MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

-BETWEEN-

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

-AND-

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 519
(herinafter 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 46 are incorporated; and,

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

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

FOR THE UNIVERSITY

[Signature]

FOR THE UNION

[Signature]
DATED AT TORONTO THIS 20th DAY OF JULY 2018
University of Toronto Economic Proposal - CONFIDENTIAL – July 20, 2018 @ 7:15 pm

1. Across-the-Board (ATB) Increases and One-Time-Only (OTO) adjustment to Schedule I: Wage Rates
   - July 1, 2017  1.80% ATB increase to be applied to June 30, 2017 base salary for all employees actively employed in the bargaining unit on the ratification date
   - July 1, 2017  0.70% Special OTO adjustment to June 30, 2017 base salary (not compounded with July 1, 2017 ATB increase) for all employees actively employed in the bargaining unit on the ratification date
   - July 1, 2018  2.00% ATB increase for all employees actively employed in the bargaining unit on the ratification date
   - July 1, 2019  2.00% ATB increase for all employees actively employed in the bargaining unit

2. Provided that the University’s offer is ratified by employees in the bargaining unit in accordance with the Labour Relations Act, 1995 before any legal strike date AND before August 1, 2018, the following wage schedule will become effective on August 1, 2018 (For clarity, the July 1, 2019 2.00% ATB increase in item 1 above shall be applied to the rates set out in the wage schedule below, which shall become Schedule I: Wage Rates effective August 1, 2018 as provided above):

<table>
<thead>
<tr>
<th>Classification</th>
<th>Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporal</td>
<td>$39.92</td>
</tr>
<tr>
<td>1st Class Constable</td>
<td>$37.72</td>
</tr>
<tr>
<td>2nd Class Constable</td>
<td>$35.83</td>
</tr>
<tr>
<td>3rd Class Constable</td>
<td>$31.84</td>
</tr>
<tr>
<td>4th Class Constable</td>
<td>$28.01</td>
</tr>
<tr>
<td>Communications Operator I</td>
<td>$37.72</td>
</tr>
<tr>
<td>Communications Operator II</td>
<td>$35.83</td>
</tr>
<tr>
<td>Communications Operator III</td>
<td>$31.84</td>
</tr>
<tr>
<td>Communications Operator IV</td>
<td>$28.01</td>
</tr>
</tbody>
</table>

3. Employee Pension contribution increases from 6.6/8.4% below/above YPME to 7.7/9.5% below/above YPME retroactive to July 1, 2017

4. Employee Pension contribution increases from 7.7/9.5% below/above YPME to 9.1/11.3% below/above YPME effective January 1, 2019

5. Benefits Improvements: Employees actively employed in the bargaining unit and eligible covered dependents if applicable
   i. NEW: Effective October 1, 2018, add coverage for eye exams to a maximum of $90 per person every 24 months to the Vision Plan
   ii. **Effective October 1, 2018, Increase Vision from $350 to $400**
   iii. NEW: Effective October 1, 2018, create a combined Paramedical coverage to include Registered Massage Therapist, Chiropractor and Physiotherapist with a combined plan year maximum of **$800** per person/plan year
• Massage therapy by a Registered Massage Therapist without requirement for a prescription

iv. Effective October 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

v. Effective October 1, 2018, expand coverage under the existing Psychology benefit maximum of $2,000 to include MSW and Psychotherapist

vi. NEW: Effective October 1, 2018, the Extended Health Care plan will be modified to provide partial coverage for continuous glucose monitors for Type 1 diabetes

vii. NEW: Effective October 1, 2018, the Extended Health Care plan will be modified to provide wigs in the case of alopecia

6. Effective as of date of ratification, Meal allowance to increase from $11 to $15 as per Article 30:01

7. As soon as practicable following ratification: $248 in lieu of one (1) Presidential Holiday that occurred between July 1, 2017 and June 30, 2018

8. As soon as practicable following ratification: $744 in lieu of the Civic Holiday, the Day before Christmas and the Day before New Year's Day that occurred between July 1, 2017 and June 30, 2018

9. As soon as practicable following ratification: $950 in lieu of shift premiums for the period July 1, 2017 and June 30, 2018

