UNIVERSITY OF
TORONTO

COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261

(89 CHESTNUT)

CUPE 3261
Canadian Union of Public Employees

Term of Agreement: January 1, 2024 to December 31, 2026

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LAND ACKNOWLEDGMENT

We wish to acknowledge this land on which the University of Toronto operates. For thousands of years it has been the traditional land of the Huron-Wendat, the Seneca, and the Mississaugas of the Credit. Today, this meeting place is still the home to many Indigenous people from across Turtle Island and we are grateful to have the opportunity to work on this land.

COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of March 4, 2024.

- between -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(hereinafter called "the Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261 (89 Chestnut)
(hereinafter called "the Union")

ARTICLE 1: PURPOSE

1.01 The general purpose of this Agreement is to secure the benefits of collective bargaining, a method of settling any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement and to set forth the terms and conditions of employment applicable to employees in the Bargaining Unit and matters to be observed by the University and the Union.

ARTICLE 2: RECOGNITION AND SCOPE

2.01 The Employer recognizes the Canadian Union of Public Employees as the Bargaining Agent for all employees of the Governing Council of the University of Toronto at 89 Chestnut Street in the City of Toronto, save and except supervisors, persons above the rank of supervisor, students (including residence dons), and persons covered by subsisting Collective Agreements.

ARTICLE 3: MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Employer to:

(a) maintain order, discipline and efficiency;

(b) hire, classify, direct, transfer, promote, demote, layoff and recall, and with just cause, to suspend, discipline or discharge employees, subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;

(c) to maintain and enforce reasonable rules and regulations to be observed by employees;

(d) generally to manage the enterprise, in which the Employer is engaged, and without restricting the generality of the foregoing, to plan, direct and control

operations, to direct the work force, to determine the number of personnel required from time to time, to determine the quality of service and processes, methods and procedures to be employed, schedules of work and production, standards of performance; to select, procure and control supplies, material, products and produce, to determine the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified in this Agreement.

3:02 In the event of the Employer establishing any new job classifications or positions within the Bargaining Unit, the Employer will discuss the terms of the job classification or position with the Union prior to the establishment of the aforementioned job classification or position. Nothing in this Article shall be interpreted to prevent the Employer from establishing any new job classification or position and staffing same in accordance with the terms of this Agreement. If the Employer and the Union are unable to agree upon the classification of the job, the matter may be referred to the Grievance and Arbitration Procedure of this Agreement.

3:03 The Employer agrees that where changes to a job posting are required, which will change the classification of the position, the University will review the changes with the Union as outlined in Article 3:02.

3:04 The Employer agrees that where changes to a job description are required, which will change the classification of the position, the University will review the changes with the Union as outlined in Article 3:02.

3:05 Employees who are not in the Bargaining Unit will not regularly perform the duties normally carried out by those employees who are covered by this Agreement, except for the purposes of instructions, experimenting, investigating, or in emergencies when regular employees are not available or to assist Bargaining Unit employees in providing quality service.

3:06 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and in such a way as to promote a harmonious relationship with the employees.

ARTICLE 4: RELATIONSHIP

4:01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either them or their representatives, of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

4:02 A properly authorized representative(s) of the Union a "Union Representative" shall have access to the premises at all reasonable times for purposes of adjusting grievances, negotiating the settlement of disputes and for carrying into effect the purposes of this Agreement. Union Representatives shall, upon arrival at the

Residence, advise the appropriate Manager of the visit and shall be subject to all security rules of the Residence.

4:03

a) It is agreed that there shall be no solicitation of members, collection of dues or other Union activities on the premises of the Employer during working hours except as permitted by this Agreement.

b) The Employer agrees that the Local Union President or Union Steward shall be given the opportunity of interviewing each new employee once, on completion of sixty (60) working days of employment, for the purpose of informing such employee of the existence of the Union at the University. Where there are a number of employees to be interviewed, it is agreed that it shall be done on a group basis. The Union will be notified of the names and classifications of all newly hired employees within the bargaining unit. The Employer shall advise the Union on a quarterly basis as to the names of the persons to be interviewed, and the time and place for such interview, the duration of which shall be reasonable but not more than sixty (60) minutes.

c) The Employer shall include in its written employment offers the following statement: "A statement about the Union prepared by the Union along with other information about the Union can be found on the Union's website (https://3261.cupe.ca). All of this information is that of the Union, represents the views of the Union and has not been approved or endorsed by the University. You may contact your Union in person at 703 Spadina Avenue, 2nd Floor, by telephone at (416) 946-7620, or by email at president@cupe3261.ca.

d) In the event the Union changes the web address for the CUPE Local 3261 home page, the Union will notify the Employer of the new web address without undue delay. Further, it shall be the responsibility of the Union to notify the Employer of any change to the Union's contact information as referred to in paragraph (a) above without undue delay.

4:04 The University and the Union agree to uphold the *Human Rights Code* and will not under any circumstances permit employment practices and procedures in contravention of it.

4:05 The Employer and the Union shall not discriminate against an employee because of membership or activity in the Union, or the exercise of the employee's lawful rights, or with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, gender identity, gender expression, marital status, family status, religion, nationality, ancestry or place of origin, ethnic origin, citizenship, political affiliation or belief, record of offences unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment, sexual orientation, sexual minority, place of residence, physical handicap or disability, providing that such handicap or disability does not clearly

prevent the carrying out of the required duties. Employees covered by this Agreement who feel that they have suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

4:06 Violation by an employee of any of the foregoing provisions may be cause for discharge or discipline by the Employer.

Workplace Harassment

4:07 The University will provide an environment where employees are not subjected to workplace harassment. Employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the *Occupational Health and Safety Act* and the University's Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct, and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. For clarity, the current *Occupational Health and Safety Act* defines "workplace harassment" as: "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome". For clarity, workplace harassment may occur while on University of Toronto premises and in work-related activities or social events occurring off-campus. For clarity, workplace harassment that occurs through electronic means is covered by this Article. The University will notify the Union when any substantive changes are made to the University's Civility Guidelines and at the request of the Union will meet to discuss such changes.

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after 45 days have elapsed from the date the written complaint was brought to the attention of the University, identifying the conduct alleged to constitute workplace harassment, the University has not provided the employee with a response to the complaint. Such grievance will be filed at Step 3 of the grievance procedure. If not resolved at Step 3, the parties may agree to mediation or facilitation before an agreed upon mediator or facilitator before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

During any internal steps taken to resolve the situation, employees shall have the right to be accompanied by a Union Representative.

Sexual Violence and Sexual Harassment

4:08

(i) Sexual harassment shall be considered discrimination under Article 4:05 of this Agreement.

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

For clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual violence" as meaning: "any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes Sexual Assault, Sexual Harassment, stalking, indecent exposure, voyeurism, and sexual exploitation."

For clarity, the current Ontario *Human Rights Code* provides that "[e]very person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee." For further clarity, the current Ontario *Human Rights Code* defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". For further clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual harassment" as including: "any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or 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."

(iii) 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.

(iv) The time limit for making a report under the University's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual harassment under this Collective Agreement shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the report/grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee's control prevented the employee from grieving within the time limit.

A grievance alleging sexual violence or sexual harassment shall be filed at Step 3. The Senior Executive Director, 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 9 of this Collective Agreement.

(v) No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

(vi) 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.

(vii) Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

(viii) 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 employees covered by this Collective Agreement between the Governing Council of the University of Toronto and CUPE 3261 - 89 Chestnut, 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.

No Reprisal

4:09 The University and the Union agree that every employee has a right to a workplace free of harassment, discrimination, reprisal or retaliation.

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

For clarity, there will be no reprisals against any employee who brings forward a complaint of harassment and/or discrimination within the meaning of Article 4 of this Collective Agreement provided that they are not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. Both Respondents and Complainants shall be made aware of this Article.

Any allegation(s) of reprisal or retaliation may be the subject of a grievance commencing at Step Two of the Grievance Procedure.

Racial Discrimination

4:10 An employee who files a grievance under the Collective Agreement alleging that they have been discriminated against because of race contrary to Article 4:05 may, if they choose, meet with the University's Anti-Racism & Cultural Diversity Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union Representative if they so choose. Thereafter an employee may resume the grievance process.

General Harassment

4:11 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

Employment Equity

4:12 The University and the Union are committed to equal opportunity in employment for women, aboriginal peoples, people with disabilities and people who because of their race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada. The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University.

ARTICLE 5: STRIKES OR LOCKOUTS

5:01 The Union agrees and undertakes that there will be no strikes, as defined in the *Labour Relations Act, 1995* and the Employer agrees and undertakes that there will be no lockouts as defined in the *Labour Relations Act, 1995* during the term of this Agreement.

ARTICLE 6: REPRESENTATION

6:01 The Employer acknowledges the right of the Union to appoint or otherwise select one (1) Union Steward per Department (as listed in Article 11.02(b)), one of whom shall be selected as Chief Union Steward. For clarity, the parties agree that up to one (1) of the selected Union Stewards may act as a floating Steward unattached to a specific Department. Such Union Stewards shall assist employees in presenting grievances to the Employer. It is understood that an employee must have completed their probationary period to be eligible for appointment as a Union Steward.

6:02 The Union shall keep the Employer notified in writing of names of the Union Stewards, the Departments each represents and the effective date of their appointment.

6:03 The Union acknowledges that Union Stewards have regular duties to perform on behalf of the Employer, and such persons will not leave their regular duties without first obtaining the permission of their immediate supervisor, or in their absence the Manager, Chestnut Residence and Conference Centre or their designate, and when resuming their regular duties, will report again to their immediate supervisor, or in their absence, the Manager, Chestnut Residence and Conference Centre or their designate.

6:04 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than six (6) employees from within the Bargaining Unit, who have completed their probationary period. Not more than one (1) employee shall be appointed or otherwise selected from a Department set out in Article 11.02 b of this Agreement. The Negotiating Committee shall be responsible for presenting Bargaining Unit proposals and negotiating the renewal of this Collective Agreement with the Employer. The Negotiating Committee shall be paid at straight time rates to a maximum of eight (8) hours per day for time spent in negotiations.

