

COLLECTIVE AGREEMENT

between

University of Toronto Faculty Association

and

**The Canadian Union of Public Employees and
its Local 1281**

July 1, 2025 to June 30, 2028

Table of Contents

Definitions.....	1
Article 1 - Purpose	2
Article 2 - Employer's Rights.....	3
Article 3 - Recognition and Job Security.....	4
Article 4 - No Discrimination/Harassment.....	6
Article 5 - Union Security	8
Article 6 - Union Dues.....	9
Article 7 - Labour/Management Committee	10
Article 8 - Union Representation	11
Article 9 - Grievances	13
Article 10 - Arbitration and Mediation.....	15
Article 11 - Discipline	17
Article 12 - Seniority	19
Article 13 - Hiring, Promotion, and Staff Changes	20
Article 14 - Layoffs and Recalls	22
Article 15 - Holidays.....	23
Article 16 - Vacations.....	24
Article 17 - Sick Leave.....	25
Article 18 - Leaves.....	26
Article 19 - Payment of Wages and Allowances.....	30
Article 20 - Hours of Work and Overtime	34
Article 21 - Severance Pay	36
Article 22 - Job Descriptions and Reclassification	37
Article 23 - Career Development and Training.....	38
Article 24 - Benefits	40

Article 25 - Health and Safety.....	42
Article 26 - Copies of Agreement.....	43
Article 27 - No Strikes or Lockouts	44
Article 28 - Duration of Agreement.....	45
Letter of Understanding #1: UTFA Hiring Committee.....	46
Memorandum of Agreement re: University Pension Plan (UPP).....	47
UTFA Job Description: Administrative Assistant	50
UTFA Job Description: Bookkeeper/Administrative Assistant	53
UTFA Job Description: Receptionist/Clerk 1	54
UTFA Job Description: Administrative Assistant 1	55
UTFA Job Description: Administrative/Research Assistant 2	56
UTFA Job Description: Administrative/Research Assistant 3	57
UTFA Job Description: Bookkeeper	58
UTFA Job Description: Litigation Assistant	59
UTFA Job Description: Communications, Outreach and Campaigns Support Officer.....	60
UTFA Job Description: Staff Researcher	62

Definitions

Employer:	University of Toronto Faculty Association (UTFA).
Union:	The Canadian Union of Public Employees (CUPE) and its Local 1281.
Employees:	Those individuals within the bargaining unit as defined in Article 3.
Spouse:	A person to whom the employee is married or a person living with the employee in a role like that of a marriage partner.
Full-Time Employee:	An Employee who normally works twenty-eight (28) or more hours per week.
Part-Time Employee:	An Employee who normally works less than twenty-eight (28) hours per week.
Temporary Casual Worker:	The Employer may hire casual workers who are not members of the Union on a temporary basis not to exceed a total of ten days a month per temporary casual worker without the worker being deemed an employee.
Temporary Contract Employee:	<p>A temporary contract employee may be hired for a defined time period not to exceed two-hundred-and-sixty (260) work days in a twelve (12) month period.</p> <p>Temporary contract employees are entitled to all rights and provisions as set out in this Collective Agreement save and except the right to grieve termination of their contract and Articles 12, 14, 18.02, 18.03, 18.07, 18.08, 18.09, 18.10, 19.01, 19.02, 19.03, 19.04, 21, 22, 23 and 24.02.</p>
Temporary Special Project Worker:	The Employer may engage the services of temporary special project workers on a contract basis to perform a special project, for work outside of the bargaining unit, up to a maximum of 75 (seventy-five) working days in a twelve (12) month period, per special project, without the worker being deemed an employee.

Article 1 - Purpose

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union; to define clearly the hours of work, rates of pay, and conditions of work; and to provide for a method for the settlement of any differences which may arise.
- 1.02 The terms and conditions of the University Pension Plan (UPP) are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.

Article 2 - Employer's Rights

- 2.01 The Union recognizes the right of the Employer to hire; transfer; promote; demote; lay off; recall; classify; maintain order and efficiency; determine the hiring criteria; determine the job descriptions; determine the standards of the work to be performed; establish and enforce working rules; and discipline, suspend, or discharge its employees for just cause.
- 2.02 The Employer agrees to exercise such rights in a fair, reasonable, and equitable manner, and in a manner which is consistent with other provisions in this Agreement.

Article 3 - Recognition and Job Security

3.01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer in the Municipality of Metropolitan Toronto, save and except the Operations Director and Executive Director and persons above the rank of Operations Director and Executive Director.

3.02 Job Security

The Employer and the Union share the objective of providing full-time regular employment and job security to the extent that it is possible.

3.03 No Contracting Out

In order to provide job security for the members of the bargaining unit the employer agrees that all duties or services performed by the Employees in the bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any person, company or non-unit employee if doing so results in a layoff of or reduction in regular work hours for a permanent employee.

3.04 Temporary Workers and Employees

3.04(a) The Employer may hire individuals on a temporary basis or contract for services to assist the Employees during peak periods of workload or overload, to accommodate an Employee's request to temporarily reduce their regular hours of work, to perform a special project, or to replace an employee who is on vacation or on leave or disability. The Employer agrees that temporary workers shall not be engaged so as to result in the displacement, discharge or layoff of, nor in a reduction of regular hours of work to the members of the bargaining unit.

Prior to each hiring of a temporary contract employee or a temporary special project worker the union and each temporary Employee or worker must be provided with a job classification under this agreement and a description of the duties to be performed or a job description. At the end of each month the Union will be notified of the number of days worked by temporary casual workers.

3.04(b) When temporary casual workers have worked in excess of one hundred and fifty (150) days in an eighteen (18) month period, a bargaining unit position shall be created to do the work.

Notwithstanding the above, when temporary casual workers are hired to replace an employee who is on vacation, leave, sick leave or disability the days worked by those casual workers will not count towards these limits.

3.04(c) When a temporary contract worker works in excess of two hundred and sixty (260) days or a twelve (12) month period, a bargaining unit position shall be created to do the work Notwithstanding the above, when temporary contract employees are hired to replace an employee who is on leave or disability the days worked by the temporary contract employees will not count towards these limits.

The term of a temporary contract worker, who is replacing an employee on leave, may be extended by mutual agreement for up to twenty (20) days and such extension shall not be unreasonably denied.

Article 4 - No Discrimination/Harassment

4.01 No Discrimination

The Employer agrees that there shall be no discrimination or harassment exercised or practiced with respect to any employee. These include, but are not restricted to, by reason of age; race; creed; colour; gender; gender orientation, place of origin; ethnic origin; citizenship; ancestry; political or religious affiliation, beliefs or activities; sexual preference or orientation; marital status; family status; record of offences except where it relates to a qualification because of the nature of employment; positive Human Immune Deficiency Virus (HIV) test; handicap or disability; union membership or activity; nor by reason of the exercise of any of the rights contained in this Agreement.

Where the terms used in Article 4.01 appear in the Ontario Human Rights Code, such terms will be accorded the same definitions as are contained in the Ontario Human Rights Code.

4.02 Tests

No employee or applicant for employment shall be required to submit to a blood test, lie-detector test, or any other test for illness or drug dependency.

4.03 No Harassment

The Employer agrees that there shall be no form of harassment exercised or practiced with respect to any employee or any applicant seeking to become an employee on a ground prohibited under Article 4.01. The Employer acknowledges that its obligation to provide a harassment free work environment includes taking reasonable measures to ensure that employees are not harassed by members of the employer, elected representatives or any other person with whom the employee must interact in the course of their duties whether at the worksite or elsewhere. The Parties acknowledge that the Employer's ability to prevent or address harassment is limited by the extent of control which the Employer has over the individuals and situations involved.

When a grievance under this Article has been filed, at the request of the grievor, contact with the alleged harasser shall be discontinued during the investigation of the grievance. The grievor shall suffer no penalty or interference in their working conditions.

4.03(a) Definition of Harassment

Harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on

a ground prohibited under Article 4.01.

4.03(b) Sexual Harassment

Without limiting the generality of 4.03(a) above, Sexual Harassment shall further be defined by the following:

- (i) unwanted attention of a sexually oriented nature; or
- (ii) implied or expressed promise of reward for complying with a sexually oriented request; or
- (iii) implied or expressed threat of reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request; or
- (iv) sexually oriented remarks or behaviour which the employee feels creates a negative working environment for the employee.

4.04 Personal Rights

Any rules, regulations, or requirements made of an employment shall be limited to matters concerning the work of the employee. Employees shall not be required to perform personal services for supervisors or other representatives of the Employer.

Article 5 - Union Security

5.01 Union Membership

The Employer agrees that all employees, as a condition of continuing employment, shall become and remain members in good standing of the Union during the life of the agreement. It shall be the responsibility of the Union to convey to new employees all information concerning benefits of the Union.