10. In the event that the University at its sole discretion declares Presidential Holiday(s) for the period July 1, 2018 to June 30, 2019, then $264 in lieu of each Presidential Holiday in that period

11. In the first full pay period following December 1, 2018, $396 in lieu of the Civic Holiday, the Day before Christmas and the Day before New Year's Day of 2018 (1st of 2 installments)

12. In the first pay period following December 1, 2018, $475 in lieu of shift premiums for the period July 1, 2018 to December 31, 2018

13. In the first full pay period following June 1, 2019, $396 in lieu of the Civic Holiday, the Day before Christmas and the Day before New Year's Day of 2018 (2nd of 2 installments)

14. In the first pay period following June 1, 2019, $475 in lieu of shift premiums for the period January 1, 2019 to June 30, 2019
15. In the event that the University at its sole discretion declares Presidential Holiday(s) for the period July 1, 2019 to June 30, 2020, then $264 in lieu of each Presidential Holiday in that period

16. In the first full pay period following December 1, 2019, $396 in lieu of the Civic Holiday, the Day before Christmas and the Day before New Year's Day of 2019 (1st of 2 installments)

17. In the first full pay period following December 1, 2019, $475 in lieu of shift premiums for the period July 1, 2019 to December 31, 2019

18. In the first full pay period following June 1, 2020, $396 in lieu of the Civic Holiday, the Day before Christmas and the Day before New Year's Day of 2019 (2nd of 2 installments)

19. In the first full pay period following June 1, 2020, $475 in lieu of shift premiums for the period January 1, 2020 to June 30, 2020

20. The University will make the lump sum payments under items 7 to 19 to all employees who are actively employed on the effective dates of each payment

21. The lump sum payments under items 7 to 19 shall be paid on a pro-rated basis for 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.
NEW

NEW LETTER OF INTENT: VACATION SCHEDULING

DATE

Ms. Ceceil Beckford
Staff Representative
OPSEU
100 Lesmill Road
North York, ON M3B 3P8

Dear Ms. Beckford,

The parties agreed to convene a meeting of the Labour Management Committee within sixty (60) days of ratification of the 2017 - 2020 collective agreement to discuss vacation scheduling and make best efforts to improve and/or develop vacation scheduling processes that better meet operational requirements and address employee concerns at different campuses.

Yours truly,

Alexander Brat
Executive Director, Labour Relations

For the University

FOR THE UNION

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Article 15: HOURS OF WORK AND OVERTIME (COMPRESSED WORK WEEK)

15:01 The standard work week shall be forty (40) hours in accordance with the regular shift schedule, provided that this shall not constitute a guarantee of hours of work per day or of days of work per week.

The compressed work week shall be comprised of four (4) ten (10) hour shifts and/or three (3) and four (4) twelve (12) hour shifts average averaging forty (40) hours in accordance with the regular shift schedule, provided that this shall not constitute a guarantee of hours of work per day or of days of work per week.

Each campus will utilize on a regular ongoing basis a regular shift schedule(s) consisting of a standard work week comprised of five (5) eight (8) hour shifts and/or a compressed work week comprised of four (4) ten (10) hour shifts and/or three (3) and four (4) twelve (12) hour shifts.

A compressed work week comprised of ten (10) hour shifts may be utilized on an irregular exceptional basis in addition to and/or in place of the shifts described above if deemed necessary by the Employer to meet temporary operational requirements, which may include but are not limited to planned or unplanned events/occurrences and/or leaves of absence.

Notwithstanding any of the above, if the Employer determines that only one (1) type of shift schedule will be utilized at any campus, then that shift schedule will consist exclusively of a compressed work week comprised of twelve (12) hour shifts.

The Employer will assign employees to a rotating shift schedule of fifteen (15) weeks duration or longer, consisting of a standard work week comprised of five (5) eight (8) hour shifts or a compressed work week comprised of twelve (12) hour shifts or a compressed work week comprised of ten (10) hour shifts. For clarity, the Employer may change the shift schedule upon giving notice of ten (10) days or more in accordance with Article 15:02.

Where a campus utilizes more than one shift schedule simultaneously, employees may express their preference in writing for any of the shift schedules described above at any time and the Employer will give due consideration to those preferences when assigning shift schedules. The Employer will consider skill, ability and relevant qualifications of employees, as well as operational requirements, when developing shift schedules. For clarity, the Employer reserves the right to assign shift schedules at its sole discretion.