Union Management Committee

6:05 The Union and the Employer acknowledge the mutual benefit of open two-way communication. Therefore, the parties agree to the establishment of a Joint Union Management Committee consisting of four (4) representatives from the Employer and four (4) representatives selected by the Union, one (1) of which shall be the

Local Union President or designate. The Staff Representative of the Union may also attend such meetings. Meetings will be held on a quarterly basis and each party shall submit to the other a written agenda, fourteen (14) calendar days before the upcoming meeting. Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining nor can the Committee alter, modify or amend any part of the Collective Agreement. A representative of each party shall be designated Co-Chairperson, and the two (2) persons so designated shall alternate presiding over meetings.

Local Union President

6:06 The Employer agrees that there also shall be one Union President for Local 3261, elected or appointed from any of the Bargaining Units represented by Local 3261. The Union will notify the Employer in writing of the appointment of the Local Union President.

6:07 Provided the leave will not unduly interfere with operations, the Employer shall grant a leave of absence for employees at the request of the Union upon ten (10) working days written notice. A shorter notice period may be considered by the Employer in exceptional or unforeseen circumstances. The Employer shall continue the wages and benefits of such employees. The Union shall reimburse the Employer for such wages and benefit payments upon receipt of a statement of the amount owing.

Arbitration and Mediation Leave

6:08 The Employer agrees that the Chief Steward and the grievor involved in the processing of the grievance shall not suffer any loss of regular wages during their attendance at arbitration or mediation hearings. It is understood no payment for time lost shall be made for attendance at such hearings to Union witnesses.

Administrative Assistance

6:09 The University will grant leave up to a maximum of forty-eight (48) hours per month, of which twenty-four (24) hours will be granted with pay and twenty-four (24) hours reimbursed to the University from the Union, to one (1) non-probationary member in order that they may conduct business on behalf of the Local Union. The Union shall provide as much advance notice as practicable of such leave to the Employer. The notice shall include the employee's name and all applicable date(s) and time(s) of such leave. For clarity, this leave will be available to only one (1) member at a time from either this bargaining unit or the CUPE 3261 Full-Time & Part-Time bargaining unit.

ARTICLE 7: GRIEVANCE PROCEDURE

7:01 An employee having a grievance, or one designated member of a group having a grievance, will first take up the grievance within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance with their supervisor, who will attempt to adjust it. In the event the supervisor is not able to adjust the grievance, the supervisor will arrange to send for the Union Steward without undue delay and without further discussion of the grievance.

7:02 Time limits set forth in the Grievance or Arbitration procedures may be extended by mutual agreement in writing between the parties hereto. Saturdays, Sundays and paid holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration procedures.

Step One

7:03 The Union Steward and the employee will attempt to adjust the grievance with the supervisor before it is given to the supervisor in writing.

7:04 If the grievance is not adjusted by the supervisor, it shall be reduced in writing on an employee grievance form provided by the Union and signed by both the Union Representative and the employee involved. The Union will endeavour to provide a copy of the grievance to the Labour Relations Department. The supervisor shall give the answer in writing to the Union Representative without undue delay, but not more than ten (10) working days after the grievance has been presented in writing.

Step Two

7:05 If the grievance is not settled at Step One, the written grievance may be referred to the proper Designated Authority* at the location where the grievor is employed, by the Local Union President within ten (10) working days after receiving the answer in writing. A meeting shall be arranged by the Designated Authority within ten (10) working days of receiving the grievance. Either party may request the presence of the grievor and the Union Steward at the meeting. The Designated Authority shall give the answer in writing to the Local Union President without undue delay but not later than ten (10) working days after the said meeting.

* Designated Authority (see Schedule C)

Step Three

7:06 If the grievance is not settled at Step Two, a written grievance may be referred to the Senior Executive Director, Labour Relations or designate by the Local Union President within ten (10) working days of receiving an answer in writing from the

Designated Authority. Either party may request the presence of the grievor, Union Steward, Local Union President and the CUPE National Representative, supervisor or Designated Authority to attend the meeting to present evidence or give assistance in the settlement of the grievance. A meeting shall be arranged by the Senior Executive Director, Labour Relations or designate with the Local Union President within ten (10) working days of receipt of the grievance in order to resolve the dispute. The Senior Executive Director, Labour Relations or designate shall give the reply in writing within ten (10) working days if the grievance is not settled at this meeting.

Policy or Group Grievance

7:07 A grievance of the Employer, or a policy grievance of the Union, which is distinguished from an individual employee's or group grievance, must be sent to the Senior Executive Director, Labour Relations, or designate or to the Local Union President, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The parties shall meet to discuss any such grievance within ten (10) working days, then either party may notify the other party in writing within a further period of ten (10) working days, that it intends to proceed to arbitration. Such notification shall contain details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought from an arbitrator or arbitration board.

7:08 Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievances as one (1) grievance subject to all application provisions under the grievance procedure, provided that such grievance shall commence at Step 1.

Discharge Grievance

7:09 An employee who has been discharged, may submit a grievance in writing on a form supplied by the Union signed by both the Union Representative and the employee involved, to the Senior Executive Director, Labour Relations or designate, within ten (10) working days after the discharge. The Senior Executive Director, Labour Relations or designate shall meet with the Local Union President and the grievor within ten (10) working days of receipt of the grievance. Either party may request the presence of the grievor, Union Representative, Local Union President and the CUPE National Representative, supervisor or Designated Authority to attend the meeting to present evidence or give assistance in the settlement of the grievance. If the grievance is not settled at this meeting, then either party may notify the other in writing within a further period of ten (10) working days after the date of the meeting that it intends to proceed to arbitration as herein before set out.

Grievance Mediation

7:10 The parties are committed to the early settlement of grievances and as such mutually agree that the process of grievance mediation is a valuable tool in arriving at mutually agreeable grievance settlements. In this regard the parties agree that by mutual agreement on a "case-by-case" basis, grievances may be referred to private grievance mediation prior to the grievance being heard by a sole arbitrator or a board of arbitration as set out in this Collective Agreement. In such circumstances the parties shall by mutual agreement select the grievance mediation company and they shall jointly and equally bear the fees and the expenses of the mediator.

ARTICLE 8: PROBATIONARY EMPLOYEES

8:01

(a) New full-time employees will be considered as probationary employees until after they have worked for a total of ninety (90) working days, from the date of last hire by the Employer. At the conclusion of thirty (30) working days of service the full-time employee shall be enrolled in the applicable University of Toronto benefit programs in accordance with this agreement.

(b) New regular part-time employees will be considered as probationary employees until after they have been employed for four (4) calendar months. A regular part-time employee will be entitled to benefits on a pro-rated basis after the completion of thirty (30) working days or three (3) calendar months, whichever should occur first.

(c) The Employer may discharge an employee at any time during the probationary period, without cause and at the sole discretion of the Employer. In the event an employee is discharged the employee shall be entitled to submit a grievance under Article 7:09 of the Agreement.

ARTICLE 9: ARBITRATION

9:01 If the grievance is not settled after having been duly and properly processed in accordance with the Grievance Procedure, then either party may notify the other within a further period of ten (10) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitrator and the name and address of the party's nominee as sole arbitrator.

9:02 The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of its selection of an arbitrator within fifteen (15) working days after receiving the notice. If the parties are unable to

agree upon the selection of an arbitrator within a period of fifteen (15) working days, either party shall then have the right to request the Ministry of Labour for Ontario to appoint an arbitrator.

9:03 Each party shall jointly and equally bear the fees and expenses of the arbitrator. No grievance may be submitted to an arbitrator or dealt with by an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.

9:04 In the event an arbitrator properly deals with a matter relating to discharge or other disciplinary action, the arbitrator has the authority to reinstate an employee with or without compensation for wages lost or to make any other award it may deem just in the event there has been a violation of this Agreement by the Employer.

9:05 An arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement nor to add to or amend any of the terms of this Agreement. The jurisdiction of the arbitrator shall be strictly confined to dealing with the issue in dispute between the parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the arbitrator shall be final and binding upon the parties.

9:06 An arbitrator shall have the right to extend the time limits in accordance with Section 48(16) of the Ontario *Labour Relations Act, 1995*.

ARTICLE 10: DISCIPLINE OF PERMANENT EMPLOYEES

10:01 An employee who has been suspended or discharged shall be advised in writing of the reason therefor. Whether called or not, the Union Office will be advised in writing or electronic mail within two (2) working days (48 hours) of the fact of suspension or discharge and the reason therefor.

10:02 Where an employee is summoned to the supervisor's office for an interview concerning discipline, or a meeting conducted as part of an investigation that is likely to lead to the employee's suspension or discharge, prior to discussing the matter with the employee, the supervisor will inform the employee of their right to have their Union Steward present. The employee may, if they so desire, request the presence of their Union Steward to represent them during the interview. If the employee requests representation by their Union Steward, the supervisor will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned. The Union will make available a representative within twenty-four (24) hours to attend such a meeting before discipline is imposed. Whether called or not, the Union Office will be advised in writing or electronic mail within two (2) working days (48 hours) of the facts of the disciplinary action and the reason therefor.

The Employer will endeavour to render discipline within fifteen (15) working days of the alleged misconduct or within fifteen (15) days when the Employer is made aware of such alleged offense. Any such discipline will be copied to the Union.

10:03 Any record of a disciplinary action taken by the Employer shall be removed from the employee's record twenty-four (24) months after the date of such disciplinary action being recorded provided there has been no recurrence of a similar infraction.

ARTICLE 11: SENIORITY

11:01

(a) The definition of a full-time employee is an employee who has worked an average of twenty-four (24) hours or more per week for twelve (12) consecutive weeks. In order for an employee's full-time status to change to part-time, that employee must work less than an average of twenty-four (24) hours per week for twelve (12) consecutive weeks, providing an average of twenty-four (24) hours/week or more were available.

(b) The definition of a part-time employee is an employee who works less than twenty-four (24) hours per week subject to 11.01(a).

(c) A sessional employee shall be deemed to be in the continuous employ of the Employer for the purpose of seniority if the employee is employed a minimum of eight (8) consecutive months in a twelve (12) month period.