5.02 New Employees

The Employer agrees to inform all new employees that a union agreement is in effect and to provide a copy to the employee upon commencement of employment.

Article 6 - Union Dues

6.01 Check-off

The Employer shall deduct from every employee the amount authorized as union dues, and assessments, once each pay period.

6.02 Deductions

Deductions shall be made from each payroll, and forwarded once per month, not later than the fifteenth day following the end of each month, to the Secretary-Treasurer of the Union. This payment shall be accompanied by a list of all employees from whose wages the deductions have been made, such list to include the following information: first name, last name, position, home address, home telephone number, salary, and amount of deduction.

6.03 Dues Receipts

The Employer shall enter the amount of union dues paid by each Union member the previous year on all Income Tax slips issued for that member.

Article 7 - Labour/Management Committee

7.01 At the request, in writing, of either party, meetings will be held between representatives of the Employer and representatives of the Union to discuss any question, excluding grievances, which may arise in connection with established procedures, as well as any suggestions which may be forthcoming to improve the conduct of the operations of the Employer, or the relations between the two Parties to this Collective Agreement. In September of each year, the union and employer will advise each other who the members of the Labour / Management Committee will be for that academic year.

Article 8 - Union Representation

8.01 Authorization

No employee or group of employees shall represent the Union in any meeting with the Employer without proper authorization of the Union. The Employer shall provide the Union with the names, addresses and telephone numbers of its personnel with whom the Union may transact business arising from this Agreement. The Union shall provide the Employer with the name(s) of the sub-local's steward(s) with whom the Employer may transact business arising from this Agreement.

8.02 Assistance of Representatives

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees, and its Local 1281, in dealing or negotiating with the Employer. These representatives of the Union shall have the right to contact workers at work on matters respecting this Agreement or its administration without loss of pay to the workers. Upon prior notice, and following acknowledgment by the Employer, such representatives shall have access to the Employer's premises to assist in the settlement of grievances as defined in Article 9.

8.03 Bargaining Committee

The Employer agrees to recognize a Union bargaining committee consisting of up to two (2) members of the bargaining unit, one (1) representative of CUPE 1281 from outside of the bargaining unit and the assigned CUPE National Representative.

Members of the Union's Bargaining Committee shall have the right to attend negotiating sessions held within working hours without loss of pay to a maximum of five (5) days per committee member for the duration of this Agreement. Negotiating sessions in excess of five (5) days shall be held outside normal working hours.

8.03(a) The Union and the Employer will advise each other of the names of the members of their respective bargaining committees at the commencement of negotiations for the renewal and/or amendment of this Agreement.

8.03(b) In the event that either party wishes to meet to negotiate around or amend this Collective Agreement, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than twenty (20) days after the request has been given.

8.03(c) Any member of the Union's Bargaining Committee who is in the employ of the Employer shall have the right to attend committee meetings held within working hours during the session without loss of remuneration.

8.04 Technical Information

The Employer shall make available to the Union, on request in writing, information required by the Union, such as job descriptions, positions in the Bargaining Unit, job classifications, wage rates, pension and welfare plans, and such other technical information and reports, records, studies, surveys, manuals, directives or documents required for collective bargaining purposes. The Union shall make available to the Employer, on request, in writing such information required by the Employer, such as technical information, reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes.

8.05 Notice to the Union

Where notice or reply to the Union is required in the fulfillment of any clause of this Collective Agreement, such notice shall be in writing to the appropriate steward, with a copy to the President of CUPE/SCFP Local 1281 at Suite 102, 25 Wood Street, Toronto, Ontario, Canada M4Y 2P9, Phone 416-944-1702, Fax 416-944-2274.

8.06 Business Equipment

The Employer agrees that employees may use the Employer's business equipment (including but not limited to computers, phones, fax machines, electronic mail, library resources, etc.) to conduct business for the bargaining unit. It is agreed that use of the Employer's equipment shall not interfere with the business of the Employer. The Union will reimburse the employer for any costs resulting from the use of the Employer's equipment. Any costs incurred by a party arising from the negotiation of the collective agreement will be borne by that party.

Article 9 - Grievances

9.01 Definition

A grievance is defined as any difference or dispute between the Parties to this Agreement, relating to the interpretation, application, administration or alleged violation of this Agreement. A grievance shall also include any dispute as to whether a matter is grievable or arbitrable.

9.02 Grievance Procedure

Grievances shall be dealt with in the following manner.

Step One: Where an Employee has a grievance, they shall discuss the matter with their immediate supervisor within ten (10) working days after they become aware, or reasonably ought to have become aware, of the occurrence of the circumstances giving rise to the grievance. If the meeting is not satisfactory to the grievor or the Union, the grievance may proceed to Step Two.

Step Two: Where the decision of the immediate supervisor is not satisfactory, the grievance shall be submitted in writing to the President or designate within ten (10) working days. The President or designate shall give their decision in writing to the grievor and the Union within ten (10) working days. A grievance settlement meeting shall occur within ten days of the submission of the grievance to Step Two if requested by either party. If the decision is not satisfactory to the grievor or the Union, the grievance may proceed to Step Three.

Step Three: The Union may refer the matter to final and binding Arbitration within twenty (20) working days of receipt of the decision.

- 9.02(a) If the Union, an employee, or a group of employees choose not to grieve a particular situation, or withdraw a grievance at any stage, such action or lack of action shall be entirely without prejudice to any future grievance.
- 9.02(b) The time limits may be extended by mutual agreement.
- 9.02(c) Where no answer is given within the time limits specified herein, the grievor or the Union shall be entitled to proceed to the next step of the Grievance Procedure.
- 9.02(d) The Union and its representatives shall have the right to file a grievance on behalf of the Union, and to seek redress with the Employer in the manner provided for in this Article. Such grievances may be initiated at Step Two.

9.03 Group Grievance

A group grievance, resulting from a consolidation of similar individual grievances seeking common redress, may be initiated at Step Two under Article 9.02.

9.04 Policy Grievance

A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two under Article 9.02.

9.05 Technical Objections to Grievance

An arbitrator or Arbitration Board shall have the power to allow any necessary amendments to the grievance in order to determine the real matter in dispute and to render a decision which they deem just and equitable. The arbitrator may extend the time for any step in the grievance or arbitration procedure, despite the expiration of time, if they are satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

9.06 University Pension Plan (UPP)

Any and all issues related to the UPP shall not constitute a “difference” between the parties for the purposes of the Ontario Labour Relations Act or the collective agreement and must be addressed under the provisions of the University Pension Plan (UPP) and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the Employer and the Union that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP. Accordingly, the provisions of Article 9 and 10 shall not apply to any and all differences between the parties regarding the UPP.

Article 10 - Arbitration and Mediation

10.01 Selection of Arbitrator

- 10.01(a) The party referring a grievance to arbitration shall, in its notice of intent to proceed to arbitration, suggest a person to serve as a single arbitrator. The other party shall respond within ten (10) working days either agreeing to the arbitrator or suggesting alternative arbitrators.
- 10.01(b) Where a single arbitrator has been agreed upon by both representatives, the party requesting the arbitration shall contact the arbitrator and request that he set a place, time and date for the hearing. If the date of the hearing is not within ninety (90) days of the request, either party may reject the arbitrator and suggest alternatives.
- 10.01(c) Where the representatives are unable to agree upon a single arbitrator or where two arbitrators have been selected but declined or were unable to set a hearing within ninety days, either party shall request, in writing, to the Minister of Labour that they appoint an arbitrator.
- 10.01(d) The parties shall jointly and equally bear the fees and expenses of the arbitrator.

10.02 Authority of Arbitrator

The Arbitrator shall have no authority to add to, subtract from, modify, or alter the provisions of this Agreement unless all Parties have expressly agreed, in writing, to give the Arbitrator specific authority to do so, or to make an award which has such effect.

- 10.03 At any point in the grievance procedure outlined in Article 9, the Union or the Employer may elect to proceed by way of mediation, with the consent of the other Party. If no mediated solution is reached, the grieving party may then proceed by way of arbitration, beginning at Step Three in Article 9.02.

10.04 Selection of a Mediator

Within ten (10) days of agreeing to go to mediation, either Party may suggest a person to serve as a mediator. The other Party shall respond within ten (10) days either agreeing to the mediator or suggesting alternative mediators.

- 10.04(a) Where a mediator has been agreed upon by the Parties, the mediator shall be requested, in writing, to set a time and date for the mediation. If the date of the hearing is not within thirty (30) days of the request, either party may reject the mediator and suggest alternatives.

10.04(b) Where the Parties are unable to agree upon a mediator or where two mediators have been selected but declined or were unable to set a hearing within thirty (30) calendar days, either party shall request, in writing, to the Canadian Institute for Conflict Resolution that it appoint the mediator.

10.04(c) The Parties shall jointly and equally bear the fees and expenses of the mediator.