Authorized work performed in excess of twelve (12) continuous hours in any one day shall be paid for at the rate of one and one-half (1½) times the basic hourly rate for employees who work on the compressed work week comprised of twelve (12) hour shifts.

Authorized work performed in excess of ten (10) continuous hours in any one day shall be paid for at the rate of one and one-half (1½) times the basic hourly rate for employees who work on the compressed work week comprised of ten (10) hour shifts.
Authorized work performed in excess of eight (8) continuous hours in any one day shall be paid for at the rate of one and one-half (1½) times the basic hourly rate for employees who work on the standard work week comprised of eight (8) hour shifts.

Authorized work performed in excess of the standard work week shall be paid for at the rate of one and one-half (1½) times the basic hourly rate. Authorized overtime will not be requested, scheduled, or permitted to extend beyond the regularly scheduled twelve (12) hour shift by more than four (4) hours, the regularly scheduled ten (10) hour shift by six (6) hours or a regularly scheduled eight (8) hour shift by eight (8) hours.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Article 17: VACATION WITH PAY

17:01 Employees earn vacation time with pay (vacation credits) on the following basis:

<table>
<thead>
<tr>
<th>Length of Continuous Services as of Employment Date</th>
<th>Accrued Monthly Length of Vacation Time Off (Working Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 60 months</td>
<td>10.00 hours</td>
</tr>
<tr>
<td>61 - 72 months</td>
<td>10.67 hours</td>
</tr>
<tr>
<td>73 - 84 months</td>
<td>11.33 hours</td>
</tr>
<tr>
<td>85 - 96 months</td>
<td>12.00 hours</td>
</tr>
<tr>
<td>97 - 108 months</td>
<td>12.67 hours</td>
</tr>
<tr>
<td>109 - 132 months</td>
<td>13.33 hours</td>
</tr>
<tr>
<td>133 - 156 months</td>
<td>14.00 hours</td>
</tr>
<tr>
<td>157 - 168 months</td>
<td>14.67 hours</td>
</tr>
<tr>
<td>169 months or more</td>
<td>16.67 hours</td>
</tr>
</tbody>
</table>

Vacation entitlement shall not be rounded up or down. Employees shall be entitled to take vacation credits earned to the nearest half day. Vacation credits of less than half day shall be carried forward and shall continue to accrue.

Vacations will be taken to the extent practical to do so at a time mutually satisfactory to the employee and the Employer, however the employer reserves the right to assign vacations in the event that a mutually satisfactory vacation time cannot be found.

The choice of vacation period will be given to employees according to their seniority. Employees having more than one hundred and twenty (120) hours vacation will not be allowed to take more than one hundred and twenty (120) hours vacation continuously without approval of their supervisor.

If a holiday falls during an employee's vacation, an extra eight (8) hours pay will be allowed off in lieu of the holiday.

17:02 For the purpose of this Article, a vacation year shall be based on an employee's employment anniversary date. Vacation credits are to be used on a year to year basis by employees to take vacation and are not normally to be accumulated beyond an employee's annual entitlement.

17:03 Employees may carry forward vacation credits in excess of the employee's annual entitlement to the next vacation year to a maximum of forty-eight (48) 40 hours with written approval of the employee's supervisor. (i.e. employees may carry over a maximum of 1 year of vacation entitlement plus 40 hours into a subsequent year).

17:04 Vacations will, as far as practicable taking into consideration operational requirements, be granted at the times most desired by the employees. An employee, to qualify for consideration of his/her their request for vacation, in accordance with their seniority standing, must notify the Employer of their preferred vacation time by February 15 of each
year for vacations commencing the period July 1 to June 30 following the date of the request. Once scheduled, approved vacation shall not be changed unless mutually agreed to by the employee and the Employer. The Employer reserves the authority to designate vacation periods in a manner consistent with efficient operations of the University.

