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 2484
(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 6 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 7 to 34

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]
U of T and CUPE Local 2484
WITHOUT PREJUDICE
November 29, 2017

DATED AT TORONTO THIS 29th DAY OF November 2017

4:00 pm
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- All other proposals not expressly agreed upon are withdrawn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 0.65% 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, 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
  - 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.

For the University

Maivaks

For the Union

For the Union

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

Letter of Intent: Programming Time  
Letter of Intent: Educational Assistance  
Letter of Intent: Fee Waiver for Dependents  
Letter of Intent: ECE Student Placements  
Letter of Intent: Attendance Management Program  
Letter of Intent: Child Care Benefit Pool  
Letter of Intent: Information to Union  
Letter of Intent: College of Early Childhood Educators

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

22:08

(a) Employees other than term employees shall receive up to five (5) paid leave days per annum for professional development courses taken during the working hours for specified purposes relating directly to the functions being performed by the employee at the day care centre. Professional development can include such activities as workshops, seminars, conferences and course related to early childhood education and development, working meetings regarding changes to the City and Provincial administrative approaches to day care and its funding, visits to other centres, resource centres including special needs resources, Ontario Coalition for Better Day Care and CCAAC conferences and conventions and in general, workshops and seminars that will enhance the staff's ability to function at the Early Learning Centre (e.g., time or stress management courses). Application for PD leave shall be made in writing to the Employer and should be submitted two (2) weeks before the proposed date of the leave if this is possible. The leaves shall be at times mutually agreed upon between the employee and the supervisor. Such leaves are not subject to carry forward from year to year. Such leave may be granted to no more than four (4) employees at any one time. Employees may request financial assistance for the registration costs of conferences and seminars. Such registration costs, for events approved by the Employer, will be reimbursed up to a total of three thousand ($3,000.00) dollars for all members of the unit in any one year. The Employer agrees to distribute the three thousand ($3,000) dollars as equitably as possible amongst the eligible bargaining unit members who request financial assistance for such registration cost. The costs of travel or accommodation are not eligible for reimbursement.

On or about April 1 of each year, the Employer agrees to distribute any remaining amount of the $3000 as equitably as possible amongst eligible bargaining unit members who initially received only partial reimbursement, up to the full amount of registration cost(s).

If operationally feasible, it is understood that the employer may choose to allow more than four (4) employees to attend professional development at its sole discretion. Such decisions shall not be made in an arbitrary or discriminatory manner.

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 2484
(b) Programming Time and Staff Meetings

All employees in the Teacher classification shall receive at least forty-five (45) minutes of programming time, every week, away from their regular daycare responsibilities to research, prepare and develop program activities, or other work related to their job duties.

All employees in the Teacher classifications shall receive programming time as part of their regularly scheduled hours of work. A combined total of one hundred and twenty (120) minutes of programming time per classroom will be assigned weekly for Teachers to research, prepare and develop program plans, or to complete other work related to their job duties. Program time shall be assigned in not less than forty (40) minute blocks.

(c) There shall be a two (2) hour mandatory monthly staff meetings at each site, of which Of these monthly meetings, three (3) per year will be for all employees of the ELC (OISE, UTM and Glen Morris campuses sites). The location for these monthly staff meetings for preschool-staff at the downtown campus will alternate between OISE and Glen Morris. UTM will hold regular staff meetings at their site. The Employer will make arrangements for UTM employees to attend the three all-centre meetings via teleconference until such time that video conference is available. It is understood that half of the meetings will be reserved for work related to coordinating programming and changing environments.

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 2484
Rate or Pay on Hiring, Progress Within Classification or Reclassification

23:03

(a) Employees on probation will receive the probationary rate set out in Schedule "A" during the probationary period. An employee considered for promotion to Assistant Supervisor will receive the Step 1 job rate for the trial period.

(b) The date of promotion from probationary or trial positions to regular positions is the first day after the end of the probationary or trial period. The appropriate Step 1 rate applies as of this day. Progression to Step 2 is twelve (12) months from the first day of work.

(c) The date of progression to the next applicable salary step is twelve (12) months from the date of the application of the prior step.