10.05 Authority of the Mediator

The mediator's purpose is to assist the parties in reaching a settlement of the issues in dispute. The mediator shall have no authority to add to, subtract from, modify or change the provisions of the Agreement, unless the Parties have expressly agreed in writing, to give the mediator specific authority to do so, or to make an award which has such effect.

Article 11 - Discipline

11.01 Just Cause

The Employer shall not discipline, suspend, or discharge an employee without just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer.

11.02 Progressive Discipline Procedure

The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below. The Employer recognizes that, prior to imposing discipline, an employee must be made aware of the situation requiring correction and the standard required and must be given a reasonable opportunity to improve.

11.03 Confidentiality

The Employer agrees that all correspondence and meetings relating to discipline procedures shall be kept strictly confidential to the parties directly involved in the investigation and processing of the complaint.

11.04 Letter of Warning

No further discipline may be imposed on any employee who has not first been sent a Letter of Warning. Where a Letter of Warning is sent to an employee, the Union and the employee shall be the only parties to receive copies. The Letter of Warning shall clearly state the act or omission which is the subject matter of the complaint, state that further disciplinary action may be imposed, following a repetition of the act or omission which is the subject matter of the complaint. Where the complaint concerns the standard of the employee's work, the employee shall be notified that further disciplinary action may be imposed if the employee fails to bring their work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.

11.05 Notification of Action

When imposing discipline, the Employer

- (i) shall notify the employee and the Union, in writing, of their decision to impose discipline, and shall include the reasons for such decision; and
- (ii) shall, where the discharge or the suspension without pay of the employee is being considered, delay the imposition of discipline for five working days on request from the Union and/or the employee.

11.06 Notification Exceptions

In situations where an employee commits an act of gross negligence or gross misconduct of sufficient gravity to warrant it, the Employer may discipline an employee for just cause without having first issued a Letter of Warning.

11.07 Disciplinary Files

11.07(a) Both parties agree that an employee's employment file may contain entries of a disciplinary nature and that such files shall be deemed to be evidence of progressive discipline which may be used in any directly related grievance and arbitration.

11.07(b) The record of a disciplinary action and matters forming the basis of or raised during such a disciplinary action shall not be referred to or used against an Employee, and any material related to such matters shall be destroyed, after a fifteen (15) month period during which no further directly related or more serious offence occurs.

11.07(c) An Employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Responses pertaining to disciplinary action shall be removed along with the record of disciplinary action as per 11.07(b).

11.07(d) No document related to performance will be placed in the employee's employment file without the employee being provided first with a copy of the document and provided an opportunity to respond to the contents of the document.

11.08 Picket Lines

An employee shall have the right to refuse to cross a picket line, encountered in carrying out the employer's business, if they feel that their safety is at risk. The employee will not be deducted pay for opting not to cross such a picket line. Failure to cross such picket lines or refusal to do the work of any employee from a workplace where a strike or lockout is in effect shall not be considered a violation of this Agreement, nor shall it be grounds for any disciplinary action.

Article 12 - Seniority

12.01 Definition

Seniority is defined as the length of service with the Employer, and shall accumulate effective from the first day of employment. Current employees shall be credited for all service with the Employer prior to certification of the bargaining unit.

12.02 Seniority List

The Employer shall maintain a seniority list, showing the job title and the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in January of each year. If there is no disagreement within two (2) months, the list shall be deemed to be correct.

12.03 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, or leave of absence approved by the Employer. An employee shall only lose seniority in the event:

- (i) they are laid off for a period of more than twelve (12) months;
- (ii) they are discharged and are not reinstated through the grievance procedure, or
- (iii) they resign.

Article 13 - Hiring, Promotion, and Staff Changes

13.01 Notifications

When a vacancy occurs or a new position is created, the Employer shall notify the Union and all members of the bargaining unit in writing, including those employees on layoff for a period of up to twelve (12) months.

13.02 Information in Notifications

Notifications shall include the following: nature of position, qualifications, knowledge and skills required and salary.

13.03 Method of Appointment

13.03(a) Barring any conflict of interest, a Hiring Committee will be established, normally consisting of at least two (2) representatives of the Employer, one of whom is the Union Steward.

13.03(b) No external applicant shall be considered for the position until after one (1) week has passed from the time of receipt of notification by the members of the bargaining unit and until any and all internal applicants have been interviewed and considered.

13.04 Union Notification

The Union shall be notified in writing of all hiring, transfers, and recalls.

13.05 Probationary Employees

13.05(a) A probationary period of three (3) months shall be in effect for Job Levels A1 through B2, and four (4) months for Job Levels B3 and above. The probationary period for B4 positions may be extended by a further two months by mutual agreement. During the probationary period, such employees shall be entitled to all applicable rights and privileges of the Collective Agreement except with respect to discharge. During the probationary period, an employee may be terminated at any time at the sole discretion of the Association. Such discretion shall not be exercised in a manner that is arbitrary, discriminatory, or in bad faith. Upon commencement of employment, every new staff member or staff member assuming a new position should be provided with a job description. The Executive Director or designate should review the details of the job duties with the staff member explaining the standard of performance expected. During the probationary period, the Executive Director or designate must assess the Employee's performance and convey this to the Employee by discussion and written appraisal.

- 13.05(b) A probationary period of three (3) months shall be in effect for an employee assuming a new position in Job Levels A1 through B2 and four (4) months for Job Levels above B2 through B3 and six (6) months for Job Levels B4 and above. In the event the employee proves unsatisfactory in the position during the trial period, they shall be returned to their former position, and salary rate.
- 13.06 Performance Review
- 13.06(a) Performance review of Employees shall be conducted annually by the Executive Director or designate. This procedure should provide a basis for recognizing strengths as well as identifying any deficiencies in performance and should be a part of an ongoing program of career development. The appraisal shall be conveyed to the Employee in writing by June 30th of each year. The methods used to conduct performance reviews will be established in agreement with the Union within three (3) months after ratification of the Collective Agreement.
- 13.06(b) An employee's performance will be deemed satisfactory in the event that a performance review is not provided in accordance with Article 13.06(a). This clause shall not apply in the event that the parties have not reached agreement on the methods used to conduct performance reviews pursuant to Article 13.06(a).

Article 14 - Layoffs and Recalls

14.01 Layoff

14.01(a) The Employer will endeavour to provide information requested by the Union to enable it to propose alternative measures to a layoff.

14.01(b) Layoffs shall be made on the basis of reverse seniority within a job classification. Temporary workers will be terminated prior to any full-time or part-time employee being laid off. Any individual to be laid off shall be notified in writing at least three (3) months prior to the layoff taking effect, or paid three months salary in lieu of notice, or some combination of both.

14.02 Benefits During Layoff

Subject to the benefit provider's agreement:

The Employer agrees to pay the premiums for health and dental benefits coverage for employees on layoff for a period not to exceed twelve (12) months.

14.03 Layoff Grievances

Grievances concerning layoffs shall be initiated at Step Two of the Grievance Procedure.

14.04 Seniority During Layoffs

Employees on layoff shall continue to accumulate seniority and shall retain seniority in the Bargaining Unit for twelve (12) months.

14.05 Recall

14.05(a) Employees on layoff will be recalled, on the basis of seniority within their job classification, to fill any vacant position for which the employee is qualified.

14.05(b) Employees being recalled shall be notified in writing, by registered mail, at least fourteen (14) calendar days in advance of the date of the recall. If the employee fails to notify the Employer, in writing, of their intention to return to work within one (1) week of receiving the recall notice, they shall forfeit their seniority rights. It shall be the responsibility of the employee to keep the Employer informed of their current address.

Article 15 - Holidays

15.01 Employees shall be given the following paid holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day of Truth and Reconciliation, Thanksgiving, Christmas Day, Boxing Day and the Employee's regular hours of work during a seven (7) working day period over the Christmas holidays coincident (as closely as possible) with the University of Toronto holidays and any other government approved statutory holidays. In addition, employees will be given three (3) floating holidays chosen at the employee's discretion and approved by the Employer.

All part-time employees at or above 0.5 FTE shall receive two (2) float holidays per year.

15.02 In the event that a holiday occurs on a Saturday or Sunday, the following working day shall be considered the holiday.

15.03 If the holiday falls within the vacation period chosen by an employee, they shall receive an extra day's vacation in lieu of such holiday.

15.04 Employees shall be entitled to observe religious holidays other than those listed in 15.01 without loss of pay. Where an employee requires time during the normal work week, to observe a religious holiday, the employer may offer the employee a flexible or compressed work schedule, which shall not be unreasonably refused.

