in that they better enable all employees to fulfill their potential and contribute to the University. Employees pursuing career development opportunities will maintain jointly with their manager, individual career development plans. It is recognized that training can encompass a multitude of forms, in addition to formal training and training offered through Organizational Development & Learning Centre, including but not limited to cross training opportunities, informal and formal training opportunities, project related training assignments, and job shadowing opportunities. It is understood that such short term arrangements shall be viewed as training and career development opportunities and as such, Article 24 does not apply; short term opportunities may be cancelled by either party with reasonable notice. It is understood that such short term arrangements are not intended to address staffing issues.

Employees may request from the Employer training and career development related to the employee's position or as part of the agreed upon career development plan. Such training and career development opportunities will be approved at the Employer's discretion subject to operational requirements, cost and the availability of programs. Such requests would not be unreasonably withheld.

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 AGREEMENT: IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES

DATE

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 1230  
80 Commerce Valley Drive East  
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 19:03(b), 19:04(d) or 19:05(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 19:03(a), 19:04(a) and/or 19:05(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,

UofT & CUPE Local 1230 Full-Time & Part-Time
Alexander Brat  
Executive Director, Labour Relations

For the University

For the Union

Nov 6, 2017 1:08 pm

UofT & CUPE Local 1230 Full-Time & Part-Time
LETTER OF UNDERSTANDING: Domestic Violence

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 1230  
80 Commerce Valley Drive East  
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,

Alexander Brat  
Executive Director, Labour Relations

For the University  

For the Union  

UofT & CUPE Local 1230 Full-Time & Part-Time
LETTER OF INTENT: REPLACEMENT OF FULL-TIME OR REGULAR PART-TIME EMPLOYEES

January 6, 2016 DATE

Ms. Leanne MacMillan
National Representative
Canadian Union of Public Employees, Local 1230
80 Commerce Valley Drive East
Markham, Ontario
L3T 0B2

Dear Ms. MacMillan,

It is not the intention of the Employer to hire Student Casual employees part-time Employees to replace full-time or regular part-time staff in the Bargaining Unit.

Yours truly,

Alexander Brat
Executive Director, Labour Relations

For the University

For the Union

Nov 27, 2017 9:35 pm
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:

Letter of Intent: Replacement of Full-Time Employees
Letter of Intent: Information Regarding Employee Benefits
Letter of Intent: Provision of Office Space
Letter of Intent: Departmental Training
Letter of Intent: Harassment Awareness Workshop
Letters of Intent: Pension Information
Letter of Intent: Accommodation
Letter of Intent: Educational Assistance
Letter of Intent: Tuition Waiver for Dependents
Letter of Intent: Biometrics
Letter of Intent: Memorandum of Agreement: Adjustment of Hours – Regular Part-Time Employees
Letter of Intent: Job Evaluation Information
Letter of Understanding: Employment Equity
Letter of Agreement: Employee Child Care Benefit Plan – Regular Part-Time Employees

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: HARASSMENT AWARENESS WORKSHOP

January 6, 2016 Date

Ms. Leanne MacMillan
National Representative
Canadian Union of Public Employees, Local 1230
80 Commerce Valley Drive East
Markham, Ontario
L3T 0B2

Dear Ms. MacMillan,

The University and the Union recognize that they have a joint responsibility with respect to safety in the workplace. During the life of the current Collective Agreement, the Parties agree to meet with a view to organizing and conducting an information workshop to address the issues of harassment in accordance with the Human Rights Code, Collective Agreement, the Human Resources Guideline on Civil Conduct University’s Workplace Harassment Program (including the University’s Human Resources Guidelines on Civil Conduct, and the University’s Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment) and the University’s Sexual Violence and Sexual Harassment Policy and Statement on Prohibited Discrimination and Discriminatory Harassment and violence in the workplace.

Arrangements will be made for Regular Part-Time employees to attend the workshop at no loss of earnings.

The workshop, which may be approximately two and one half (2½) to three (3) hours in duration, will be conducted by instructors from the Union and may involve the participation of University Human Resources and Equity officers.

The first session of the workshop will be offered to Union officials and Library supervisory staff.

Yours truly,

Alexander Brat
Executive Director, Labour Relations

For the University

UofT & CUPE Local 1230 Full-Time & Part-Time
January 6, 2016

Ms. Leanne MacMillan
National Representative
Canadian Union of Public Employees, Local 1230
80 Commerce Valley Drive East
Markham, Ontario
L3T 0B2

Dear Ms. MacMillan,

The University agrees that employees in the Bargaining Unit shall be entitled to the benefits of the Educational Assistance policy, attached thereto.

It is agreed that the University may amend the aforesaid Policy from time to time.

Yours truly,

Alexander Brat
Executive Director, Labour Relations
EDUCATIONAL ASSISTANCE POLICY

INTRODUCTION

In keeping with its policy objective to provide staff members with opportunities for personal development and establish a working environment that will encourage them to develop their abilities, the University has designed this practice on Educational Assistance. Its provisions define the extent to which the University will financially assist staff to further their formal education.

TERMS OF REFERENCE

Qualifying staff members referred to below are those staff who are eligible in terms of University service (described under ELIGIBILITY) and have academic acceptability by the Faculty, School, Centre, etc., from where the course is to be taken and the approval of the Department Head before beginning the course as described under PROCEDURES.