(d) Employees performing on a temporary basis the duties of a job with a higher rate of pay shall receive the higher rate for the period such duties are performed. The senior employee in charge at each site, when not the Manager, Supervisor or Assistant Supervisor, shall be paid at the rate of Assistant Supervisor - ECE at the applicable hourly rate for Pay Scale Level 01 as set out in Schedule I: Wages when such time is in excess of one (1) hour.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 32: TERM OF AGREEMENT

Duration

32:01 This Agreement shall be binding and remain in effect from July 1, 2017 to June 30, 2020, and shall continue from year to year thereafter unless either party gives to the other party, notice in writing by April 1, 2020 or in any year thereafter that it desires its termination or amendment. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

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 2484
No Other Agreements

3:04 No employee shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's her/his representatives which may conflict with the terms of this Collective Agreement.

For the University

[Signature]

J. Dow

For the Union

[Signature]

D. Cowley

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

6.02 The Union shall be notified of the full name, position and employment status (e.g., full-time, part-time, term), start date and initial work location of all employees hired into the bargaining unit prior to their first day of employment.

All employees shall be given an opportunity to be interviewed by a representative of the Union within regular working hours, without loss of pay for either, for a maximum of thirty sixty (30) (60) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and her/his the employee’s responsibilities and obligations to the Employer and the Union.

For the University

Mathews

J. Dow

For the Union

[Signature]

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE 7: CORRESPONDENCE

7:01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Secretary of the Union, with copies to the Union's Regional Office in Toronto.

A copy of any correspondence between the Employer, or the Employer's her/his designate, and any employee in the bargaining unit, pertaining to the interpretation or application of any part of this Agreement, shall be forwarded to the Secretary of the Union or the Secretary of the Union's her/his designate.

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 2484
Step One

10:02 An employee may request the employee's supervisor to call the Union Steward to handle a specified grievance. The word "specified" as used in this paragraph is interpreted by the parties hereto to mean that an employee is required to "state the nature of the grievance." The supervisor will arrange to send for the Union Steward without undue delay and without further discussion of the grievance. The Union Steward, with or without the employee present, will attempt to adjust the grievance with the supervisor, before it is given to the supervisor in writing.

If the grievance is not resolved by the supervisor, it shall be summarized in writing and signed by the employee involved and the employee's Steward, and submitted to the Manager of the Early Learning Centre by the President of the Union Local/Local Coordinator within ten (10) five (5) working days after having received an answer in writing from the supervisor. A meeting shall be arranged between the Manager of the Early Learning Centre and the President of the Union Local/Local Coordinator within three (3) working days of receiving the grievance. The Manager of the Early Learning Centre shall reply in writing to the President of the Union Local/Local Coordinator as soon as possible but not later than ten (10) working days if the grievance is not settled at this meeting.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
11:01 When either party requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other party and delivered by registered mail within twenty (20) calendar days of receipt of the answer to the grievance at Step 2. Where no written request for Arbitration is received within the time set out herein, the grievance shall be deemed to have been withdrawn and not eligible for Arbitration. In the event a grievance is referred to Arbitration in accordance with this Article, the Arbitrator shall be selected from amongst this list of Arbitrators:

Rob Herman  
Louisa Davie  
Kevin Burkett  
**Martin-Teplitsky**

A written request that a grievance be submitted to arbitration shall include the name(s) of the referring party's proposed Arbitrator. Within twenty (20) calendar days thereafter, the other party shall provide written notice that it agrees to an Arbitrator proposed by the other party or will propose the name(s) of another proposed arbitrator. If the parties are unable to agree on an Arbitrator, either party may then request the Minister of Labour for Ontario to appoint one.
Loss of Seniority

13:04 An employee shall not lose seniority rights if the employee she/he is absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Employer.

For the University

[Signature]

O. Doherty

For the Union

[Signature]

[Signature]

Note: Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Grievance on Layoffs and Recalls

16.06 Grievances concerning layoffs and recalls shall be initiated at Step 3.2 of the grievance procedure.
Holiday Closure

19:03  It is agreed that the Employer reserves the right to close the Early Learning Centre at its sole discretion over the Christmas-New Year holiday period.