Article 16 - Vacations

- 16.01 Employees shall be entitled to an annual vacation with pay on the following basis:
- (i) three (3) weeks for the first four (4) years of employment with the employer;
 - (ii) four (4) weeks in years five (5) through ten (10); and
 - (iii) five (5) weeks in year eleven (11) and thereafter.
- 16.02 **Part-Time Employees**
- Part-time employees shall be entitled to the above annual vacations except that vacation pay shall be on a pro-rated basis in accordance with their normal hours of work per week.
- 16.03 Any unused vacation time accumulated each year between July 1 and June 30 can be banked until the end of the subsequent July.
- 16.04 **Scheduling**
- Vacation schedules shall be determined by seniority. The Employer shall not unreasonably deny vacation as requested but may take into consideration the vacation approved for other employees and operational requirements when approving vacations.
- 16.05 An employee shall be entitled to receive their vacation in consecutive weeks.
- 16.06 Sick leave will be substituted for vacation where the employee is incapacitated for a minimum of three (3) days by an illness or accident which occurred while an employee was on vacation. If requested by the Employer, such incapacity shall be documented by a report from a physician.
- 16.07 **Unused Vacation Entitlement**
- At the time of total layoff, termination or resignation, an employee shall be entitled to be paid for all vacation entitlement not yet taken.

Article 17 - Sick Leave

17.01 Definition

Sick leave is the period of time an employee is absent from work with full pay and benefits by virtue of being sick or disabled, exposed to a contagious disease, or under compulsory quarantine, under examination or treatment of a physician, chiropractor, naturopath, or dentist; or because of an accident for which compensation is not payable under the Workers' Compensation Act.

17.02 An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that they were unable to carry out their duties. The Employer shall reimburse the employee for any fees charged for the issuance of said certificate.

17.03 An employee shall go on short term disability on the first day that they become eligible for coverage provided that the plan continues to allow employers to "top-up" short term disability benefit payments to 100% of salary.

17.04 The Employer shall "top-up" short term disability benefit payments to employees to 100% of regular salary. The employee shall suffer no interruption in salary or loss of salary as a result of this clause. Salary payments made to an employee to prevent any interruption or loss of salary during short term disability leave shall be recovered from any subsequent insurance benefits paid to the employee.

17.05 Full-time employees shall be credited with twenty (20) days of sick leave on July 1 of each year to be used, if necessary, during the following twelve (12) months. Employees may use up to ten (10) days, of the twenty (20) days of sick leave, to care for a sick or disabled dependent. There shall be no banking of this sick leave. Sick leave allowance shall be pro-rated for part-time employees and for new employees.

17.06 Sick leave shall be deducted by the hour absent from work.

Article 18 - Leaves

18.01 Requests

Except:

- (i) where otherwise stipulated in this agreement;
- (ii) in cases of medical appointments becoming available on short notice;
and
- (iii) in cases of an emergent need to care for a family member.

All requests for leave shall be made in writing at least three (3) days in advance to the Employer, indicating the time(s) and date(s) being requested. No request for leave shall be denied solely because the employee did not submit their request in time.

18.02 Union Business

Upon written request at least two (2) working days in advance, employees shall be entitled to leave without pay in order to process CUPE 1281 grievances not under this Collective Agreement. Such leave shall be limited to the processing of one (1) grievance for all members of this bargaining unit for the duration of this agreement.

18.02(a) Upon written request at least two (2) working days in advance, employees nominated to serve on an arbitration board shall be entitled to leave without pay on the days when the board is required to meet, to a maximum of three (3) days per employee per year.

18.03 Union Meetings and Conventions

18.03(a) Upon written request at least five (5) working days in advance, leave with pay to a maximum of one (1) day in a twelve-month period shall be granted to employees attending the CUPE 1281 Annual General Membership Meeting or Convention. Such leave shall be limited to a maximum of two (2) employees per occasion. Leave with pay up to a maximum of three (3) working days in a twelve (12) month period shall be granted for attendance at other CUPE 1281 General Membership Meetings or Stewards' Councils. Such leave shall be limited to a maximum of one employee per occasion.

18.03(b) Upon written request at least five (5) working days in advance, leave without pay shall be granted to employees chosen to represent the Union at any authorized Labour Convention or educational seminar. Such leave is to be confined to the actual duration of the Convention or educational seminar and the necessary traveling time. Such leave shall not exceed a total of five (5) working days in the bargaining unit for the duration of this agreement.

18.04 Court Duty

The Employer shall grant leave of absence to an employee who serves as a juror or witness in any court. The Employer shall pay such employee the difference between their normal earnings and benefits and the payment they receive for jury service or court witness, excluding payment for traveling, meals, and other expenses.

18.05 An employee shall be granted, upon request, up to ten (10) working days leave with pay in the case of pressing family considerations such as a serious medical emergency, or the death of a parent, parent-in-law, spouse, partner, foster parent, sibling, or child. Up to five (5) working days in the case of a grandparent, sibling-in-law, or grandchild and any other individual with whom the employee has a close, personal relationship that is akin to familial relationship, and who has either lived in the same household as the employee for a significant period of time, or shared mutual caregiving responsibilities or emotional and financial interdependence regardless of any legal or biological connection. Part-time employees shall be entitled to the above leave on a pro-rated basis in accordance with their normal hours of work per week. Where the funeral takes place more than one thousand kilometers from the place of residence of the employee, an additional two (2) days leave with pay shall be added to such compassionate leave.

18.06 Family Care /Personal Leave

The Employer shall grant full-time employees up to a total of five (5) days of paid family leave/personal leave per year. Wherever possible, employees shall make their need for such leave known to their supervisor in advance. Reasons for such leave include, but are not limited to, care of family members, parent-teacher interviews, observance of religious holidays, professional appointments, court appearances, moving or attending to other emergency situations. Part-time employees shall be entitled to the above leave on a pro-rated basis in accordance with their normal hours of work per week.

18.07 Maternity Leave

This provision is applicable to all full-time and part-time employees who have been continuously employed by the Employer for at least twelve months at the expected date of delivery and who intend to continue their careers with the Employer following maternity leave. Such employees who give birth are entitled to twenty-seven (27) weeks paid maternity leave, which must be applied for and granted in writing, as per for the following.

18.08 Supplementary Employment Benefits Plan

18.08(a) An employee who has applied for and is receiving Employment Insurance (E.I.) benefits pursuant to Section 7.1 of the E.I. Act shall be paid an allowance for the supplementation of their benefits in accordance with the Supplementary

Unemployment Benefits (SUB) Plan.

Payments under the SUB Plan shall only be made as follows

- (1) During the period between the date of application for benefits and the date benefits commence, the employee shall be paid ninety-five percent (95%) of their regular weekly earnings.
- (2) During the period when the employee is collecting Employment Insurance benefits, such period not to exceed twenty-seven (27) weeks including the waiting period, they shall be paid the difference between their regular weekly EI rate of benefits and ninety-five percent of their regular weekly earnings.
- (3) The combined weekly payments received from the SUB Plan and the weekly rate of employment insurance benefits shall not exceed ninety-five percent (95%) of the employee's weekly earnings.
- (4) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (5) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- (6) Employees ineligible for EI benefits are not eligible for payments under the SUB plan.

18.08(b) Unpaid Maternity Leave

In addition to any paid maternity leave, an employee shall also be entitled, upon request, to an amount of unpaid maternity leave which brings the total maternity leave (paid and unpaid) to fifty-two (52) weeks.

18.08(c) Employees continue to accumulate seniority and receive benefits during the entire period of maternity leave.

18.09 Parental Leave

An employee whose spouse has given birth or who has become an adoptive parent is eligible for parental leave in accordance with the Employer's Supplemental Unemployment Benefits Plan. This provision is applicable to all full-time and part-time employees who have been continuously employed by the Employer for at least twelve (12) months and who intend to continue their careers with the Employer following parental leave.

18.09(a) An employee shall also be entitled, upon request, to an amount of unpaid parental leave to bring the total parental leave (paid and unpaid) to fifty-two (52) weeks.

18.10 General Leave

The Employer may grant an unpaid leave of absence of up to eight (8) months to an Employee, upon written request and statement of intention to return.

While on unpaid leave, an Employee may remain a member of the benefits package and/or the pension plan by paying both the employer and Employee shares of the premium costs.

18.11 Time off for Elections

Where necessary, in order for the employee to be able to vote in federal, provincial or municipal elections or referenda, the employee shall be allowed two (2) consecutive hours off before the closing of polls without loss of wages or benefits.

18.12 Return from Leave

Employees returning from leave pursuant to Articles 17 or 18 shall be returned to their former positions, or if the former position no longer exists, shall be returned on terms no less favourable than those enjoyed previous to such leave, at the prevailing rate of pay and with all rights and privileges and benefits as then current in the Collective Agreement.

18.13 Contiguous Leaves

Under no circumstances shall any combination of Holidays, Vacations and Leaves be strung together so as to exceed a period of one (1) year in total.

Article 19 - Payment of Wages and Allowances

The salaries and increments referred to in clauses 19.01, the Job Classification/ Salary Grid apply to Employees who hold these positions and who work the normal working week as defined in clause 20.01. For Employees whose normal hours of work per week are less than the normal working week as defined in clause 20.01, the numerical values in these clauses shall be pro-rated in accordance with their normal hours of work per week.