A sessional employee shall not be entitled to exercise their seniority in accordance with Article 11.05(c) in order to bump a regular employee during the period in which the sessional employee is laid off following the session.

11:02 The Employer recognizes departmental seniority rights within each classification for employees provided for in this Agreement.

(a) New employees, including regular part-time employees, as defined in Article 11:01 (b) of this Agreement, will be considered probationary employees for the first ninety (90) working days worked of their employment at the University of Toronto and during the probationary period will be entitled to no seniority and may be dismissed, subject to 8.01 or laid off at the discretion of the Employer. Upon completion of the probationary period, the employee's name will be entered on the appropriate departmental seniority list with seniority dated from the date last hired.

(b) The Departments for seniority purposes are:

Housekeeping
Food & Beverage Services

Parking Garage
Maintenance
Kitchen
Stewarding
Banquets

11:03 The Employer shall maintain up-to-date departmental seniority lists for full-time and for regular part-time employees showing each employee's seniority date and classification, copies of such lists shall be supplied to the Union electronically at intervals of three (3) months.

11:04 An employee transferring to another department shall be entered on the seniority list of such department effective with the date of transfer if the duration of such transfer exceeds the trial period of fifty (50) working days. Employees transferring for shorter periods shall continue to accumulate departmental seniority in their original department.

11:05 (a) Provided there are employees both willing and capable of performing the available work in the classification and department concerned and subject to the provisions of 11.05(b), the following sequence shall be followed in the layoff of employees:

i) Probationary employees

ii) Part-time employees

iii) Full-time employees

(b) Layoff and recall from layoff shall be based upon the following factors:

i) Departmental seniority within classifications

ii) Skill, competence, efficiency and reliability

Where in the judgment of the Employer, which shall not be exercised in an arbitrary or unfairly discriminatory manner the qualifications in 11.05(b) ii) are relatively equal, seniority shall govern.

(c) In the case of layoff in any one department or food and beverage outlet, for a period that exceeds two normal work weeks, the employee with the most seniority will have the right only to bump the employee with the lesser departmental seniority in a lower or equal classification within that department or food and beverage outlet for the schedule available, and providing they are willing to do the job and they have the skill, ability, and efficiency to do the job of that employee they are bumping. Where an employee is bumped from a higher rated classification to a lower one, the lower rate shall apply.

(d) Employees on layoff are entitled to apply for any job vacancies arising out of a job posting.

11:06 (a) Vacancies for permanent positions within the Bargaining Unit shall be posted for a minimum period of *seven (7) days* within each department of the Residence and at the designated job posting area. A copy shall be sent to the Local Union President. Employees wishing to apply for a posted position shall apply in writing within the posting period to Human Resources setting forth clearly the employee's qualifications and reasons for applying. The Employer shall assess the qualifications of employees applying to fill the vacancy and if, in the opinion of the Employer, no internal applicant is suitably qualified, applications from persons outside the Bargaining Unit shall be solicited.

(b) Where more than one suitably qualified employee applies for promotion to fill a vacancy as aforesaid, preference shall be given on the basis of seniority.

(c) An employee who is promoted or transferred to another job classification within the Bargaining Unit shall be on a trial period for up to fifty (50) working days worked. During this trial period, the employee must demonstrate that they can satisfy the work performance criteria of the job in the trial period to the satisfaction of the Employer. An employee who fails to satisfy the work performance criteria of the job to the satisfaction of the Employer or decides during the trial period that they do not wish to continue in the job, shall be returned to their former classification and wage rates. In such cases, the Employer shall have the right to require all employees who changed job position as a consequence of the promotion or transfer to return to the job classification and wage rates they occupied prior to the promotion or transfer.

(d) In the event of a vacancy on a shift within a department and classification, employees in that classification and department shall have the right to fill such vacancy on the basis of seniority.

(e) When a position has been filled, all applicants will be advised of the disposition of the job posting. The name of the successful applicant shall be posted on all Union bulletin boards. An unsuccessful applicant may ask for and will be given advice on how to prepare for future job postings and/or improve their qualifications.

11:07 An employee shall lose all seniority and their employment deemed to have been terminated if they:

(a) voluntarily leave the employ of the Employer

(b) are discharged and are not reinstated through the grievance or arbitration procedure

(c) are laid off for a period equal to the lesser of their period of seniority or twelve (12) months

(d) fail to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to both the employee and the Employer have

been made for an extension of such leave or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted

(e) fail to return to work within *five (5) calendar days* after being recalled from extended layoff by notice sent by telephone, e-mail or registered mail, or fails to advise of their intention to return within *three (3) days* following such notice

(f) are absent without leave for *three (3) working days or longer* without a satisfactory explanation

11:08 It shall be the sole responsibility of each employee to promptly advise the Human Resources Department of any change of mailing address.

11:09 An elected Union Steward with one (1) year or more of seniority shall be the last employee laid off in their classification and department and shall be the first employee recalled within their classification and department unless a written request waiving this provision is presented by the Union prior to the lay off notice being issued.

ARTICLE 12: LEAVE OF ABSENCE

12:01 The Employer may, in its discretion, grant a leave of absence, without pay and without loss of seniority, to an employee for personal reasons. All requests for such leave of absence shall be in writing as far in advance as practicable. The Employer agrees to reply to such requests in writing within *seven (7) working days* whenever possible.

Pregnancy Leave

12:02

(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 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 seventeen (17) weeks.

(b) For employees with thirteen (13) weeks of service or more the University will pay ninety-five (95) percent of weekly salary during the one (1) week waiting period for Employment Insurance pregnancy benefits, and, for the next fifteen (15) weeks, will pay the difference between the weekly Employment Insurance benefit and ninety-five (95) percent of weekly salary, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits.

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

(c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to the University. If pregnancy-related complications force the employee to stop work before the employee has arranged their pregnancy leave, 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 cases the employee will be entitled to utilize sick leave in accordance with Article 21 until the actual birth of the baby, the expected date of delivery or the date the employee intended to start pregnancy leave as stated in their 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 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 their return to work to an earlier date, the employee must give the University four (4) weeks' written notice of the date on which they intend to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.

(e) In the case of an employee 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 defined term.

(f) Seniority, vacation, benefits, and pensionable service continue during an employee's pregnancy leave, provided the employee fulfills any requirements for said continuation.

Parental Leave

12:03

(a) An employee who is a parent of a child and who has been employed with the University for at least thirteen (13) weeks is entitled to an unpaid 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 employees who take pregnancy leave;

(ii) up to thirty-seven (37) weeks of parental leave for all other new parents; 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 the employee's pregnancy leave ends or when the baby first comes into custody, care, and control of the birth 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 Leave.

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

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

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

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

(iv) The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit

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

(d) An employee who is entitled to a parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If the employee does not specify when the leave will end, it will be assumed that the employee wishes to take the maximum leave in accordance with Article 12:03 (a) (i) or (ii), as applicable.

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

(f) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of their intent to take the parental leave.

(g) If an employee on parental leave wishes to change the date of their return to work to an earlier date, the employee must give the University four (4) weeks' written notice of the date on which they intend to return.

(h) If an employee wishes to change the date of return to work to a later date (of not later than the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.

(i) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

Primary Caregiver Leave

12:04

(a) Primary Caregiver Leave is available to a parent, other than a birth parent, who has the primary responsibility for the care of a child during the thirty-seven (37) weeks immediately following:

i) the birth of a child, or

ii) the coming of a child into the custody, care, and control of a parent for the first time; or

iii) such shorter or longer period is required under the *Employment Standards Act, 2000*, as amended from time to time.

Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and is available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.

(b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g., for a birthparent's partner, because the birth parent is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).

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

(d) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of weekly salary during the one (1) week waiting period for Employment Insurance parental benefits, and, for the next eleven (11) weeks, will pay the difference between weekly Employment Insurance parental benefits and ninety-five (95) percent of weekly salary, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance parental benefits and the amount of those benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.

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

(f) Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation.

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

12:05 Employees with one (1) or more years of seniority with the Employer who are absent on sick leave shall retain seniority for a period of one (1) year and during such period (subject to availability of work within their classification and department and their ability to satisfactorily perform the available work in such classification) shall, upon confirmation by the attending physician, be returned to active employment upon termination of such illness.

12:06 In cases of emergency (for example, severe illness or death of family member out of the country), the Employer agrees to grant leaves of absence wherever possible.

Paid Personal Leave of Absence

12:07 Effective May 1st of each year, subject to operational requirements, employees shall be allowed up to five (5) days' or up to ten (10) half-days' paid leave of absence. In the case of part-time employees, this leave shall be pro-rated in accordance with their part-time appointment.

Paid personal leave of absence is intended for the conduct of legitimate personal business which cannot be scheduled outside of normal hours of work, which shall include but not be limited to:

(a) the observance of religious holidays of their faith which fall on a day in which they would normally be required to work;

(b) family emergencies;

(c) attending to legal matters;

(d) attending graduation ceremonies for spouse or children;

(e) personal health appointments;

(f) moving;

(g) care of family members;

(h) parent-teacher interviews

(i) school trips or concerts;

(j) stepping-in when the regular caregiver is away;

(k) professional appointments;

(l) supplementing a bereavement leave;

(m) writing examinations;

(n) volunteer activities; and

(o) attending to emergency situations.

Such leave of absence shall not accrue from one year to another if not used in that year.

Each application for leave of absence shall indicate the reason for the application. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance (excluding weekends and holidays) with the exception of family emergencies and emergency situations. The supervisor will provide the employee with an answer in writing within two (2) working days after receiving the written request. Employees shall not be allowed to use leave of absence for purposes of extending vacations or the day prior to or following a paid holiday.

In cases of emergency the employee shall give the supervisor as much notice as possible. Such emergency leaves shall not be unreasonably withheld.

12:08 In arranging these leaves, both the best interests of the University as well as the interests of the employee shall be considered. It is anticipated that the employee will schedule leaves, where possible, so as to minimize disruption to the operations of the employing department.

Conventions and Seminars

12:09 Subject to the approval of the Designated Authority and upon written request at least fifteen (15) working days in advance, leave of absence without pay or loss of seniority shall be granted to not more than two (2) employees at any one time, who may be elected or selected by Local 3261 to attend any authorized Labour Convention or Educational Seminar. Such leave of absence is to be confined to the actual duration of the Labour Convention or Educational Seminar and the necessary travelling time. Such leave shall not exceed fifteen (15) working days per year for each employee to whom such leave is granted.