17:05 Requests for vacation that are made outside the process outlined in Article 17:04 above, shall be reviewed on a first-come, first-serve basis. Such requests shall not be unreasonably denied. The University shall not be required to incur overtime, nor a shift change cost as contemplated by Article 15:04 in order to approve a request for vacation made under this paragraph.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Unpublished letter
University of Toronto
July 20, 2018

Without Prejudice

Unpublished letter
ARTICLE 2: NO DISCRIMINATION

2:01

(a) The Employer and Union shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights or with respect to terms or conditions of employment on the grounds of race, creed, ethnic origin, citizenship, colour, age, sex, marital status, family status, religion, nationality, ancestry or place of origin, political affiliation, gender identity, gender expression, disability as defined in the Ontario Human Rights Code, or sexual orientation, and any person covered by this Agreement who feels that he/she has they have suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

(b) The Employer further agrees to abide by the Ontario Human Rights Code including its duty to accommodate the bargaining unit members under the Ontario Human Rights Code, including but not limited to disabilities. Disputes regarding accommodation and/or return to work shall be dealt with in accordance to Article 7.07 9.03.

For the University

For the Union

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

2:02 Sexual harassment shall be considered discrimination under Article 2:01 of this Agreement.

Harassment based on sex includes:

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

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

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

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

2:03 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."

2:04 Employees making a report under the University's Policy on Sexual Violence and Sexual Harassment shall have the right to be accompanied by a Union representative at any stage of the process.

2:05 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 Two. The Executive Director of Labour Relations (or designate) will give a written decision to the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 10 of this Collective Agreement.

2:06 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

2:07 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.

2:08 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

2:09 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual
Harassment, where both the Complainant and the Respondent are OPSEU Local 519 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.

2:03—An employee may elect to submit a grievance alleging sexual harassment under the collective agreement or to file a complaint under the University's Sexual Harassment Policy:

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

(ii) Employees electing to proceed with a complaint under the University's Sexual Harassment Policy shall have the right to be accompanied by a Union representative at any stage of the process.

(iii) The time limit for filing a complaint under the University's Sexual Harassment Policy, or a grievance alleging sexual harassment under this collective agreement shall be no longer than six (6) months after the occurrence of the matter which is the subject of the complaint/grievance. Where the alleged harasser is the immediate supervisor of the complainant/griever, the time limit to file a complaint or grievance shall extend to twelve (12) months.

The provisions of this clause may not be utilized by an employee where the subject-matter of the complaint is or has been or becomes the subject of a complaint to the Human Rights Commission under the Human Rights Code.
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Workplace Harassment and Workplace Violence

2.0410 The University has created the Policy with Respect to Workplace Harassment and the Policy with Respect to Workplace Violence. A copy of each Policy has been provided to the Union. The Policies can also be accessed on the University's Governing Council website.

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

The University recognizes the right of the Union to file a grievance on behalf of an employee alleging a violation of either Policy if all internal steps have been exhausted and the employee is unsatisfied with the outcome. Such grievance will be filed at Step 2 of the grievance procedure. If not resolved at Step 2, mediation or facilitation before an agreed-upon mediator or facilitator must occur before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party. During any internal steps taken to resolve the situation, employees shall have the right to be accompanied by a Union representative.

For the University

For the Union

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

2.11 An employee who files a grievance under the collective agreement alleging that the employee has been discriminated against because of race contrary to Article 2:01 may, if the employee chooses, meet with the University's Anti-Racism and Cultural Diversity Officer prior to Step One 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.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
No Reprisals

2.12 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.

For the University

For the Union

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

7:03 The Employer and the Union agree to the formation of a centralized Labour/Management Committee for the purposes of discussing matters of mutual interest. Meetings shall be held quarterly or sooner if required and alternately co-chaired by one (1) member of each party. Meetings shall be convened upon mutual agreement of the parties and each party shall submit to the other, a written agenda fourteen (14) calendar days before the upcoming meeting. The purpose of the Committee shall be to promote harmony between the Employer and the employees, to make recommendations to improve the efficiency of the work force, and any such other matters related to working conditions. Meetings shall be held quarterly or sooner if required and alternately co-chaired by one (1) member of each party. The University will endeavor to schedule such meetings, wherever practicable, during the member's working hours. However, where committee members are required to attend beyond the normal working hours, the members will be compensated at regular pay for time spent in the meeting. It is agreed that overtime rates will not be paid in such instances.

If a committee member is required to attend a meeting during their regularly scheduled day off, the committee member shall be compensated at straight time for a minimum of four (4) hours.