19.01 Job Classifications/Salary Grid

As of July 1, 2025:

B4 classification salary based on 40 hour work week.

	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Max	Increment
2025-2026												
CPI: 1.7%	1.017%											
A1	\$44,755.21	\$46,803.95	\$48,852.69	\$50,901.43	\$52,950.18	\$54,998.92	\$57,047.66	\$59,096.40	\$61,145.14	\$63,193.88	\$65,242.62	\$2,048.74
B1	\$57,475.05	\$60,072.52	\$62,669.98	\$65,267.44	\$67,864.90	\$70,462.36	\$73,059.83	\$75,657.29	\$78,254.75	\$80,852.21	\$83,449.68	\$2,597.46
B2	\$72,643.46	\$75,374.66	\$78,105.85	\$80,837.05	\$83,568.24	\$86,299.44	\$89,030.63	\$91,761.83	\$94,493.03	\$97,224.22	\$99,955.42	\$2,731.20
B3	\$83,448.30	\$86,331.15	\$89,214.00	\$92,096.85	\$94,979.71	\$97,862.56	\$100,745.41	\$103,628.26	\$106,511.11	\$109,393.97	\$112,276.82	\$2,882.85
B4	\$101,330.07	\$104,830.68	\$108,331.29	\$111,831.89	\$115,332.50	\$118,833.11	\$122,333.71	\$125,834.32	\$129,334.92	\$132,835.53	\$136,336.14	\$3,500.61

- 19.02 The annual salary of each Employee shall be increased by the value of the Career Development Increment on July 1st of each year provided the Employee has been assessed (as set out in Article 13.06) as having satisfactorily performed their duties throughout the year. The annual salary of the Employee shall not exceed the maximum salary set out in the salary grid.
- 19.03 Annual cost of living adjustment shall be equal to the percentage increase in the Consumer Price Index for Toronto (all items, as published in the June Statistics Canada Report) from June 1 of the previous year to May 31st of the current year and shall become effective on July 1st of each year. These adjustments shall apply to the minimum and maximum salaries and to the career development increments set out in the salary grid.
- 19.04 Each payday, each employee shall be provided with an itemized statement of their salary and deductions.
- 19.05 Meal Allowance
- Should a full-time employee be required to work more than two (2) hours past the end of their normal work hours, the employee, upon submission of a receipt, shall be entitled to a meal allowance to a maximum of the per diem for dinner as set by UTFA Council.
- 19.06 Kilometrage and Parking Allowance
- 19.06(a) Kilometrage rates shall be set at the rates established by the UTFA Council.
- 19.06(b) When transportation is required to carry on the Employer's business, the employee may elect to use their car at the approved kilometrage rate. If an employee does not elect to use their own car, or if they do not own a car, the Employer will, if necessary, provide transportation appropriate to the destination.
- 19.06(c) Employees shall be reimbursed for parking expenses while away from the UTFA office carrying on the Employer's business.
- 19.07 Night Travel Allowance
- When an employee works between 7:00 PM and 8:00 AM, or if an overtime or work period ends during this time, taxi service to and from the home of the employee shall be provided by the Employer.
- 19.08 Travel Expenses
- All travel costs incurred while on the Employer's business shall be paid by the Employer in an expeditious manner. Employees shall be subject to the operational rules and procedures and per diems which relate to travel as set by

the University of Toronto Faculty Association Council.

Article 20 - Hours of Work and Overtime

20.01 Hours of Work

- 20.01(a) The normal full time working week for Job Levels A1, B1, B2, and B3 shall be thirty-five (35) hours, Monday to Friday inclusive, and shall exclude a lunch break but include a coffee break in the morning and afternoon.
- 20.01(b) The normal full time working week for Job Level B4 and above shall be forty (40) hours, Monday to Friday excluding lunch breaks. Unless otherwise approved, thirty-five (35) of the forty (40) hours will be performed during the normal working week during which there is an entitlement of an hour unpaid lunch break. Due to the need for flexibility in working hours it is understood that operational demands may require flexibility in start and end of day times.
- 20.01(c) Further to Clause 20.01(a) and Clause 20.01(b) immediately above, from Victoria Day until Labour Day, the normal working week shall be reduced by 2.5 hours and employees may accordingly reduce their hours of work on Friday afternoon or an alternate work day by this amount of time (i.e. by 2.5 hours). The work day with reduced hours may fluctuate week to week and is subject to operational requirements. It is understood that Employees serving as coverage for one another on Friday afternoons will alternate Fridays for equity purposes. The alternating Friday schedules will be agreed upon by the Employees involved and is subject to approval by the Employer. This approval will not be unreasonably denied.
- 20.01(d) Any time worked additionally to a normal working week is overtime.
- 20.01(e) A permanent Employee and the Employer may arrange a flexible schedule or a compressed work week. The Employee will inform the Employer of their or her/his preferred schedule, which shall not be unreasonably denied.

20.02 Overtime

- 20.02(a) Overtime for Job Level A1, B1, B2, and B3 shall consist of all hours of duties for the Employer in excess of thirty-five (35) hours per week or pro-rated equivalent. Overtime must be approved in advance by the Executive Director or designate. Overtime shall be worked on a voluntary basis. Exceptions are monthly Council meetings, Executive meetings and Membership meetings (including the Annual General Meeting) which may be designated by the employer as requiring mandatory overtime duties. At the employee's request and at the discretion of the Employer, overtime shall be compensated as time off in lieu of overtime pay. Lieu time shall be taken within six (6) months of accrual or be paid out on request.
- 20.02(b) Overtime for Job Level B4 and above shall consist of all hours of duties for the Employer in excess of forty (40) hours per week or pro-rated equivalent.

However, the overtime rate as set out in 20.02 (c) shall only be paid for hours worked in excess of forty (40) hours per week or pro-rated equivalent. Overtime must be approved in advance by the Executive Director or designate. Attendance at meetings outside normal office hours such as Council meetings, Executive meetings, and Membership meetings (including the Annual General Meeting) may be designated by the employer as mandatory duties. Overtime shall be compensated as time off in lieu of overtime pay. Lieu time shall be taken within 12 months of accrual or be paid out.

- 20.02(c) The normal hourly overtime rate of pay for Job Level A1, B1, B2, and B3 shall be one and one-half (1.5) times the normal hourly rate of pay. The overtime rate for Job Levels B4 and above shall be one and one-half (1.5) times the normal hourly rate of pay for hours worked in excess of forty (40) hours per week. For all Job Levels the hourly rate of pay for overtime work on Sundays or Holidays shall be two (2) times the normal hourly rate of pay, for a minimum of four (4) hours.
- 20.02(d) For the purposes of this clause, a "week" commences at 12:01AM on Monday and ends at midnight Sunday.
- 20.02(e) The normal hourly rate of pay for Job Levels A1, B1, B2 and B3 shall be calculated as follows: (annual rate of pay/260 days per year/7 hours per day). The normal rate of pay for Job Level B4 shall be calculated as follows: (annual rate of pay/260 days per year/8 hours per day).

Article 21 - Severance Pay

21.01 Termination of employment may occur if, as a result of organizational changes, the Employer is unable to provide work for an employee at their same regular rate of pay and in a comparable class of work. In such an event, the employee will be given notice of termination as per the following schedule:

Years of Completed Service	Weeks of Notice	Weeks of Severance Pay
0.25 - 2	8	2 weeks per year of service
2 - 26	12	2 weeks per year of service
more than 26	12	52 weeks

For the purpose of implementing this Article, an employee who is laid off with no recall date, or whose recall date is more than a year from the date of layoff, or who is laid off and whose recall date is cancelled, shall be considered to be terminated. Upon acceptance of severance pay, the then former employee will cease to be covered by this Collective Agreement.

Article 22 - Job Descriptions and Reclassification

22.01 The job descriptions appended to this Collective Agreement shall serve to amplify the classification titles in the job classification chart.

Where, during the term of this Agreement, the Employer wishes to create a new bargaining-unit position, the job description for that position shall be appended to this Collective Agreement. The Union will be provided with a job description for bargaining unit positions prior to the interviews being conducted to fill that position.

The Employer commits to meaningful consultation with the affected employee(s) before there is a substantial restructuring to the duties and responsibilities of any of the members of the bargaining unit. The Employee shall have the right to Union representation during the consultation. Such changes to duties and responsibilities shall not reduce the number of hours or work.

Article 23 - Career Development and Training

23.01 The Employer will attempt to create and foster an environment that encourages the skills training and career development of the employees.

23.02 Training

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by an employee or employees required to use them in their job the Employer shall provide training for the employee(s) affected, at the Employer's expense. Time spent in training during the normal working week (as defined in Article 20.01) will be considered part of the work of that week. Time spent in training outside of the normal working week will be compensated for with an equal number of hours of release time from normal working week hours. Training will not be unreasonably denied.