Full-Time Officer of the Union

12:10

(a) Where an employee is elected or selected to a full-time office within the Union, the employee may request a leave of absence at least ten (10) working days in advance in writing from the Designated Authority, the employee shall be granted leave of absence. Such leave shall be renewed each year, on request, during the employee's term of office. On the expiration of their term of office and upon written request to the Designated Authority, which must be submitted at least ten (10) working days prior to said termination, the member shall be returned to their former position. The above-described leave of absence shall be limited to one (1) employee at any one time during the term of this Agreement.

(b) Subject to the approval of the appropriate Designated Authority, the Vice-President of the Union or designate shall be allowed a leave of absence without pay for the purpose of replacing the Local President during the periods

of vacation, short-term emergency or extended illness. The President of the Local shall make a written request for such leave to the Senior Executive Director, Labour Relations. Such leave of absence shall not be unreasonably withheld.

(c) Where an employee of the University of Toronto is elected or selected to a full-time office within the Union and is granted a leave of absence in accordance with Article 12:09 the Employer shall continue to pay the full-time officer during the leave of absence at their regular wage rate in the classification in which they were employed immediately prior to commencing the leave of absence. The employee benefits shall be those in which the employee was enrolled immediately prior to commencing said leave of absence.

The University agrees that upon request of the Union, the Full-Time Officer of the Union shall be placed at a higher rate consistent with a classification covered by the Collective Agreement. It is understood that the Union will be obligated to pay the entire amount of the wage differential resulting from such higher classification. The Union shall reimburse the Employee for the increase in benefit premium beyond the classification in which the Full-Time Officer was employed immediately prior to the leave of absence being granted.

Political Leave

12:11 Employees running for election to public office shall be entitled to an unpaid leave of absence upon the following basis:

(a) For election to the Parliament of Canada – one (1) month.

(b) For election to the Legislature of Ontario – one (1) month.

(c) For election to a municipal council or Board of Education – ten (10) working days.

(d) For election to Mayor or Chairperson of City/Town/Regional Council – fifteen (15) working days.

Such leave need not be taken on consecutive days.

Employer Discontinues Contributions to Welfare Benefit

12:12 Where an employee has been granted leave of absence without pay in accordance with and pursuant to Article 12:01 Leave for Valid Personal Reasons, the Employer shall discontinue its share of contributions for the aforesaid employee to the Benefits Plans listed below:

University of Toronto Group Life and Survivor Income Plan;

University of Toronto Dental Care Plan;

University of Toronto Extended Health Care Plan;

University of Toronto Semi-Private Hospital Accommodation Plan;

University of Toronto Vision Care Plan; and

University of Toronto Joint Membership Plan.

The Employer will notify the employee in writing whenever Employer contributions to such plans are discontinued.

Employee May Continue Contributions

12:13

(a) The employee may make provisions for continuance of coverage of whatever welfare benefits programs in which the employee was enrolled prior to said leave of absence being granted, by making direct payment to the supervisor of the fortnightly payroll. All premiums must be paid in advance and in accordance with the rules established by the Human Resources Department.

(b) Where an employee is elected or selected to a full-time office within the Union and is granted a leave of absence in accordance with Article 12:10 the Union may make arrangements for the continuation of welfare benefits programs on the employee's behalf by making direct payment to the supervisor of the fortnightly payroll.

Seniority During Leave of Absence

12:14 Employees who have been granted leave of absence shall retain seniority acquired until said leave of absence commences. The employee shall not continue to acquire seniority while on leave of absence where an employee has been granted sixty (60) working days or more leave of absence for valid personal reasons in accordance with and pursuant to Article 12:01 of the Agreement.

This provision is not applicable to employees granted leave of absence under Article 12:10 in that seniority shall continue for the full period of the aforementioned leave.

Non-Birth Parent Leave

12:15 Upon the birth or adoption of a child, a non-birth parent shall be granted up to five (5) days' paid leave of absence.

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

ARTICLE 13: REPORTING FOR WORK

13:01 The Employer agrees that an employee reporting for work at the commencement of their regular shift, unless previously notified in advance not to do so, shall be entitled to either of the following provisions unless failure to supply work is due to conditions beyond the control of the Employer, which shall include but not be restricted to fire, flood, electrical or mechanical breakdown:

(a) if the employee is authorized to commence work and does so, assignment of their normal daily hours of work at their basic hourly wage rate or payment in lieu thereof if sent home prior to completion of their normal daily hours of work. An employee so affected will perform such temporary related or departmental work as is available in order to qualify for payment hereunder; or

(b) if the employee is not authorized to commence work, four (4) hours' pay at their basic hourly wage rate.

13:02 The parties agree that the Employer may, on giving prior notice, schedule less than the normal daily hours of work for an employee on a subsequent workday, provided no employee with greater departmental seniority shall have their normal daily hours on such day reduced as a consequence.

ARTICLE 14: BONDING

14:01 It is expressly understood that as a condition of employment, each employee must be and remain acceptable for bonding purposes and it is agreed that failure by the employee to be and remain acceptable to the Employer's bonding purposes immediately terminates their employment, regardless of seniority or other conditions.

ARTICLE 15: INDIVIDUAL AGREEMENTS

15:01 No employee or group of employees covered by this Agreement will enter into any contract or agreement with the Employer concerning wages or working conditions that will in any way conflict with the terms of this Agreement.

ARTICLE 16: UNION SECURITY

16:01 It is agreed that the employees who are now or hereinafter become members of the Union shall maintain their membership in the Union during the term of this Agreement.

At the Union's request and with reasonable notice, the Employer will allow the Union to review the Bargaining Unit members relevant payroll records, Bargaining Unit member schedules and sign in/sign out sheets and any other relevant

information reasonably required to satisfy the Union that dues and initiation fees are being deducted correctly.

The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of, or by reasons of, deductions made or payments made in accordance with this Article.

Union Initiation Fee

16:02 It is agreed as a condition of employment that each employee shall deliver to the Employer a properly authenticated membership application card signed by the employee. The Employer will then deduct from the first pay of such employee earned by them an amount equivalent to the Union initiation fee. The amount of such initiation fee shall be certified to the Employer by the Secretary-Treasurer of the Union.

Union Dues

16:03 The Employer will deduct from each pay an amount equivalent to the Union dues as are uniformly levied upon all members of the Union in accordance with its Constitution and By-Laws. The amount of such dues shall be certified to the Employer by the Secretary-Treasurer of the Union.

16:04 The amounts deducted in accordance with paragraphs 16:02 and 16:03 shall be remitted to the Union by the 15th day of the following month from which the dues were deducted.

For the purpose of this Article, gross pay shall be defined to include regular base rate earnings plus amounts received from the Employer in respect to statutory holidays, overtime hours, compassionate leave, jury duty and sick leave as set out in the Collective Agreement. Banquet gratuities shall not be included in determining gross pay of employees receiving such gratuities.

16:05 The Employer will, at the time of making such remittance hereunder to the Union, furnish it with a statement showing the names, amount of dues paid, regular wages earned, overtime wages earned, classification, address, email (if and when available to produce), phone number, and shift hours earned of the employees from whose pay such deductions have been made.

16:06 It is agreed that the Employer will provide the Secretary-Treasurer of the Union, Local 3261 on a monthly basis (with a compatible electronic copy) the following information: employee name, personnel number, date of hire, seniority, home address, home telephone number, work email address (where available), employment status (full-time or part-time), newly hired employees (i.e., newly entering the Bargaining Unit), terminated employees (i.e., no longer part of the Bargaining Unit), employees on leaves of absence, pregnancy/parental/primary

caregiver leaves, long-term disability, or WSIB leaves of absence, the department, the classification, and the campus location the aforementioned employees are employed in.

The Union agrees to defend and hold the Employer completely harmless against all claims and demands, should any person at any time contend or claim that the Employer had acted wrongfully or illegally in making the aforementioned deductions.

16:07 The University agrees to record total Union dues deductions paid by each employee on their T4 slip.

16:08 The University will provide the Union on a semi-annual basis (with a compatible electronic copy) a list of all employees who retired during the previous six (6) months. The list will include the retired employee's name, home address and telephone number on record as at their last date of employment with the University.

ARTICLE 17: HOLIDAYS

17:01 Employees who qualify for public holiday pay under the *Employment Standards Act, 2000* as amended from time to time (the "ESA"), and who are not required to work on the holiday concerned shall receive pay for the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day before Christmas Day
Civic Holiday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Day before New Year's Day
Labour Day	Family Day

17:02 Holiday pay shall be calculated in accordance with the ESA.

17:03 Employees who qualify for public holiday pay under the ESA, and who are required to work on any one of:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

shall receive pay for all hours worked on such day at the rate of time and one half (1 ½) their basic hourly rate of pay and, public holiday pay in addition thereto.

17:04 Employees who qualify for public holiday pay under the ESA, and who are required to work on any one of:

Civic Holiday
Day before Christmas Day
Day before New Year's Day

shall receive pay for all hours worked on such day at their basic hourly rate of pay and public holiday pay in addition thereto.

17:05 If a holiday falls within an employee's vacation period, the Employer shall grant either an extra day's holiday at a time convenient to the Employer or pay for the holiday as provided herein.

17:06 The parties acknowledge that any hours worked on New Year's Day, including those after midnight New Year's Eve, will be paid at the holiday rate, in accordance with the above provisions.

17:07 Presidential Day(s) as designated by the University will be a day off with pay equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday. The eligibility provisions for public holiday pay under the ESA apply to Presidential Days. Any authorized work performed by an employee on a Presidential Day shall be paid at the employee's regular straight-time rate, and the employee will receive another day off with regular straight-time pay on a day mutually agreeable to the employee and the employee's supervisor.

The University shall designate the day of observance of the paid holidays set out in Article 17:01 above. Notice will be sent to the Union by the University within a reasonable time period prior to the date of observance of the paid holiday(s). Where a paid holiday falls on a Saturday or a Sunday, the University shall designate a weekday as the day of observance for that holiday. The days of observance for the Christmas/New Year's holidays set out in Article 17:01 will be as set out in Schedule A attached hereto and forming part of this Collective Agreement, for the period specified in the Schedule.