The Committee shall not have the power to modify, alter, or interpret the Collective Agreement or deal with grievances. Management shall appoint one (1) representative from each campus. The Union shall elect or appoint one (1) representative from each campus who are employed in the bargaining unit. It is agreed that, with advance notification, either party may invite additional resource personnel. The location and date of each meeting shall be by mutual agreement. The University will endeavor to schedule meetings during working hours.

A tri-campus committee shall be formed and comprised of one (1) member of Management from each campus and one (1) Union member to be elected or appointed from amongst the employees at each campus. A meeting of the tri-campus committee shall be convened upon mutual agreement of the parties. Meetings shall be alternatively co-chaired by one (1) member of each party.

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 & OPSEU Local 519
Negotiating Committee

7:04 The parties agree that there will be a negotiating committee comprised of five (5) representatives selected by the Union and five (5) representatives selected by the Employer.

The Employer will pay for all hours spent in negotiation meetings with the Employer to a maximum of twelve (12) hours a day. If an employee is on a regularly scheduled day off, he/she will be given another day off in lieu of the time spent in negotiations. If an employee is scheduled to work a shift that is in conflict with the negotiations, then the Employer will reschedule such shift to accommodate attendance at negotiations. It is agreed that there will be one (1) committee member from each of the Scarborough and Mississauga campuses, two (2) committee members from the St. George campus and the President of the Local.

It is also agreed that up to five (5) members of the Union's negotiating committee shall each be granted time off work for the purpose of preparation for negotiating a renewal Collective Agreement. The amount of such time shall not exceed four (4) full working days (in accordance with the applicable shift schedule of each negotiating committee member) during the term of the collective agreement. The Union agrees to provide a minimum of fourteen (14) calendar days' advance notice to request preparation time off work for its negotiating committee members. The Employer will grant such request(s) at its sole discretion subject to operational needs. The Union further agrees to reimburse the Employer for the time off work for this purpose.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Article 8: DISCIPLINE

8:01 The Employer and the Union recognize the value of progressive discipline with the purpose of being corrective in application. However, the Employer reserves the right to impose any discipline it deems as appropriate in any particular given circumstance.

8:02 When an employee is summoned to the supervisor's office for an interview concerning discipline, the supervisor will inform the employee of his/her the right to have his/her a Union Steward present prior to discussing the matter with the employee. The employee may, if he/she the employee desires, request the presence of his/her a Union Steward to represent him/her the employee during the interview. If the employee requests representation by his/her the Union Steward, the supervisor will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned.

8:03 Verbal and written warnings shall be removed from the employee's record two (2) years after the date of such disciplinary action being recorded, provided there has been no recurrence of a similar infraction. All other discipline shall be removed from the employee's record three (3) years after the date of such disciplinary action being recorded, provided there has been no recurrence of a similar infraction.

8:04 All discipline issued to employees shall be in writing with one (1) copy filed, one (1) supplied to the individual concerned, and one (1) copy to his/her Union Steward. No counseling shall be copied to the employee's personnel file.

8:05 The University and the Union recognize that coaching letters are a non-disciplinary method of addressing concerns with an employee. For clarity, coaching letters shall not form a step in the progressive discipline process and shall not be relied upon to increase the severity of discipline. Coaching letters shall be removed from the employee's file when twelve (12) months of active employment (i.e., days actually at work at the University) have elapsed since the date of issue. For clarity, a new coaching letter may be issued at any time. All coaching letters shall be clearly identified as such in the subject line of the letter.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow proper sequencing and cross-references.
16:02 The Employer shall designate the day of observance of paid holidays in the aforementioned clause 16:01. Notice shall be sent to the Union from the Employer within a reasonable time period prior to the date of observance of the paid holidays or paid holidays. The Employer will designate the day of observance of paid holidays on the days they actually fall.

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

18:07 An employee may, with prior warning notification, be required to provide a doctor's certificate certifying that the employee is unable to carry out his/her the employee's normal duties due to illness.