ELIGIBILITY

Bargaining Unit employees whether Full-Time, Part-Time of twenty-five (25) percent or more, or sessionals are eligible. In the case of Part-Time staff members for the first three years' continuous service, the funding is pro-rated in accordance with the Part-Time appointment.

PROVISIONS

1. One hundred (100%) percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking:

a) a University of Toronto degree course, up to and including the Master's level. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee. For Master's level programmes the tuition waiver shall be limited to the part-time programme fee or three thousand ($3,000) dollars per academic year, whichever is less. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or three thousand ($3,000) dollars per year, so long as the employee has already received a tuition waiver under this policy; or

b) a University of Toronto course taken as part of the "academic bridging" programme, or

c) a University of Toronto course taken as a "special student"; or

d) a diploma or certificate programme offered through Woodsworth College or other University of Toronto academic divisions, for which students are registered as University of Toronto students and receive diploma at Convocation in accordance with the University Policy on Diploma and Certificate Programmes. The maximum tuition waiver shall be limited to three (3) full courses during the
Fall/Winter session, and one (1) full course during the summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee.

e) courses offered by the School of Continuing Studies that are work or job related, up to a maximum of five seven hundred and fifty ($750) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of two three hundred and fifty ($350) dollars per course, with a combined maximum of six four (6 4) courses per academic year.

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

2. Fifty (50%) percent Tuition Reimbursed

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

1. Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire.

2. Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of his/her present job or directly related to his/her potential career. Individual courses, even though unrelated, will qualify provided they are a part of an eligible certificate, diploma or degree program.

For the University

For the Union

November 27, 2017

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

UofT & CUPE Local 1230 Full-Time & Part-Time
LETTER OF INTENT: JOB-RELATED TRAINING AND DEVELOPMENT FUND

DATE

Ms. Leanne MacMillan
National Representative
Canadian Union of Public Employees, Local 1230
80 Commerce Valley Drive East
Markham, Ontario
L3T 0B2

Dear Ms. MacMillan,

The University and the Union are committed to supporting the job-related training and development needs of the employees in the bargaining unit, in accordance with Article 38:02 of the Full-Time and Part-Time Collective Agreement. In this regard, during the term of the 2017 – 2020 renewal Collective Agreement, the parties agree to form a Working Group comprised of three (3) representatives from the University and three (3) representatives from the Union. The parties agree that the Working Group will meet on a quarterly basis during the term of this Collective Agreement.

The Working Group will discuss ways to provide job-related training and development opportunities to the employees in the bargaining unit. In support of this, the University will establish a training fund in the amount of $25,000 for the term of the 2017 – 2020 Collective Agreement. The Fund will be administered by the University and recommendations from the Working Group will be given due consideration in determining how the fund will be utilized. The Working Group will be provided with data on utilization of the Fund in advance of the quarterly meetings to enable meaningful discussions.

Yours truly,

Alexander Brat
Executive Director, Labour Relations

UofT & CUPE Local 1230 Full-Time & Part-Time
University of Toronto
17/11/2017

For the University

[Signature]

Nov 27, 2017 3:16pm
For the Union

[Signature]

UofT & CUPE Local 1230 Full-Time & Part-Time
NEW

LETTER OF INTENT: TERM POSITIONS THAT ARE GRANT FUNDED AND/OR FUNDED FROM OUTSIDE THE CENTRAL LIBRARY’S BASE BUDGET

DATE

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 1230  
80 Commerce Valley Drive East  
Markham, Ontario  
L3T 0B2

Dear Ms. MacMillan,

If the Employer creates a term position that is grant funded and/or funded from outside the Central Library’s base budget, or a term position to replace an employee who has been elected as CUPE Local 1230 President, then all provisions of the collective agreement shall apply to such term positions except Article 18. Such term positions may be extended at the discretion of the Employer and extensions shall not be subject to job posting under Article 23.

In the event that such a position is ended by the Employer earlier than the end date specified in the offer of employment, then the employee shall be provided with ten (10) working days of notice or pay in lieu of notice.

Such positions shall not be used to replace regular full time or regular part time positions in the bargaining unit.

If the same position is posted as a regular full time or regular part time position in the bargaining unit, then the provisions of Article 16:01 (c) shall apply.

Yours truly,

Alexander Brat  
Executive Director, Labour Relations
University of Toronto
27/11/2017

WITHOUT PREJUDICE

For the University

[Signature]

November 27, 2017
For the Union

[Signature]
NEW

LETTER OF INTENT: VOLUNTARY RETIREMENT INCENTIVE PROGRAM AND EARLY RETIREMENT BRIDGE BENEFIT OUTSIDE OF THE PENSION PLAN – REMAINING FUNDS

DATE

Ms. Leanne MacMillan
National Representative
Canadian Union of Public Employees, Local 1230
80 Commerce Valley Drive East
Markham, Ontario
L3T 0B2

Dear Ms. MacMillan,

If any funds remain in the $100,000 CAPPED BRIDGE BENEFIT POOL following the implementation of both the Voluntary Retirement Incentive Program and the Early Retirement Bridge Benefit Outside of the Pension Plan, then the Parties shall meet to discuss whether and how any of the remaining funds may be utilized to provide additional retirement incentives to eligible employees.

Yours truly,

Alexander Brat
Executive Director, Labour Relations

For the University

For the Union

November 27, 2017 9:32 pm

UofT & CUPE Local 1230 Full-Time & Part-Time