In addition to the paid holidays listed in Article 19:01, employees will be given the following days off with pay: Day Before Christmas, Day Before New Year’s Day and any Presidential Day(s) designated by the University, the timing of which will be determined by the University.

Employees required to work by the University on one or more of these days will be paid at straight time for the day and will be given another day off with no loss of regular straight time pay at a time mutually agreed by the employee and the his/her supervisor.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Compensation for Holidays Falling Within Vacation Schedule

20:03 If a paid holiday falls on or is observed during an employee's vacation period, the employee he/she shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Employer and employee.

For the University

For the Union

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

22:09

(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 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 One (1) year of service or more the University will pay ninety-five (95) percent of weekly salary during the 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 applies provides proof that the employee has applied for 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 applies provides proof that the employee has applied for and receives is receiving Employment Insurance Benefits, 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 85% 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 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 21 until the actual birth of the baby, the expected date of delivery or the date she the employee intended to start her pregnancy leave as stated in her 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) 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.

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

Parental Leave

22:10

(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 unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care, and control for the first time. Both parents will be eligible to take a parental leave as follows:

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

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

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

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

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

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

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

(d) An employee who is entitled to a parental leave is required to give the University four two (4) (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 22.10 (a) (i) or (ii), as applicable.

(e) An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least four two (4) (2) weeks’ notice before the earlier date, or to a later date by giving four (4) weeks’ notice before the leave was to begin.
(f) If an employee on parental leave wishes to change the date of his/her return to work to an earlier date, the employee must give the University four (4) weeks' written notice of the date on which he/she intends to return.

(g) If an employee wishes to change the date of his/her 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.

(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."

22.11 The requirements established by Employment & Immigration Canada concerning Employment Insurance benefits and Supplemental Employment Benefits (SEB), as they apply to Article 22:09 and Article 22:12 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.

**Primary Caregiver Leave and Adoption Leave**

22.11

(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 other time as may be specified under the Employment Standards Act, 2000 from time to time. Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and is available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.
(b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g. for a father or same sex birth parent’s partner 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 fifteen (15) 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. 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 applies provides proof that the employee has applied for and receives is receiving Employment Insurance Benefits 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 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 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.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Paternity Non-birth Parent Leave

22:15 Upon the birth or adoption of a child, a father-or-same-sex non-birth parent shall be granted up to five (5) days paid leave of absence.

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

For the University

[Signature]

For the Union

[Signature]

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

22:16 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 maximum possible weekly Employment Insurance benefit for which the employee is qualified during the two one (2 1) week waiting period, provided that the employee applies for and receives Employment Insurance compassionate care benefits.

For the University

[Signature]

Francesca Dotti

For the Union

[Signature]

Rita A. [Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Pay on Transfer - Lower Rated Job

23:04 When an employee is temporarily assigned to a position paying a lower rate, the employee's her/his rate shall not be reduced.

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

26:07 Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and Step 3 2 of the grievance procedure may be by-passed.

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

26:08 When an employee cannot schedule a health care appointment outside of the employee's regular working hours, the employee will give as much advance notice as possible, and will be given time off with pay necessary to attend the appointment. In such cases, the employee will attempt to schedule the appointment so as to minimize disruption to the employee's work day.

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.
Retroactive Pay for Terminated Employees

32:03 An employee who has severed her/his employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages or salaries.

Retroactivity

32:04 All changes in the new Agreement shall be adjusted retroactively unless otherwise specified.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF AGREEMENT: IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES

DATE

Ms. Janet Teibo
Local Coordinator
CUPE Local 2484
1248 Davenport Ave
Toronto ON
M6H 2G9

Dear Ms. Teibo,

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 22:09(b), 22:10(c) or 22:12(d), will receive one paid week of leave ("Parental Transition Week") immediately following the end of their EI pregnancy or parental leave (the end of their combined 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 22:09(a), 22:10(a) and/or 22:11(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,

Alex Brat
Executive Director, Labour Relations

UoT & CUPE Local 2484
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
NEW LETTER OF INTENT: FIRST AID AND CPR TRAINING

November 1, 2017

Ms. Janet Teibo
Local Coordinator
CUPE Local 2484
1248 Davenport Ave
Toronto ON
M6H 2G9

Dear Ms. Teibo,

The University will provide, at no cost to the employee, courses required to maintain Standard First Aid CPRC + AED certification for the bargaining unit members who work in a position that requires certification in first aid and/or CPR and whose certification lapses during the course of employment.