An employee who is absent due to illness for more than three (3) consecutive shifts shall furnish within ten (10) consecutive days from the commencement of such absence a certificate from his/her the employee's physician licensed to practice medicine, stating the prognosis, the date examined by the physician and the probable date of return to duty of the employee. The Employer will only accept original medical certificates, indicating first treatment date or expected return to work date, and are verified by a legally and licensed medical practitioner.
Article 21: JOB POSTING

21:01 At least ten (10) working days prior to filling any vacancy covered by the terms of this Agreement, the Employer first will notify the OPSEU Local 519 President and Staff Representative and post notice of the vacant position in on the Employer's website, and on the bulletin boards of the employing department in order that all members will know about the position and be able to make written application therefor. Such notice shall contain the following information: nature of position, job description, required knowledge and education, ability and skills, hours of work, work location and salary rate.

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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Article 23: CORRESPONDENCE

23:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director, Labour Relations, University of Toronto, 215 Huron Street, 8th Floor, Toronto, Ontario M5S 1A2 and the Staff Representative, Ontario Public Service Employees Union, 34 Wellesley Street East, Toronto, Ontario M4Y 1G7 100 Lesmill Road, North York, Ontario M3B 3P8 with copies to the President of the Ontario Public Service Employees Union, Local 519.
Pregnancy Leave

25:04

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

(b) For employees with one (1) year of service or more, the University will pay ninety-five (95) percent of weekly salary during the two (2) 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 is receiving receives Employment Insurance benefits and the amount of those benefits.

Effective at the beginning of the first full pay period following July 1, 2015, 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 sixteen (16) 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.

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

(c) Pregnancy leave of absence shall commence at the employee’s discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks notice being given to the University. If pregnancy-related complications force the employee to stop work before she the employee has arranged her 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 18 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, she the employee must give the University four (4) weeks’ written notice of the date on which she the employee intends to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she the employee must give the University four (4) weeks’ written notice before the date the leave was to end.

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

(f) Seniority, vacation, benefits, and pensionable service continue during an employee’s pregnancy leave, provided the employees fulfills any requirements for said continuation. Eligibility for negotiated wage increases also continue during the period of an employee’s pregnancy leave.

At the end of the leave period provided in this policy collective agreement, an employee will continue in the same position or a comparable one in terms of work setting, level of responsibility and remuneration, and without prejudice to promotion and without loss of any other rights and privileges.

Parental Leave

25:05

(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 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) Effective at the beginning of the first full-pay period following July 1, 2015, for employees with one (1) year of service or more the University will pay ninety-five (95) percent of base wages during the two (2)-week waiting period for Employment insurance benefits, and, for the next eight (8) weeks, will pay the difference between the Employment Insurance benefits and ninety-five (95) percent of base wages, provided that the employee applies for and receives Employment Insurance benefits, who provide the University with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following:

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

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

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

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

(d) An employee who is entitled to a parental leave is required to give the University two (2) weeks’ written notice prior to the commencement of the leave. If 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 25:05 (a) (i) or (ii), as applicable.

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

(e) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of his/her the employee’s intent to take the parental leave.
(f) If an employee on parental leave wishes to change the date of his/her return to work to an earlier date, he/she the employee must give the University four (4) weeks' written notice of the date on which he/she the employee intends to return.

(g) If an employee wishes to change the date of return to work to a later date (but 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 services continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation. Eligibility for negotiated wage increases also continue during the period of an employee's parental leave.

At the end of the leave period provided in this policy collective agreement, an employee will continue in the same position or a comparable one in terms of work setting, level of responsibility and remuneration, and without prejudice to promotion and without loss of any other rights and privileges.

Primary Caregiver Leave and Adoption Leave

25:06

(a) Primary Caregiver Leave is available to a parent, other than the biological mother a birth parent, who has the primary responsibility for the care of a child during the eighteen- (18) 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 return 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.
For employees with one (1) year of service or more, the University will pay ninety-five (95) percent of weekly salary during the two (2) 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 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 through the blending of families.

Effective at the beginning of the first full pay period following July 1, 2015, 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 sixteen (16) 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. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions, which arise through the blending of families.

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

Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver and Adoption Leave, provided the employee fulfills any requirements for said continuation. Eligibility for negotiated wage increases also continue during the period of an employee's Primary Caregiver and Adoption Leave.

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.