In the event that the Employer should request than an employee attend a conference or seminar, the employer shall bear all costs of that attendance.

23.03(a) Two (2) members of the bargaining unit who wish to attend the COFAS meetings shall be permitted to attend at the Employer's expense. Employees shall be compensated for time spent attending the COFAS conference, when such attendance falls on a day that is regularly a working day for the employee. The employer agrees to pay the COFAS yearly membership. All meals expensed while away shall be reimbursed at the prevailing CAUT per diem rate.

23.03(b) Upon return from the COFAS meeting, the two members of the bargaining unit will prepare a comprehensive memorandum reporting on seminars and workshops attended as well as any other relevant material.

23.03(c) The two (2) members of the bargaining unit attending the COFAS meeting will be determined in accordance as outlined below.

- i) The employees attending the COFAS conference each year shall be determined on a rotating basis by seniority. A seniority list will be established at the time of the signing of the Collective Agreement and will be used for the duration of the Agreement. Any new employee shall be added to the list in order of hire. Any employee hired after July 1 will go to the bottom of the seniority list and will not be eligible to attend the COFAS conference in the first two (2) years of employment unless they have completed their probation and all those with higher seniority opt not to attend. The list will be made available to any employee requesting time off and reimbursement for attendance at the conference.
- ii) Any employee who chooses to not elect to attend the conference during their assigned year, may do so. The employee will retain their seniority placement on the list for a maximum of two (2) years.

- iii) Expenses will be reimbursed according to UTFA travel and allowance policies, except all meals expensed while away shall be reimbursed at the prevailing CAUT per diem rate.

23.04 The Employer will pay for the cost of professional and/or skills development courses and course materials that would be mutually beneficial to the Employer and employee. Requests for such training will not be unreasonably denied. All training materials will remain the property of the employer.

Article 24 - Benefits

24.01 Health Insurance Plan

The Employer shall pay the entire cost of premiums for each employee for their inclusion in the benefits package provided by the CAUT Group Health Insurance Plan or the equivalent benefits provided by another plan. This will include paying for family benefits for their dependents and spouse for extended health and dental benefits under the CAUT Group Health Insurance Plan or equivalent benefits provided by another plan.

Notwithstanding this arrangement, employees may elect to pay the cost of their own Long-Term Disability (LTD) insurance premiums. Employer savings, if any, resulting from this arrangement shall be directed to the individuals' pension plan up to the maximum allowed by law.

24.02 Pension Plan

The Employer shall provide a Union's Members jointly sponsored pension plan, the University Pension Plan (UPP), for its employees. The employer's contribution will be 10% and the employees will contribute 10% of gross annual earnings.

24.03 Wellness Benefit

All employees are entitled to a wellness benefit expense of \$1750 each year (i.e. July 1st to June 30th) the contract is in force. All employees shall be reimbursed at 100% for the eligible expenses submitted with the appropriate documentation, subject to the maximum yearly amount. This wellness benefit will include but is not limited to a membership related to wellness, the purchase of fitness equipment and alternative forms of therapy not covered by OHIP and/or Manulife.

Alternative forms of therapy not covered by OHIP and/or Manulife for eligible dependents that meet the disability criteria under the CRA scope will also be eligible expenses under the yearly amount.

24.04 Retirement Benefits

The Employer shall pay the cost of all premiums related to life, health and dental benefits for retired Employees through the CAUT Group Health and Dental Plan with Manulife Financial (or other CAUT Group Health and Dental Plan provider). The Employer's contribution to the payment of premiums shall continue for a ten (10) year period beginning at the date of retirement or until age 75 whichever occurs first.

Participation in the plan and the choice of single or family coverage shall be at the Employee's option. To be eligible for this benefit, an Employee must have a

minimum of ten (10) years of service with the Employer.

Once the ten (10) year period has finished and regardless of the retiree's age, the Employer will start to pay the premiums of the Manulife Followme Premiere Plan for the retiree and their spouse for life.

If Manulife can no longer provide the above benefits, the Employer commits to consulting with the Union with regards to researching and enrolling in an equivalent plan, providing similar services.

Bargaining Unit employees who choose to work past age 65 shall have their benefits adjusted as follows:

- (i) Life Insurance 1 x salary until age 70 and then \$20,000 thereafter.
- (ii) Optional life 2 x salary until age 70 then \$20,000 thereafter.
- (iii) AD&D 1 x annual salary until age 70 then \$20,000 thereafter.
- (iv) No LTD past age 65
- (v) Drug Coverage-Integrated with the Ontario Drug Plan with ODP first payment.

24.05 Percentage in Lieu

The Employer shall pay seven percent (7%) of base salary in lieu of the health insurance benefits, to employees who are not eligible to be enrolled in the Health Insurance Plan as outlined in Article 24.01 of the Collective Agreement.

24.06 Child Care Benefit

This taxable benefit provides reimbursements to eligible employees for child care expenses for each legal dependent under the age of ten (10) to a maximum of \$200 per month per child paid annually in July. Receipts must be submitted by June 30.

The annual amount will be prorated for staff not having worked the full year.

Article 25 - Health and Safety

25.01 Health and Safety

25.01(a) The Employer shall make all reasonable provisions for the health and safety of employees during working hours, and the Union may, from time to time, bring to the attention of the Employer any suggestions in this regard.

25.01(b) If any employee feels their safety is being compromised or put at risk by the actions of any members of the Employer, or any visitors to the premises of the Employer, the employee shall have the right to arrange for the removal of such persons from the workplace.

25.02 Health and Safety Committee

In conformity with the Occupational Health and Safety Act, the Employer will form a Health and Safety Committee.

25.02(a) In consultation with the Health and Safety Committee, the Employer shall, within three (3) months of the signing of this Collective Agreement, bring all work locations into conformity with Workplace Hazardous Materials Information System (WHMIS) requirements.

25.02(b) The Health and Safety Committee will, as a priority, institute proper training procedures for all employees, including first aid procedures and conflict avoidance.

25.03 Computer Stations

25.03(a) Pregnant employees shall have the right to refuse to work at computer stations with video display monitors which emit radiation.

25.03(b) The Employer agrees to supply computer-screen filters for all Video Display Terminals in the workplace.

25.03(c) In purchasing new or replacement computer station equipment, the Employer shall ensure the computer station equipment adequately provides for the reasonable comfort and health of the employee.

Article 26 - Copies of Agreement

26.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and duties under it. For this reason, the Employer shall provide each employee with a copy of this agreement within sixty (60) days of ratification.

Article 27 - No Strikes or Lockouts

27.01 For the duration of this Collective Agreement, there shall be no strike or lockout, as defined by the Ontario *Labour Relations Act*.

Article 28 - Duration of Agreement

28.01 This Agreement shall continue in force and effect from July 1, 2025, until June 30, 2028.

Either party to this Agreement may, not more than sixty (60) days prior to June 30, 2028 present the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement. A meeting shall be held within twenty (20) days, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement.

Failing agreement by June 30, 2028, this Agreement shall continue in force until a new agreement is executed, or until such time, as defined by the Ontario *Labour Relations Act*, as the parties gain the right to strike or lock out.

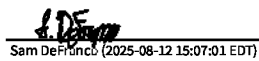
The Parties hereto have caused this Agreement to be signed by its duly authorized representatives in Toronto this 12th day of August, 2025.

For the Employer:

For the Union:




Jun Nogami
UTFA Acting President & Vice President
Salary, Benefits, Pensions & Workload


Sam DeFranco (2025-08-12 15:07:01 EDT)

Samantha DeFranco
President, CUPE Local 1281

Rob Gillezeau
UTFA Treasurer



Crystal Doyle
Shop Steward, CUPE Local 1281



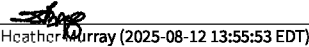
Claire Reyes
UTFA Operations Director



Marisa Mikroulis
Negotiating Team, CUPE Local 1281



Jessica Martin
Executive Assistant to the UTFA President


Heather Murray (2025-08-12 13:55:53 EDT)

Heather Murray
CUPE National Representative

Nellie De Lorenzi
UTFA Executive Director

tt/COPE:491

Letter of Understanding #1: UTFA Hiring Committee

The Employer and the Union agree that, barring any conflict of interest, a hiring committee will be established, one member of which will be the union steward, for purposes of hiring for the non-bargaining unit position of Executive Director or designate.