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: COLLEGE OF EARLY CHILDHOOD EDUCATORS

July 9, 2015 DATE

Ms. Gina-Gignac Janet Teibo
National Representative Local Coordinator
CUPE Local 2484
306 Milner Ave., Suite 800 1248 Davenport Ave
Scarborough ON-Toronto ON
M1B 3V4 M6H 2G9

Dear Ms. Gignac Teibo,

If an employee's license with the College of Early Childhood Educators (CECE) is suspended or revoked, and the employee intends to appeal the suspension, the employee may, subject to approval by the Employer, request an unpaid leave of absence of up to one year to pursue the appeal. Such requests for an unpaid leave will not be unreasonably denied. Once approved, the Employee's position will be posted and filled on a term basis while the Employee files all necessary and/or required appeals with the College, pursuant to the relevant provisions of the Early Childhood Educators Act 2007 and/or in the Code of Ethics and Standards of Practice, College of Early Childhood Educators, 4th Edition, February 28, 2011.

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University
[Signature]

For the Union
[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
LETTER OF INTENT: ECE Student Placements

July 9, 2015 DATE

Ms. Gina-Gignac Janet Teibo
National Representative Local Coordinator
CUPE Local 2484
305 Milner Ave., Suite 800-1248 Davenport Ave
Scarborough ON-Toronto ON
M1B-3V4 M6H 2G9

Dear Ms. Gignac Teibo,

In recognition of the effort that is required and the service provided to the profession, the University is prepared to limit the number of Early Childhood Education placement students to four (4) students, per classroom, per year.

It is agreed that, during the life of this collective agreement, the Management will consult with those Colleges who provide ECE programming to clarify the Colleges’ expectations of the Cooperative Teachers’ role in these programs.

In addition, employees will not be required to supervise more than two (2) students per year, and there will be no requirement to supervise placement students for two (2) terms consecutively.

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

For the Union

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

UoFT & CUPE Local 2484
Letter of Intent: Information to Union

July 9, 2015 DATE

Ms. Gina Gignac Janet Teibo
National Representative Local Coordinator
CUPE Local 2484
305 Milner Ave., Suite 800 1248 Davenport Ave
Scarborough, ON Toronto ON
M1B 3V4 M6H 2G9

Dear Ms. Gina Gignac Teibo,

During the 2014 current collective bargaining negotiations, the Union expressed concerns regarding the provision of timely and accurate information in respect of organizational restructuring at the Early Learning Centre, including any proposal that the University might have to alter the current staffing model at the ELC.

Consequently, the University agrees to meet to provide the Union with preliminary information in respect of organizational restructuring changes or changes to the staffing model when in the University's view sufficient information is known and available regarding the general reasons, nature, anticipated organizational impact and approximate timing of the restructuring action or alteration to the staffing model.

Before any organizational restructuring plan is implemented, the Union will be informed of all estimated impacts on the bargaining unit and/or its members. The employer will endeavour to provide such information twelve (12) weeks prior to the implementation of the restructuring, but in any event no less than six (6) weeks advance notice will be provided.

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Letter of Intent: Attendance Management Program

July 9, 2015 DATE

Ms. Gina-Gignac Janet Teibo
National-Representative Local Coordinator
CUPE Local 2484
305-Milner-Ave., Suite-800-1248 Davenport Ave
Scarborough-ON Toronto ON
M1B-3V4 M6H 2G9

Dear Ms. Gina-Gignac Teibo,

During the life of the collective agreement the University agrees to consult with the Union about its Attendance Management Program as a means of improving employee attendance and in order to review the administration of this program. The University agrees it will not exercise its rights under the program in an arbitrary or discriminatory manner.

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

For the Union

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

UofT & CUPE Local 2484