ARTICLE 18: WAGES

18:01

(a) The basic hourly rates contained in this Article are minimums. The Employer reserves the right to grant individual merit increases which shall not obligate the Employer to grant a general increase.

(b) Employees receiving merit rates shall retain such status during the term of this Agreement and receive the negotiated increases for their classification provided satisfactory quality and quantity of work are maintained.

18:02 New employees will receive eighty percent (80%) of the job rates as a starting rate for the first six (6) months of employment.

18:03 The Employer agrees to pay the schedule of wage rates attached hereto as Schedule B.

Training Premium

18:04 The Employer agrees to pay a training premium of fifty cents ($.50) per hour to an employee who is assigned to train another employee for the hours the training is being carried out.

18:05 Probationary employees will only qualify for those benefits legislated by the Province of Ontario.

Electronic Transfer of Wages

18:06 All employees will receive their pay every two (2) weeks by electronic transfer of funds into their bank account, trust company account, or account with the Metro Credit Union. All new employees will be required to complete a Payroll Bank Deposit Authorization Card and provide a sample voided cheque on commencement of employment. In the event that the employees change banks, trust companies, or the Metro Credit Union and/or bank accounts, trust company accounts, or accounts with the Metro Credit Union, it is the employee's responsibility to notify the Employer by completing another Payroll Bank Deposit Authorization Card.

ARTICLE 19: VACATIONS

19:01 Employees in the active employ of the Employer shall be entitled to an annual vacation with pay in accordance with the following schedule:

(a) Employees who have completed one (1) year or more of continuous service but less than five (5) years of continuous service with the Employer shall be entitled to two (2) weeks of vacation with two (2) weeks' gross pay.

(b) Employees who have completed five (5) years or more of continuous service but less than ten (10) years of continuous service with the Employer shall be entitled to three (3) weeks of vacation with three (3) weeks' gross pay.

(c) Employees who have completed ten (10) years or more of continuous service but less than twenty (20) years of continuous service with the Employer shall be entitled to four (4) weeks of vacation with four (4) weeks' gross pay.

(d) Employees who have completed twenty (20) years or more of continuous service with the Employer, shall receive five (5) weeks of vacation with ten percent (10%) of gross wages.

(e) Employees who are absent from work for more than twenty-five (25) days in an annual qualifying period shall receive as vacation pay:

i) four percent (4%) of total pay if qualified for two (2) weeks of vacation;

ii) six percent (6%) of total pay if qualified for three (3) weeks of vacation;

iii) eight percent (8%) of total pay if qualified for four (4) weeks of vacation;

iv) ten percent (10%) of total pay if qualified for five (5) weeks of vacation.

19:02 For the purpose of Article 19.01 part (e) above, "total pay" shall include wages received for work performed at either the straight time or time and one-half rate, holiday pay and vacation pay since the most recent anniversary of employment with the Employer.

19:03 The Employer shall post a vacation request schedule in each department on or before 15 February each year. Employees wishing to schedule their annual vacation during a specific period shall be required to indicate their request on the posted schedule on or before March 1st. Consistent with efficient operation of the Residence, the scheduling of vacations within a department shall be based on seniority. The Employer shall, whenever possible, and consistent with departmental operation requirements, grant consecutive weeks of vacation to employees. The Employer shall post an approved vacation schedule for each department on or before March 31st each year.

19:04 An employee shall receive upon request, their vacation pay at the commencement of their vacation if such request is made one month prior to their scheduled vacation start date.

ARTICLE 20: BENEFITS

20:01 The Employer will provide benefit plans in respect of the following:

(a) Extended Health Care
(b) Dental Care
(c) Vision Care
(d) University of Toronto Joint Membership Plan
(e) Group Life and Survivor Income Plan
(f) Pension Plan
(g) Long Term Disability Plan

20:02 For employees who are appointed at less than one hundred per cent (100%) of full-time employment (i.e., less than 40 hours per week), any University contribution for benefit plans referenced in Article 20:01 (a) through (c) shall be prorated to reflect the percentage of a full-time appointment for which they are appointed.

20:03 The salary eligible for coverage under the Group Life and Survivor Income Plan is the employee's regular hourly rate of pay multiplied by their appointed percentage of full-time employment multiplied by fifty-two (52) weeks.

20:04 The Employer agrees to provide an insured Short Term Disability Plan (Weekly Indemnity) for eligible full-time employees (as defined in Article 11:01 (a)) who have completed three (3) months' continuous service with the Employer. The STD Plan shall be of the type commonly referred to as one-eight plan with a benefit to a maximum of sixty-six and two thirds percent (66 2/3 %) of an employee's insurable earnings under the *Employment Insurance Act* and Regulations and a maximum benefit duration of fifteen (15) weeks. The STD Plan shall be provided at the sole expense of the Employer.

ARTICLE 21: SICK LEAVE

General

21:01 The University of Toronto has established a generous sick leave policy, which will cover the employee under this Collective Agreement, as established hereafter.

21:02 Sick leave is defined as absence because of an employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable. The purpose of the Sick Leave Plan is to provide against loss of earnings for University employees who are prevented by illness or injury from performing their duties.

Basis of Leave

21:03

a) All full-time employees upon completion of sixty (60) working days shall be eligible to be granted sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury not compensable under the provision of the *Workplace Safety and Insurance Act*.

b) A regular part-time employee who holds an appointment of twenty-five (25) percent or more of a full-time appointment, upon the completion of the probationary period, shall be eligible to be granted sick leave at the employee's regular rate of pay for periods up to fifteen (15) weeks during unavoidable absence due to illness or injury not compensable under the provisions of the *Workplace Safety and Insurance Act*. Regular rate of pay equals the hourly rate multiplied by the number of hours an employee is regularly scheduled to work each day.

Basis of Sick Leave

21:04 In each calendar year, commencing July 1st, sick leave with pay will be granted in accordance with the following provisions: After the fourth (4th) period of absence due to illness or injury, no pay will be granted for the first one (1) day of sick leave absence. After the fifth (5th) period of absence due to illness or injury, no pay will be granted for the first two (2) days of sick leave absence. After the sixth (6th) or any subsequent period of absence due to illness or injury, no pay will be granted for the first three (3) days of sick leave absence.

The parties agree that where an employee has sick leave credits that were accrued, under the sick leave credit scheme that existed before the current sick leave policy was introduced, such credits shall be applied up to a maximum of three (3) days for each illness until such credits have been exhausted.

21:05 Article 21:04 shall not apply in the first occurrence in the event an employee is absent due to illness or injury requiring the attention of a physician or in the instance of an employee who is hospitalized, nor shall such absences be counted in determining the number of periods of absences referred to in Article 21:04.

Required to Call In

21:06 When an employee is unable to report to work due to illness or injury, the supervisor must be notified promptly and informed by the employee him or herself (except where exceptional circumstances prevent the employee from making personal contact in a timely manner) as early as possible but not later than one (1) hour prior to the scheduled shift of the probable date when that employee is able to return to work and at a contact number which the employee may be reached.

Doctor's Certificate

21:07 An employee may, with prior warning, be required to provide a doctor's certificate certifying that the employee is unable to carry out the employee's normal duties due to illness or injury. For clarity, prior warning shall mean any time prior to the employee's return to work, including but not limited to prior to the commencement of the sick leave. The Employer will only accept original medical certificates, verified by a legally qualified and licensed medical practitioner that indicates first day of illness or injury, if known, first treatment date, and the prognosis for return to work, if known. The employee may with notice to the immediate supervisor, provide a faxed or scanned copy of the medical certificate in advance of the employee's return to work. The original copy of the said certificate must be provided immediately upon the employee's return to work.

Where the Employer requires the employee to provide a doctor's certificate, the Employer will reimburse the employee for the cost of the certificate, provided it

meets the above criteria and is accepted by the Employer, upon proof of payment satisfactory to the Employer.

Records

21:08 A record of all used sick leave shall be kept by the Employer. In the event that the Employer wishes to meet with an employee to discuss their sick leave record, the employee will be permitted to have a Union Steward present upon the request of the employee.

Misuse of Sick Leave

21:09 Where it has been established that an employee has misused the sick leave provisions, such misuse will be cause for termination of services by the Employer.

Medical Examination

21:10 Where the Employer has reason to believe that the employee may not be able to satisfy or satisfactorily perform their duties, as a result of illness or injury or for other reasons, the employee may be required to be certified by a legally qualified Medical Practitioner employed by the Employer.

Dispute Over Medical Examination

21:11 Should a dispute arise between an employee and the Employer's Medical Practitioner as to the employee's fitness, the employee shall be referred to an independent medical consultant mutually agreed upon by the Union and the Employer. The consultant's opinion shall be considered the final decision as to the employee's fitness to continue to work at their regular occupation.

Sick Pay Leave – While Drawing Workplace Safety and Insurance Benefits

21:12 An employee who is otherwise entitled to sick leave pay pursuant to Article 21, who is prevented from performing the employee's regular work with the Employer as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance Act* shall receive from the Employer the difference between the amount paid by the Workplace Safety and Insurance Board and the employee's regular salary from the first day of the said accident. Payment from the Employer shall not exceed a term of fifteen (15) consecutive weeks for each accident compensable by the Workplace Safety and Insurance Board.

Hospitalized or Confined During Vacation

21:13 An eligible employee who is hospitalized or confined by order of a licensed physician during the employee's vacation period will be allowed to draw sick leave with pay for the period of time for which the employee is hospitalized or confined in accordance with Article 21:02 providing that the employee furnishes proof of such hospitalization or confinement to the supervisor. The employee will be allowed to reschedule that portion of vacation during which the employee was hospitalized or confined at a later date mutually agreeable to the employee and the employee's supervisor.

Exceptions

21:14 Sick leave credits shall not be paid to an employee on authorized leave of absence or upon termination, discharge or retirement. During a period of vacation, payment will not be made for sick leave except as provided for in Article 21:13.