Memorandum of Agreement re: University Pension Plan (UPP)

MEMORANDUM OF AGREEMENT RE : Union's Members joining a jointly sponsored pension plan, the University Pension Plan ("UPP"), in place of the existing RRSP provided for in the Collective Agreement. (see appendix 1)

Agreed July 15, 2025

Appendix 1

MEMORANDUM OF AGREEMENT RE: UPP

BETWEEN:

UNIVERSITY OF TORONTO FACULTY ASSOCIATION
(hereinafter referred to as the "Employer")

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1281

(hereinafter referred to as the "Union")

**MEMORANDUM OF AGREEMENT REGARDING AGREEMENT TO
THE CONVERSION TO THE UNIVERSITY PENSION PLAN (the "UPP")**

WHEREAS the Employer and the Union are parties to a collective agreement with a nominal expiry date of June 30, 2025 (the "Collective Agreement");

AND WHEREAS the parties have been discussing the possibility of the Union's Members joining a jointly sponsored pension plan, the University Pension Plan ("UPP"), in place of the existing RRSP provided for in the Collective Agreement;

AND WHEREAS the parties wish to enter into this MOA to provide for the Union's agreement for transition to the UPP and related amendments to the Collective Agreement;

NOW THEREFORE the parties agree as follows:

1. In the event the Employer obtains the necessary consents and approvals, employees shall become members of the UPP effective on a date to be determined (the "effective date").
2. The Employer shall make best efforts to allow employees to purchase years of service from the employees' RRSP accounts to be applied to the UPP.
3. On the effective date, the Employer will no longer provide an RRSP for its employees and the Collective Agreement will be amended as follows:
 - a. Deletion of references to the Pension Plan in Article 24.02 and any Schedules and/or other references to the Pension Plan, if any;
 - b. The incorporation of "no grievance and arbitration provisions" respecting pension matters - i.e., any and all issues related to the UPP shall not constitute a "difference" between the parties for the purposes of the

Ontario Labour Relations Act or the collective agreement and must be addressed under the provisions of the UPP and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and that it is the intention of the Employer and the Union that an arbitrator appointed under the collective agreement shall have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and

- c. Acknowledgement that the terms and conditions of the UPP are not subject to collective bargaining, save and except for mutual agreement in writing to withdraw from the UPP pursuant to and in accordance with the terms and conditions of the UPP, including any notice provisions, for doing so.
4. In the event the Employer is unable to obtain the necessary consents and approvals as provided for in paragraph 1 above, this Memorandum of Agreement shall have no force or effect.
5. This Memorandum of Agreement shall be appended to and form part of the Collective Agreement and any renewal collective agreement in effect before the "effective date" notwithstanding the grievance and arbitration provisions of any collective agreement.

UTFA Job Description: Administrative Assistant

The duties of the Administrative Assistant shall include the items below, and other related duties. It is understood that the emphasis placed on the tasks in this job description may vary over time.

Reporting Lines

The Administrative Assistant reports to and works under the general supervision of the Executive Director or designate.

The incumbent provides administrative and occasional research support for the Association's operations including:

Duties and Responsibilities

Information Systems Management/Records Management System:

Under the direction of the Executive Director or designate

1. Maintains the filing and library physical and electronic information systems/records management system.
2. Determines where information is to be located within the information system/records management system.
3. Search and retrieve information from the Association's information systems/records management system.
4. Search for information and data from sources within and beyond Association
5. Assist with maintenance of databases.

Office Administration

1. Carries out the day-to-day running of the front office.
2. Supervise temporary administrative staff.
3. Replies to and administers the Association's general e-mail account.
4. Serves as recording secretary to Council, the Executive Committee and the Joint Committee.
5. In consultation with the President or designate prepares agendas and materials for these meeting, arranges for AV and beverages for meetings.
6. Responds to enquiries and requests for information from members.
7. Liaises with outside vendors and trades.
8. Provides input on improvements to the filing system and information handling procedures.
9. Informs the President or designate when computer related problems require the attention of the computer technician.
10. Assist with other aspects of the Association's administrative operations as directed.

Legal Support

1. Maintenance of grievance files.
2. Inputs information into the grievance database.
3. Provides reports from the grievance database as requested.
4. Opens and closes grievance files.
5. Files grievance information as requested.
6. Arranges for meetings between grievance staff and grievors.
7. Keeps the Grievance Review Panel and Tenure Appeals decisions binders updated.
8. Undertakes document searches as requested.
9. Provides general administrative support as required.

Administrative Support

1. Provides administrative support to the President, Vice-Presidents, Chairs of standing committees, the Executive Director or designate, legal staff, the Executive Committee, and Council.
2. The Administrative Assistant will provide administrative support to the President, Vice-Presidents, Executive Director or designate, and legal staff.
3. Will endeavor to provide adequate coverage of the office when other administrative staff members are absent.
4. Provide administrative support for negotiating team.
5. Assist with nominations and elections.
6. Prepares services letters for Council and Committee members for President's signature.
7. Provides general office support.

Membership Servicing

1. Respond to membership and information requests.
2. Assists with membership drive.
3. Updates and maintains files of member services.

Arrange, and Maintain Schedule of Meetings and Events

1. Under the direction of the Committee Chairs, maintains schedules of meetings and membership of committees.
2. Arranges for all aspects of conferences, workshops, meetings and events, which may include travel arrangements.
3. Books the boardroom for all meetings.

Reception

1. Provides reception support. Some of these duties may include:
2. open, copy and distribute all incoming correspondence,
3. couriers,
4. answer the telephone,

5. maintain front office equipment,
6. clean up after meetings,
7. keep the office tidy,
8. sending faxes,
9. maintain the voice mail bulletin board;
10. mailings,
11. photocopying, and
12. stock machines with paper and fridge with beverages.

Qualifications

The Administrative Assistant should have a post-secondary education or equivalent combination of education and experience. The incumbent must be experienced with various business computer programs.

In accomplishing their responsibilities, the Administrative Assistant must:

1. Ensure a high level of confidentiality.
2. Exercise initiative, judgment and tact.
3. Be self-directed in fulfilling work priorities.
4. Undertake a variety of disparate tasks concurrently.

UTFA Job Description: Bookkeeper/Administrative Assistant

Reporting Line

The Bookkeeper/Administrative Assistant reports to and works under the general direction of the Executive Director or designate.

Duties and Responsibilities

The Bookkeeper/Administrative Assistant provides administrative support for the Association's operations. These responsibilities include:

Financial management

1. Ensure correct payment of invoices within the budget line and with proper authorizations.
2. Collect association's income as incurred.
3. Reconcile bank statements, and recommend transfer of funds between accounts as directed by Treasurer.
4. Prepare staff payroll and benefit-related information.
5. All aspects of bookkeeping leading to the audited financial statements.
6. Provide Executive Committee and Council with monthly financial summaries.
7. Prepare documentation for the annual audit and meet with auditor to answer questions, discuss accounting methods and provide documentation.
8. Act as Liaison with financial institutions and payroll contractor.
9. Investigate and resolve financially related matters.

Assisting with other aspects of the Association's administrative operations as directed.

1. Under supervision update UTFA's website; recommend and make improvements to the site as necessary.
2. Assist with membership database updates.
3. Maintain the Records Management System and library items.
4. Provide support and document searches for committees, director and legal staff as requested.
5. Backup other administrative positions as required.

UTFA Job Description: Receptionist/Clerk 1

Reporting Lines

The Receptionist/Clerk 1 reports to and works under the general direction of the Executive Director or designate.

Duties and Responsibilities

The Receptionist/Clerk 1 provides administrative support for the Association's operations including:

1. Answering telephones and greeting visitors.
2. Receiving deliveries and dispatching all outgoing correspondence and packages.
3. Sending and receiving mail, couriered documents and packages.
4. Opening and distributing incoming mail and facsimiles.
5. Acting as liaison with campus mailroom and telephone administration.
6. Responding to basic information requests as directed.
7. Filing and maintaining information in library.
8. Assisting with production and distribution of newsletters, notices, and advertisements.
9. Makes logistical arrangements for committee meetings, conferences, seminars and workshops including room reservations, provision of food and clean-up afterward.
10. Maintains office supply of refreshments, food and associated supplies.
11. Assisting with other aspects of the Association's administrative operations as directed.

Qualifications

The Receptionist/Clerk 1 should have secondary school education or acceptable equivalent in education and experience. Must be able to undertake a variety of tasks concurrently. They must have basic computer knowledge and be willing to learn.

In accomplishing their responsibilities, the Receptionist/Clerk 1 must:

1. Ensure a high level of confidentiality.
2. Exercise initiative, judgment and tact.
3. Be self-directed in fulfilling work priorities.
4. Undertake a variety of disparate tasks concurrently.

UTFA Job Description: Administrative Assistant 1

Reporting Lines

The Administrative Assistant 1 reports to the Executive Director and works under the general supervision of the Executive Director or designate.

Duties and Responsibilities

The incumbent provides administrative support for the Association's operations including:

1. Provide word-processing and secretarial support for Executive Director, legal staff and members of the Executive Committee.
2. Transcribe information from Dictaphone.
3. File and retrieve documents and library materials.
4. Respond to membership and routine information requests.
5. Maintain mailing and committee lists.
6. Coordinate committee meetings, conferences, seminars and workshops.
7. Prepare and distribute meeting agendas, supporting material and minutes.
8. Maintain grievance files.
9. Take backup notes at various Council and Committee meetings.
10. Maintain inventory of office supplies.
11. Assist with other aspects of the Association's administrative operations as directed.