Upon return to work from pregnancy, parental, or primary caregiver and adoption leave the employee shall be entitled to reinstatement in his/her the employee's position at the current rate of pay including any retroactive salary adjustments that occurred during the leave and with no loss of seniority.
25:08—The requirements established by Employment & Immigration Canada concerning Employment Insurance benefits and Supplemental Employment Benefits (SEB), as they apply to Article 24:04 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.

Paternity Non-birth Parent Leave

25:09B Upon the birth or adoption of a child a father non-birth parent shall be granted up to four (4) days paid leave of absence.

Effective at the beginning of the first full-pay period following July 1, 2015, upon the birth or adoption of a child a father shall be granted up to four (4) 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 & OPSEU Local 519
Family/Floating Leave

25:10 The University shall grant up to two (2) eight (8) hours days sixteen (16 hours), or up to four (4) half-days in increments of no less than four (4) hours, of paid family leave in any year to an employee. Wherever possible, staff members shall make their need for family leave known to their supervisor at least five (5) days in advance. Reasons for family leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, or stepping-in when the regular caregiver is away.

The University shall grant up to two (2) eight (8) hours days sixteen (16 hours), or up to four (4) half-days in increments of no less than four (4) hours, of paid floating leave in any year. Whenever possible, staff members shall make their need for floating leave known to their supervisor at least five (5) days in advance. Reasons for requiring these floating days include, but are not limited to, the observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave or family leave, writing examinations, and attending to emergency situations.

In arranging these leaves the best interest of the University as well as the interest of the employee shall be considered. It is anticipated that the employee will schedule leaves, where possible, so as to minimize the disruption to the operations of the employing department.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
28:01 Pursuant to Articles 20:01 or 20:02 at the conclusion of thirty (30) working days of service, the a full-time regular employee shall be enrolled in the applicable University of Toronto benefit programs in accordance with the provisions of this Agreement.

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. Cecil Beckford
Staff Representative
OPSEU
100 Lesmill Road
North York, ON M3B 3P8

Dear Ms. Beckford,

During the 2017-2020 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 and adoption 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 and adoption 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 25:04(b), 25:05(c) or 25:06(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 25:04(a), 25:05(a) and/or 25:06(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 & OPSEU Local 519
University of Toronto
May 7, 2018

Alexander Brat
Executive Director, Labour Relations

For the University

For the Union

UoT & OPSEU Local 519
LETTER OF INTENT: TIME OFF IN LIEU OF OVERTIME AND PAID HOLIDAY

January 30, 2014

Ms. Cecil Beckford
Staff Representative
OPSEU
31 Wellesley Street East
Toronto, Ontario M5G 2L3

Dear Ms. Beckford,

It is agreed that for the duration of the present collective agreement an employee shall have the option of requesting equivalent time off in lieu of overtime, at the equivalent overtime rate of one and one-half (1½) or for working on a paid holiday at the equivalent rate of one and one-half (1½) in addition to regular pay. Such lieu time, if approved, shall be granted at a time mutually agreeable to the employee and his/her supervisor. The following conditions shall also apply:

- Time off in lieu will not be granted in the event that overtime would be incurred;
- The maximum amount of lieu time accumulated at any time will be limited to ninety-six (96) eighty (80) hours;
- Employees must indicate at the time of working whether they want lieu time; and
- All accumulated lieu time will be paid out in the 1st pay in April of each year.

Once scheduled, approved time off in lieu of overtime shall not be changed unless mutually agreed to by the employee and the Employer.

Yours truly,

Alex Brat
Executive Director, Labour Relations
July 18, 2018

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: DUTIES & RESPONSIBILITIES OF CORPORALS

January 30, 2014 DATE

Ms. Ceceil Beckford  
Staff Representative  
OPSEU  
31-Wellesley Street East 100 Lesmill Road  
Toronto, Ontario M5G 2L3 North York, ON M3B 3P8

Dear Ms. Beckford,

The parties agree that the duties and responsibilities of a Corporal during their scheduled shift or overtime assignment include, but are not limited to, the following:

- Directing, coaching and counseling the workforce;
- Allocating work assignments;
- Training employees;
- Leading work teams; and
- Reporting the attendance of the shift; and any significant issues/incidents that arise.
- Reporting any significant issues/incidents that arise.