Expiry of Sick Leave Benefits

21:15 The Employer will notify the Union of bargaining unit employees whose sick leave has expired and who are not in receipt of long-term disability (LTD) or Workplace Safety and Insurance Board (WSIB) benefits and whether they have a return to work plan.

ARTICLE 22: PART-TIME EMPLOYEES

22:01 The Employer agrees to provide working conditions and other entitlements for part-time employees.

22:02 The Articles of the Collective Agreement listed below shall govern regular part-time employees:

Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 18, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36, 37, 38, Schedule "A", Schedule "B", LOUs as applicable.

22:03 Part-time employees who are called in to work on any given day shall receive not less than four (4) hours' pay.

22:04 Part-time employees who qualify for public holiday pay under the *Employment Standards Act, 2000* as amended from time to time (the "ESA"), and who are not required to work on the holiday concerned shall receive pay for the public holidays listed in the ESA calculated in accordance with the ESA.

22:05 Part-time employees who qualify for public holiday pay under the ESA, and who are required to work on any public holidays listed in the ESA shall receive pay for all hours worked on such day at the rate of time and one half (1.5) their basic hourly rate of pay and public holiday pay calculated in accordance with the ESA in addition thereto.

22:06 Part-time employees will receive the same percentages for vacation pay as full-time employees based on length of Employer service.

22:07 *Overtime* Authorized work performed by a part-time employee in excess of forty (40) hours in the week or eight (8) hours in a day shall be paid at the rate of time and one-half the employee's regular straight time hourly rate.

ARTICLE 23: BANQUET EMPLOYEES

Banquet Servers

23:01

1. Full-Time: A maximum of eight (8) full-time Banquet Servers shall have scheduling priority over part-time and casual Banquet Servers.
2. Part-Time: Part-time Banquet Servers shall be booked or assigned on a seniority basis and shall have scheduling priority over casual Banquet Servers.
3. Casual: Casual Servers shall be offered work on an as needed basis by call in by seniority and with the understanding that employees who do not indicate their availability at the time of being called will be passed over.
4. The following procedure will be invoked to offer the opportunity for additional hours to non-banquet personnel:
    1. Post a requirement for interested employees to work in banquets;
    2. Internal application will be completed
    3. Following the interview process, selected individuals will be provided a training program
    4. If as a result of the training program they are successful, the employees will be placed on a list based on House Seniority
    5. Terms and conditions of employment will be in accordance with article 23.05
    6. Seniority will not accrue in this department, but hours will be computed for purposes of Health & Welfare and the UPP.

23:02 Any increase in the number of full-time Banquet Servers must be negotiated with the Union.

23:03 Full-time employees in the Banquet Department classifications shall enjoy all terms and conditions of the Collective Agreement covering other Departments of the Residence (save as modified in the Agreement).

Wages

23:04 See Schedule B

Hours of Work and Overtime

23:05 When scheduled, Banquet employees shall be provided with a minimum of four (4) hours' work. Subject to the foregoing, hours of work and overtime shall be in conformity with the *Employment Standards Act, 2000*.

General

23:06 Banquet Servers shall serve food and beverage at banquet functions with a view to provide superior customer service. Servers shall be responsible for all aspects of service, set-up and breakdown associated with banquets.

23:07 Full-time and Part-time Banquet Servers shall have seniority recognized as it relates to station assignment. Management reserves the right to assign alternate station assignments based on the importance of the function.

23:08 Scheduling for full-time Banquet Servers shall be done by posting all breakfasts, lunches, receptions and dinners on a weekly basis. Employees will be scheduled on a rotation basis starting where the scheduling stopped or ended for a specific function. The following day scheduling will continue with the next name on the list.

23:09 Work performed by a Server in another Banquet Department classification shall be paid at the rate of such classification to the nearest quarter hour.

23:10 No employee shall have the right to refuse to work an assigned function. Accordingly, an employee who fails to work a scheduled function shall be considered as having performed such assignment for purposes of scheduling.

23:11 A part-time or casual Banquet Server who refuses two (2) scheduled work assignments in any fourteen (14) consecutive day period shall be considered to have terminated employment with the Employer.

23:12 On functions where a guarantee is provided by the convenor, normal scheduling shall be thirty (30) covers on dinner plate service, thirty-five (35) covers on luncheon service and forty (40) covers on buffet service. Servers who serve the function will clear to a maximum of seventy (70) covers. When scheduled, and to the extent possible, such duties will be performed by casual Banquet Servers.

23:13 Management of the Residence shall not perform the duties of Banquet Department bargaining unit employees, except in the case of an emergency, or for the purpose of training or experimentation. The preceding provision shall not apply to functions where specialized service is required.

Amount of Gratuities

23:14

(a) Eighty percent (80%) of Conference Facility Fees related to food revenue shall constitute and be distributed as a gratuity to Bargaining Unit employees who serve food.

(b) Ten percent (10%) of revenue related to the sale of liquor or beer at "host bars" shall constitute and be distributed as a gratuity to the Bargaining Unit employees serving at "host bars".

(c) Banquet Department employees serving a banquet "cash bar" shall share in equal portions a gratuity equal to fifty cents ($.50) per liquor, beer, wine or minerals ticket sold. Banquet Department employees serving coffee breaks shall receive the related gratuity.

Payment of Gratuities

23:15

(a) Part-Time and Casual: Part-time and casual employees will each be paid an average of gratuities available for each meal period worked.

(b) Full-Time: All remaining gratuities, as outlined above, shall be given to all full-time Banquet Servers. The gratuities shall be pooled, the number of functions shall be added together and divided into the pooled amount. Gratuities will be distributed on the basis of the number of functions each full-time employee worked during the pay period.

Verification

23:16 Checks or relevant documents showing the total amount of gratuity collected will be available for inspection by the Union. Gratuities distributed that are not subsequently collected from the guest are subject to recovery by the Employer from the gratuities of subsequent banquets worked by employees concerned. The Union shall be notified of such non-payment by the guest. The Employer shall recognize two (2) representatives of the Banquet Department and the Union Representative to verify gratuity distribution, in co-operation with the Management of the Banquet Department. These representatives, upon twenty-four (24) hours' notice will be given access to any and all relevant information. The Union will notify the Employer as to the names of these representatives.

Meals

23:17 Banquet Servers shall be allowed one (1) meal for each four (4) hours' worked. Pursuant to the requirements of Revenue Canada, employees receiving meals shall be assessed a taxable benefit.

Casual Banquet Employees

23:18 The employment of the casual Banquet Servers shall be governed by the *Employment Standards Act, 2000*.

Banquet Porters

23:19 For functions of fifty (50) guests or less, and when only sandwiches and continental breakfasts are being served, Banquet Porters shall be responsible for service to guests. Functions of more than fifty (50) guests will be served by Servers. Banquet Porters shall be responsible for the serving of all coffee breaks.

ARTICLE 24: HOURS OF WORK AND WORK SCHEDULES

24:01 The regular work week for all departments of the Residence shall be forty (40) hours per week. The forty (40) hour week shall consist of five (5) days per week and eight (8) hours per day.

24:02 An employee who punches, signs or otherwise causes information to be placed on another employee's time card or time sheet is subject to disciplinary action up to and including discharge.

24:03 Work schedules shall provide employees with two (2) consecutive days off each week with possible exceptions in some departments where arrangements are made and approved by the parties concerned.

24:04 Departmental weekly work schedules shall be posted where deemed necessary not less than four (4) days prior to the scheduled period. The Employer may, on giving four (4) days' notice to the employee(s) concerned and subject to the provisions of Article 23, revise such schedule(s) without the payment of premium time.

In the event of regular time lost due to a layoff within a classification and department, work may be offered to employees on their scheduled days off at their regular basic hourly rate of pay in order to make up such regular time lost.

24:05 Subject to the provisions of Article 24.04, authorized work performed in excess of the normal work week or normal work day as defined in section 24.01, and on the

sixth (6^{th}) or seventh (7^{th}) consecutive day worked, shall be paid at the rate of time and one-half the employee's regular straight time hourly rate.

It is agreed by the parties that if an employee requests a change in their scheduled days off or requests to work on their scheduled days off to make up for a shortage of hours, which results in work being performed on a sixth (6^{th}) or seventh (7^{th}) day, the Employer shall not be required to pay overtime rates to honour this request.

24:06 Employees shall be entitled to one (1) fifteen (15) minute rest period for each half shift of four (4) hours duration at a time determined by the Employer and consistent with efficient operations.

24:07 It is expressly understood that the provisions of this Article are intended only to provide a basis of calculating time worked and shall not be nor construed to be a guarantee as to the hours of work per week nor (except as provided in Article 23 hereof) as to working schedules.

ARTICLE 25: SHIFT PREMIUM

Shift Premium

25:01

a) All employees shall be paid a shift premium of one dollar ($1.00) per hour for all hours worked on the evening shift where the majority of hours worked fall between 4:00 p.m. and 11:59 p.m.

b) All employees shall be paid a shift premium of one dollar ($1.00) per hour for all hours worked on the night shift where the majority of hours worked fall between 12:00 a.m. (midnight) and 8:00 a.m.

25:02 The Employer will, at its discretion, provide any employee who is required to overstay their regular finishing time and ends work between the hours of 1:30am and 6am, transportation cost or parking fees.

ARTICLE 26: TEMPORARY TRANSFERS

26:01 An employee temporarily transferred or assigned to a higher rated classification for one (1) hour or more and fulfilling all of the duties and responsibilities of such position shall receive the rate of the higher classification while occupying such position. Should the temporary transfer be less than one (1) hour, such employee shall receive the rate of their regular classification. Assisting a higher rated employee shall not constitute a temporary transfer or assignment to a position in a higher classification.

26:02 An employee temporarily assigned to a position in a lower rated classification shall not have their rate reduced.

ARTICLE 27: BEREAVEMENT LEAVE

27:01 In the event of the death of a member of the immediate family or a member of their household or a person whose relationship is not defined below, the impact of which is comparable to that of the immediate family, an employee will be granted, upon request, a maximum of five (5) consecutive working days without loss of regular pay. An employee may use paid personal leave, if available, to supplement the leave.

"Immediate family" shall mean: spouse through marriage, common-law spouse, partner, parent, child (including stepchild), sibling (including stepbrother, stepsister), parent-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, guardian, or ward.