Qualifications

The administrative Assistant 1 should have completed a 2-year college diploma in business administration or an equivalent combination of experience and education. Must have knowledge of MS Office and all its applications especially Excel and Word.

In accomplishing their responsibilities, the Administrative Assistant 1 must:

1. Ensure a high level of confidentiality.
2. Exercise initiative, judgment and tact.
3. Be self-directed in fulfilling work priorities.
4. Undertake a variety of disparate tasks concurrently.

UTFA Job Description: Administrative/Research Assistant 2

Reporting Lines

The Administrative/Research Assistant 2 reports to and works under the general supervision of the Executive Director or designate.

Duties and Responsibilities

The incumbent provides administrative and research support for the Association's operations including:

1. Provide complete administrative support to the Executive Director, legal staff and members of the Executive Committee.
2. Search for information and data from sources within and beyond Association.
3. Provide research and administrative support for negotiating team.
4. Coordinate and manage meetings including taking minutes.
5. Assist in the implementation and maintenance of a Records Management System.
6. Assist with maintenance of databases.
7. Respond to membership and information requests.
8. Assist with nominations and elections.
9. Take minutes at various Council and Committee meetings.
10. Supervise temporary employees.
11. Assist with other aspects of the Association's administrative operations as directed.

Qualifications

The Administrative Assistant 2 should have a post-secondary education, or equivalent combination of education and experience. The incumbent must be experienced with various business computer programs including, Microsoft Office, spreadsheets, databases, website management and presentation software.

In accomplishing their responsibilities, the Administrative Assistant 2 must:

1. Ensure a high level of confidentiality.
2. Exercise initiative, judgment and tact.
3. Be self-directed in fulfilling work priorities.
4. Undertake a variety of disparate tasks concurrently.

UTFA Job Description: Administrative/Research Assistant 3

Reporting Lines

The Administrative/Research Assistant 3 reports to and works under the general direction of the Executive Director.

Duties and Responsibilities

The incumbent provides administrative support for the Association's operations including:

1. Provides a high level of executive assistance to the ED and Elected Officers.
2. Working with the legal staff, prepare reports and briefs.
3. Under the direction of the ED and Elected Officers write key documents.
4. Search for information and data from sources within and beyond association, analyze data and produce reports.
5. Develop, coordinate and analyze data for the V.P. Salary, Benefits and Pensions; provide assistance with research, report writing and fact sheets.
6. Manage and coordinate the progress of special projects.
7. Provide orientation and supervision of other employees.
8. Assist with other aspects of the Association's administrative operations as directed.

Qualifications

The Administrative Assistant 3 must have a post-secondary education, or equivalent combination of education and experience. Several years of progressively more responsible administrative or managerial experience. Must have superior interpersonal and communication (verbal and written) skills; strong organizational and analytical background.

In accomplishing their responsibilities, the Administrative Assistant 3 must:

1. Ensure a high level of confidentiality.
2. Exercise initiative, judgment and tact.
3. Be self-directed in fulfilling work priorities.
4. Undertake a variety of disparate tasks concurrently.

UTFA Job Description: Bookkeeper

Reporting Lines

The Bookkeeper reports to and works under the general direction of the Executive Director or designate.

Duties and Responsibilities

The Bookkeeper provides administrative support for the Association's operations including:

1. Pay and reconcile approved invoices and expenses.
2. Act as liaison with financial institutions and payroll contractor.
3. Calculate additional payroll and benefits as required.
4. Complete all bookkeeping functions leading to the audited financial statements.
5. Issue cheques and obtain signatures.
6. Prepare bank deposits and make deposits at bank.
7. Reconcile bank statements.
8. Prepare financial statements as required.
9. Prepare documentation for annual audit.
10. Transfer funds as directed by Treasurer.
11. Investigate and resolve financially related matters.
12. Assist with other aspects of the Association's administrative operations as directed.

Qualifications

The Bookkeeper must have superior bookkeeping skills and have an excellent knowledge of standard computer accounting software including Intuit QuickBooks Pro and Microsoft Excel. They must have completed an approved bookkeeping program (CGA/CMA an asset) and have advanced knowledge of relevant financial legislation affecting not-for-profit associations.

In accomplishing their responsibilities, the Bookkeeper must:

1. Ensure a high level of confidentiality.
2. Exercise initiative, judgment and tact.
3. Be self-directed in fulfilling work priorities.
4. Undertake a variety of disparate tasks concurrently.

UTFA Job Description: Litigation Assistant

Reporting Lines

The Litigation Assistant reports to and works under the direction of the Executive Director or designate and Vice-President, Grievances.

Duties and Responsibilities

The Litigation Assistant is the primary support for the Association's legal operations. These responsibilities include:

1. Opens and closes files in Time Matters and makes hard copy files.
2. Files grievance information as requested both in hard copy and electronically and maintains these files.
3. Arranges for meetings between lawyers/Vice-President, Grievance and grievors.
4. Keeps the Grievance Review Panel and Tenure Appeals decision binders updated.
5. Undertakes legal research as requested.
6. Provides general administrative support as requested.
7. Assists with other aspects of the Association's administrative operations as directed.

Qualifications

The Litigation Assistant must have completed an approved legal secretarial program, or have equivalent experience. Must be familiar with Windows, popular computerized business applications, file management and an understanding of Time Matters or similar database management system would be preferred.

In accomplishing their responsibilities, the Litigation Assistant must:

1. Ensure a high level of confidentiality.
2. Exercise initiative, judgment and tact.
3. Be self-directed in fulfilling work priorities.
4. Undertake a variety of unrelated tasks concurrently.

UTFA Job Description: Communications, Outreach and Campaigns Support Officer

Reporting Lines:

The Communications, Outreach and Campaigns Support Officer works under the direction of the President of the Association, and other members of the Executive of the Association and the Executive Director (if one is retained by UTFA) or equivalent, as specified by the President.

Duties and Responsibilities:

The Communications, Outreach and Campaigns Support Officer provides support to UTFA's efforts to represent its membership via active outreach and educational campaigns to the membership and, from time to time, to the wider public. The Officer will help to design the form and content of outreach and education campaigns around specific issues and will also help track the progress and success of these campaigns. These responsibilities include:

1. Graphic design and content development for multi-media platforms (e.g., web, posters, postcards, pamphlets, Twitter, Facebook) used to support communications.
2. Support and participation in the design and implementation of an integrated communication strategy.
3. Support of and participation in strategic planning and issue framing for issue-based communications and education campaigns on matters relevant to faculty and librarians represented by UTFA.
4. Design and maintenance of campaign materials (e.g., posters, web pages, Facebook pages, postcards, etc) related to communications and education campaigns.
5. Collection, retention, management, and analysis of data on membership participation in campaigns (e.g., attendance at meetings, responses to questionnaires, etc.).
6. Supervised maintenance of the Association's website design and content.

Qualifications:

The Communications, Outreach and Campaigns Support Officer must have an undergraduate University degree or equivalent relevant experience. The candidate should have experience working with progressive organizations (e.g., labour unions or other advocacy groups such as environmental, community, social justice or humanitarian NGOs.). Applicants must have experience with the use and design of social media campaigns and with web content design and maintenance. Relevant experience with communications tied to political organizing and campaigns, membership/organizing, and strategic planning around organizational goals and communications is important. Applicants must have graphic design skills, be creative, possess strong written and verbal communication abilities, and work well with other people.

In accomplishing their responsibilities, the Communications, Outreach and Campaigns

Support Officer must:

1. Ensure a high level of confidentiality.
2. Exercise initiative, judgment and tact.
3. Be accountable.
4. Be self-directed in fulfilling work priorities.
5. Work well in collaboration with other staff and with elected UTFA officers and members.
6. Multi-task.

UTFA Job Description: Staff Researcher

Responsibilities of the Staff Researcher will include:

1. Research pertaining to changing norms in higher education (e.g., trends in the articulation of academic freedom, norms in governance, etc.).
2. Research in support of monetary proposals and priorities in collective bargaining, including salaries for academic staff as well as pensions and benefits.
3. Research in support of non-monetary proposals and priorities in collective bargaining, including, e.g., appointments policies for academic staff.
4. Research pertaining to government policies and priorities in research and in higher education, as well as research pertaining to multi-lateral institutions on related matters.

The Staff Researcher will work under the direction of the President of the Association, and other members of the Executive of the Association and the Executive Director (if one is retained by UTFA) or equivalent, as specified by the President. The position is part-time (20 hours per week) with some flexibility in scheduling allowed and expected. The position is represented by Local 1281 of the Canadian Union of Public Employees.