The parties also agree that employees designated to the position of Corporal shall not have the ability to hire, fire, or discipline or initiate discipline of other bargaining unit members.

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: ACTING CORPORAL

January 30, 2014 DATE

Ms. Cecil Beckford
Staff Representative
OPSEU
34 Wellesley Street East 100 Lesmill Road
Toronto, Ontario M5G 2L3 North York, ON M3B 3P8

Dear Ms. Beckford,

The University will develop standards of qualification for Special Constables assigned to Corporal duty on an acting basis. The University will consult with the Union prior to implementation of the standards. Once implemented, Special Constables who meet the standards set by the University will be assigned to Acting Corporal duties by seniority, on a per shift basis.

Until these standards are implemented, the Special Constable on shift that is most qualified will be assigned to Acting Corporal duty, where an Acting Corporal is required. Where qualifications are relatively equal among the Special Constables on shift, the assignment will be made based on seniority.

Training that is deemed by the University to be required for employees to meet the standards will be offered to all Special Constables. The standards will not be implemented until every Special Constable has been given the opportunity to attend the training. The University will endeavour to develop the training as soon as possible. The University will advise the Union when the training will commence and the schedule for rollout of said training. The University will provide regular opportunities for Special Constables to demonstrate they have achieved the standard of qualification for Acting Corporal.

Special Constables assigned to Acting Corporal duties who are required and authorized to work overtime as Acting Corporals shall be paid the Corporal overtime rate for all overtime hours worked as Acting Corporals. This shall not be considered pyramid ing under Article 15:10.

Yours truly,

Alex Brat
Executive Director, Labour Relations
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: TIME OFF IN LIEU OF OVERTIME AND PAID HOLIDAY - AMEND
- LETTER OF INTENT: OVERTIME ASSIGNMENTS - RENEW
- LETTER OF INTENT: TUITION WAIVER FOR DEPENDENTS - RENEW
- LETTER OF INTENT: EDUCATIONAL ASSISTANCE POLICY - RENEW
- LETTER OF INTENT: LEGAL INDEMNIFICATION - RENEW
- LETTER OF INTENT: DUTIES & RESPONSIBILITIES OF CORPORALS - AMEND
- LETTER OF INTENT: ACTING CORPORAL - AMEND
- LETTER OF INTENT: SPECIAL CONSTABLE STATUS - RENEW
- LETTER OF INTENT: TRAINING FUND - RESERVE (MONETARY)
- LETTER OF INTENT: LEVELLING - RENEW
- LETTER OF INTENT: ORIENTATION FOR NEW EMPLOYEES - RENEW

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

Regular full-time members with a dependent eligible child under the age of seven will be eligible for reimbursement of child-care expenses as follows (for clarity, part-time and temporary employees are not eligible for the Child Care benefit):

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

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

c. Reimbursement is limited to fifty percent (50%) of the lesser of (i) the amount actually paid; and (ii) the usual and customary amount charged by the service provider for the same child care services. Between February 1 and February 28 of each calendar year, Members must apply in a manner prescribed by the University each year detailing eligible days of care, cost and name(s) of providers. Members should retain receipts substantiating the child care expenses in respect of which reimbursement is sought for the previous calendar year along with proof of payment (e.g., credit card receipt, front and back of cancelled cheque, or a validated receipt) to be provided when requested in support of any audit after reimbursement is received. Reimbursement in respect of a calendar year shall be made in one lump sum additional payment, less applicable withholdings, normally made in the pay period as close as possible to the end of April each year.

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

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

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

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

h. Payments to be made by the University under this plan shall be paid solely out of the general operating monies of the University. The University shall not be required to contribute or set aside any amounts to a separate fund or account to
satisfy its obligations under this plan, or otherwise secure its obligations under this plan. The value of the annual eligible claims under this plan shall be set at $12,000 annually for the term of this Collective Agreement. If, in a given year, the value of the eligible claims under this plan is greater than $12,000, all claims will be reimbursed on a pro-rated basis.

July 16, 2018

For the University

For the Union

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

LETTER OF AGREEMENT: DOMESTIC VIOLENCE

DATE

Ms. Cecell Beckford
Staff Representative
OPSEU
100 Lesmill Road
North York, ON M3B 3P8

Dear Ms. Beckford,

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

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