ARTICLE 28: GENERAL

28:01 The Employer agrees to provide meals to employees during the term of this Agreement, pursuant to the terms of this Agreement. Pursuant to the requirements of Revenue Canada, employees receiving meals shall be assessed a taxable benefit.

28:02 Uniforms or special style clothing, if required by the Employer, shall be supplied in the form of washable apparel. The Employer shall be responsible for repair and/or replacement of normal wear and tear as deemed necessary by the Employer. Employees shall be responsible for ensuring that the washable apparel provided by the Employer is worn at work in a clean, hygienic and presentable state.

28:03 An employee providing their own knives shall be reimbursed up to a maximum of fifty dollars ($50.00) per year for the replacement of said knives upon approval by management.

28:04 Where the Employer requires safety shoes or boots to be worn as a condition of employment, the Employer will reimburse these employees, upon the submission of the original receipt, up to a maximum of two hundred ($200) dollars annually. Safety shoes or boots must be Canadian Standard Association of UL approved and be in serviceable condition as determined by the employee's supervisor. Should damages be incurred due to the use of chemicals prior to the end of the year, the damaged shoes shall be brought to the attention of the Health and Safety Committee, where upon their recommendation, a request for new shoes may be required.

ARTICLE 29: JURY DUTY

29:01 An employee called for jury duty shall be reimbursed by the Employer for the difference between jury duty fees and the wage they would otherwise have received (not in excess of eight (8) hours per day or forty (40) hours per week) for the actual time they are necessarily required to be absent from work.

ARTICLE 30: FEDERAL AND PROVINCIAL LEGISLATION

30:01 The parties agree they cannot be obligated or bound by any term or provision of this Agreement which is contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event any federal or provincial legislation makes invalid any term or provisions of this Agreement, the remaining terms and provisions shall remain in effect for the balance of the term of this Agreement.

ARTICLE 31: BULLETIN BOARDS

31:01 The Employer shall make a bulletin board available for the posting of notices or reports for the information of Union members. Such notices or reports shall be limited to those concerning elections, meetings, recreational, social or educational activities and must be approved by the Director, Human Resources or designate prior to posting.

ARTICLE 32: SAFETY AND HEALTH

32:01 The Employer shall continue to make reasonable provisions for the safety and health of employees during the hours of their employment.

32:02 The Union and the Employer will co-operate in maintaining and promoting safe work practices.

32:03 The parties agree to continue the established Health and Safety Committee. Such Committee shall operate in accordance with the terms of the present *Occupational Health and Safety Act* of Ontario.

Health and Well Being

32:04 The parties, having mutual concern for the health and well being of employees, agree to discuss wellness and modified work program activities or initiatives which act as a supplement to the statutory programs available.

ARTICLE 33: TECHNOLOGICAL CHANGE

33:01 In the event the Employer plans to introduce technological change in the workplace that will result in the layoff of bargaining unit members, the Employer shall meet with the Union to discuss the proposed change(s) with the Union at least thirty (30) calendar days in advance of a management decision being taken to actually introduce any technological change. The Employer will discuss the proposed change(s) with the Union with the view of retraining, relocating and assisting any employee who may be displaced as a result of the said technological change.

Training Benefits

33:02 The Employer will retrain, relocate and assist any employee who may be displaced as a result of technological change. Such employees shall be given a reasonable period of time during which they may perfect or acquire the skills necessitated by the method of operations. There shall be no reduction in wages during the training period of such employees.

ARTICLE 34: JOB SECURITY

34:01 In the event that the Employer determines that it is necessary to permanently close a department, the following will occur:

(a) The Union and the employees will be provided with a minimum of ninety (90) days notice in writing of such a change.

(b) The Employer will, at the request of the Union, meet prior to the implementation of the change to determine ways of limiting the adverse effects on affected employees, if any, to review pertinent information and to consider reasonable alternatives, if any.

(c) Without limiting the outcome of (b), an employee who is displaced as a result of the change referred to above will first be offered available alternate employment within the Bargaining Unit if a position is available and the employee has the skill and ability to do the work required. Where skill and ability are equal between affected employees, then seniority shall be the governing factor. The employee shall retain their house seniority while being required to accumulate departmental seniority in their new position.

(d) Should no suitable position be available then the affected employee shall have the following options:

i) elect to exercise bumping rights in accordance with 11.05(c) so long as the affected employee may bump into another department

ii) apply for an available position for which they may be trained

iii) remain on the seniority list for a period of fifty two (52) weeks and be subject to recall for any suitable employment and said fifty two (52) weeks may be extended by the Employer. Employees who are not recalled shall receive severance in accordance with ESA

iv) elect to accept severance pay which shall be based upon:

0-5 years	= 1 week per year
6-14 years	= 1 week, 3 days per year
15-19 years	= 2 weeks per year
20+ years	= 3 weeks per year

The rate of pay for gratuity employed will be determined per their earnings on their T4 slip.

The severance obligations herein are inclusive of all *Employment Standards Act, 2000* (as amended) payments.

For the purpose of severance pay calculation, the Employer will use forty (40) hours a week for full-time employees. Part-time employees will have their hours averaged over the one (1) year preceding the permanent lay off.

v) One of the above must be selected by the affected employee no later than ten (10) days prior to the closure.

34:02 It is the declared intention of the Employer to provide for the job security of the employees covered by the terms of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Toronto in the most efficient and economic manner possible in order that it may satisfactorily discharge its responsibilities. It is agreed that no employee shall be laid off by reason of the Employer contracting out work being performed by such employee. However, in such event, the Employer agrees that the employee will be placed in another job with a similar rate and be retrained.

The University agrees to notify the Union at least two (2) weeks in advance of work being contracted out (for clarity, the date that work is contracted out will be interpreted in this paragraph as the date on which the contractor begins providing services under a new contract) where that work falls within the scope of the Collective Agreement and where the contracting out of the work will have an impact on the existing terms and/or conditions of employment of one or more bargaining unit member(s). Notice will not be required in cases of emergency where such notice would not be possible. After notice has been given as described in this paragraph, either party may request that a management and union committee meeting be convened as per Article 6:06 to discuss the contracting out that was the subject of the notice.

ARTICLE 35: EDUCATION AND UNION FUNDS

35:01 The Employer recognizes that education is a continuing process. Accordingly the Employer shall allow the Union to sponsor education functions such as seminars and workshops to be held on the Employer's premises in facilities when they are available at no charge to the Union with the understanding that the Employer will not turn away revenue from other sources in order to accommodate such Union education functions.

ARTICLE 36: PERSONNEL FILE

36:01 An employee may review his or her personnel file during the Human Resources Office regular business hours, provided that two (2) working days prior notice is given to the Human Resources Office. The employee is entitled to be accompanied by a Union Steward for up to half (1/2) an hour to review the personnel file.

ARTICLE 37: WEARING OF UNION BUTTONS

37:01 The Employer shall not prohibit the wearing of union pins and buttons provided they are of reasonable size and style and management approves of their use beforehand. Management shall not unreasonably withhold approval.

ARTICLE 38: CORRESPONDENCE

38:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Senior Executive Director, Labour Relations or designate, University of Toronto, 439 University Avenue, Toronto, Ontario, M5G 1Y8 and the Local Union President, Canadian Union of Public Employees and its Local 3261, 703 Spadina Ave., 2nd Floor, Toronto, Ontario, M5S 2J4.

38:02 Any such communication given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

ARTICLE 39: OFFICE SPACE

39:01 Office space will be provided rent free to the Canadian Union of Public Employees, Local 3261, in accordance with the following conditions:

1. Purpose

The University recognizes the need of the local Union to have a central location for files and normal office equipment for the purpose of conducting business with the administration of the University.

2. General

(a) This privilege may be withdrawn if the local Union uses or allows the office space to be used for any purposes other than those set out in Section 1.

(b) Signs may not be placed on the exterior or the interior walls of the building, except for the name of the organization on the door and on the building's directory.

(c) The University will provide space and cleaning service at no cost to the Union.

(d) The offices must be accessible in the normal manner for Physical Plant maintenance and cleaning services.

ARTICLE 40: PRINTING OF THE AGREEMENT

40:01 The Collective Agreement will be posted on the University's Human Resources and Equity website and the link to said website will be provided to all employees in the bargaining unit.

40:02 The parties agree to finalize the renewal Collective Agreement within thirty (30) days of the date of its ratification.

ARTICLE 41: TERMINATION

41:01 This Agreement shall continue in effect until December 31, 2023, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) days or not more than ninety (90) days prior to the expiration date, that it desires to amend or terminate the Agreement.

41:02 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement prior to the current expiration date, it shall expire unless it is extended for a specific period by mutual agreement of the parties. All such negotiations shall be subject to the Ontario *Labour Relations Act, 1995* as amended.

ARTICLE 42: LIMITED TERMS OF EMPLOYMENT

Temporary Employees*

42:01 Temporary employees employed up to one hundred and twenty (120) working days shall be covered by the Collective Agreement, except the following provisions of the Agreement shall not apply: Article 11 Seniority; Article 12 Leave of Absence; Article 19 Vacations; Article 20 Benefits; Article 21 Sick Leave; Article 27 Bereavement Leave; Article 29 Jury Duty; Article 33 Technological Change; Article 34 Job Security; Article 28 General; Letter of Understanding #8: Seniority

42:02 The Employer may employ temporary employees for the purpose of replacing regular employees who are absent due to illness, WSIB leave of absence or leave of absence and for reasons of seasonal workload fluctuations for periods not to exceed one hundred and twenty (120) working days.

Where the term of employment exceeds the limits as set out above, the employee shall acquire seniority from the original date of hire and shall be entitled to all the provisions of the Collective Agreement.

If a temporary employee is the successful applicant for a regular part-time or full-time position that is the same as the most recently held temporary position, then the time worked in that temporary position shall count towards the probationary period, seniority, eligibility for benefits and sick leave, and placement on the wage schedule.

The Employer will inform the Union of the name and term of appointment of each temporary employee. The Employer will also indicate whether they are hired to replace an employee who is absent due to illness, WSIB leave of absence or leave of absence. The Employer will provide the Union with a separate list of employees on long-term disability.

In the event that an employee who is absent due to illness, WSIB leave of absence or leave of absence returns to work, or the seasonal workload fluctuation ends, and the term of appointment of a temporary employee is ended earlier than the end date set out in the offer of employment, then the temporary employee shall be provided with five (5) working days' notice, or pay in lieu of notice.

Bereavement Leave – Temporary Employees

42:03 If a person described below as "immediate family" (or a person whose relationship is not defined below, the impact of which is comparable to that of the immediate family) in relation to a temporary employee dies when the temporary employee is at work, then the employee shall be granted bereavement leave with pay for the remainder of the scheduled shift.

"Immediate family" shall mean: spouse through marriage, common-law spouse, same-sex partner, parent, child (including step-child), sibling (including step-brother, step-sister), parent-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, guardian or ward.

Term Employees

42:04 Term employees are those who are hired from outside the bargaining unit or from temporary status as defined in Article 42:01 above into term positions of up to two (2) years in accordance with Articles 42:05, 42:06, and/or 42:07. Such term

employees shall be covered by the Collective Agreement, except the following provisions of the Agreement shall not apply: Article 11:05 (layoff).

Long-Term Disability or WSIB Term Positions

42:05 Where the Employer decides to fill a vacancy created as a result of an employee's absence due to long-term disability or WSIB leave of absence, the position shall be posted as a long-term disability/WSIB leave of absence term position which may be filled for up to two (2) years.

In the event the position is to continue beyond two (2) years, the position shall be posted in accordance with Article 11:06.

In the event the employee who is on long-term disability or WSIB leave of absence returns to work within the two-year period, a regular full-time or part-time employee filling the term position shall revert to their former position, if it still exists. If the former position does not exist, the provisions of Article 11:05 (layoff) shall apply.

In the event the employee who is on long-term disability or WSIB leave of absence returns to work within the two-year period, a term employee filling the term position shall be provided with ten (10) working days' notice, or pay in lieu of notice.

It is agreed that the resultant vacancy created by filling a long-term disability/ WSIB leave of absence term vacancy does not need to be posted and may be filled by a term employee for a period not to exceed two (2) years.

In the event that the term of appointment of a term employee is ended earlier than the end date set out in the offer of employment by reason of a regular full-time or part-time employee reverting to their former position in accordance with this Article, then the term employee shall be provided with ten (10) working days' notice, or pay in lieu of notice.

Pregnancy, Parental or Primary Caregiver Leave Term Positions

42:06 Where the Employer decides to fill a vacancy created as a result of a pregnancy, parental and/or primary caregiver leave, and the scheduled leave is a least 24 weeks in length, the position shall be posted as a pregnancy leave, parental leave or primary caregiver leave term position which may be filled for up to eighteen (18) months.

At the conclusion of the pregnancy/parental/primary caregiver leave, a regular full-time or part-time employee filling the term position shall revert to their former position, if it still exists. If the former position does not exist, the provisions of Article 11:05 (layoff) shall apply.

In the event the employee does not return from leave, the position shall be posted in accordance with Article 11:06.

It is agreed that the resultant vacancy created by filling a pregnancy leave, parental leave or primary caregiver leave term vacancy does not need to be posted and may be filled by a term employee for a period not to exceed eighteen (18) months.

In the event that the term of appointment of a term employee is ended earlier than the end date set out in the offer of employment by reason of a regular full-time or part-time employee reverting to their former position in accordance with this Article, then the term employee shall be provided with ten (10) working days' notice, or pay in lieu of notice.

42:07 Where the Employer decides to fill a term position for operational reasons other than as set out in Articles 42:05 and 42:06, the Employer shall notify the Union as far in advance as practicable. Such a position shall be posted as a term position which may be filled up to two (2) years.

At the conclusion of the term position, a regular full-time or part-time employee filling the term position shall revert to their former position, if it still exists. If the former position does not exist, the provisions of Articles 11:05 (layoff) shall apply.

It is agreed that the resultant vacancy created by filling a term position does not need to be posted and may be filled by a term employee for a period not to exceed two (2) years.

In the event that the term of appointment of a term employee is ended earlier than the end date set out in the offer of employment by reason of a regular full-time or part-time employee reverting to their former position in accordance with this Article, then the term employee shall be provided with ten (10) working days' notice, or pay in lieu of notice.

* The difference in the wage rates between temporary and non-temporary employees in the same classification shall be determined on the same basis as in the CUPE 3261 Full-Time & Part-Time bargaining unit.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on March 4, 2024.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Kelly Hammel Moffat

Vice President, People Strategy, Equity & Culture

S. Drummond

Secretary, Governing Council

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261 – 89 CHESTNUT BY:

President

Charlie Wryland

National Representative

SCHEDULE A: HOLIDAYS

The parties agree to the following days of observance for the stated holidays:

January 2024 to December 2024

Monday, January 1, 2024	New Year's Day, Statutory Holiday
Tuesday, January 2, 2024	Presidential holiday
Tuesday, December 24, 2024	Day before Christmas Day
Wednesday, December 25, 2024	Christmas Day, Statutory holiday
Thursday, December 26, 2024	Boxing Day, Statutory holiday
Friday, December 27, 2024	Day of Closure
Monday, December 30, 2024	Day of Closure
Tuesday, December 31, 2024	Day before New Year's Day

January 2025 to December 2025

Wednesday, January 1, 2025	New Year's Day, Statutory Holiday
Thursday, January 2, 2025	Day of Closure
Friday, January 3, 2025	Presidential holiday
Wednesday, December 24, 2025	Day before Christmas Day
Thursday, December 25, 2025	Christmas Day, Statutory holiday
Friday, December 26, 2025	Boxing Day, Statutory holiday
Wednesday, December 31, 2025	Day before New Year's Day

January 2026 to December 2026

Thursday, January 1, 2026	New Year's Day, Statutory Holiday
Friday, January 2, 2026	Day of Closure
Thursday, December 24, 2026	Day before Christmas Day
Friday, December 25, 2026	Christmas Day, Statutory holiday
Saturday, December 26, 2026	Boxing Day, Statutory Holiday
Monday, December 28, 2026	Day in lieu of Boxing Day
Tuesday, December 29, 2026	Day of Closure
Wednesday, December 30, 2026	Day of Closure
Thursday, December 31, 2026	Day before New Year's Day

SCHEDULE B: WAGES

Personnel Area	**0001**
Personnel Subarea	**1900**
Pay Scale Type:	**19**
Pay Scale Area:	**01**

Classification	Job	PS Grp/Level	Prob. Level	01-Jan-24		17-Mar-24	01-Jan-25	01-Jan-26
				New Hire Rate[1)]	Amount	Amount	Amount	Amount
Room & Public Area Attendant**	1983	30U	P	$ 19.80	$ 24.75	$ 25.00	$ 25.50	$ 25.96
Chef de Partie	571	01U	P	$ 22.96	$ 28.70	$ 28.70	$ 29.27	$ 29.80
Lead Cook	572	02U	P	$ 21.41	$ 26.78	$ 26.78	$ 27.32	$ 27.81
Cook	573	03U	P	$ 19.86	$ 24.84	$ 25.50	$ 26.01	$ 26.48
Food Service Worker*	1985	32U	P	$ 19.63	$ 24.53	$ 25.00	$ 25.50	$ 25.96
Cashier/Hostess	580	10U	P	$ 19.04	$ 23.80	$ 25.00	$ 25.50	$ 25.96
Banquet Server	584	14U		--	$ 18.00	$ 18.00	$ 19.00	$ 20.00
Banquet Bartender	866	20U		--	$ 18.00	$ 18.00	$ 19.00	$ 20.00
Banquet Porter	579	09U	P	$ 18.00	$ 20.76	$ 20.76	$ 21.18	$ 21.56
Banquet Cashier	587	17U	P	$ 19.04	$ 23.80	$ 23.80	$ 24.28	$ 24.72
Parking Attendant	581	11U	P	$ 19.63	$ 24.53	$ 24.53	$ 25.02	$ 25.47
Maintenance General	578	08U	P	$ 21.55	$ 26.94	$ 26.94	$ 27.48	$ 27.97
Make Ready Team	922	23U	P	$ 19.85	$ 24.83	$ 25.00	$ 25.50	$ 25.96
Lead Hand Food Service Worker***	1984	31U	P	$ 20.98	$ 26.20	$ 26.29	$ 26.82	$ 27.30

* Comprised of previous Dishwasher, Prep Cook, and Store Attendant classifications

** Comprised of previous Cleaner - Public Area, Carpet Cleaner, Room Attendant and Houseperson classifications

***Comprised of previous Lead Hand Stewarding and Lead Hand Store Attendant classifications

Personnel Area	**0002**
Personnel Subarea	**4100**
Pay Scale Type:	**69**
Pay Scale Area:	**01**

Classification	Job	PS Grp/Level	Prob. Level	01-Jan-24		17-Mar-24	01-Jan-25	01-Jan-26
				New Hire Rate[1)]	Amount	Amount	Amount	Amount
Banquet Server	748	14U		--	$ 18.00	$ 18.00	$ 19.00	$ 20.00
Banquet Bartender	866	20U		--	$ 18.00	$ 18.00	$ 19.00	$ 20.00
Banquet Porter	743	09U	P	$ 18.00	$ 20.50	$ 20.50	$ 20.91	$ 21.29
Banquet Cashier	751	17U	P	$ 18.00	$ 23.49	$ 23.49	$ 23.96	$ 24.39

SCHEDULE C: DESIGNATED AUTHORITITES

The University will supply the Union with an updated list of Designated Authorities as amended from time to time.

LETTER OF UNDERSTANDING #1: RELIGIOUS HOLIDAYS

June 28, 2021

Last Revised: July 19, 2023

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

RE: The Employer agrees to consider employee requests for time off without pay on a bona fide Religious Holidays not covered in the Collective Agreement, with two (2) weeks' notice to be given for all requests. In determining whether to grant such a request, the Employer will take into consideration the staffing levels required based on business needs, and additional costs which may be incurred by granting such requests.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING #2: NEW DUTIES IN A CLASSIFICATION

June 28, 2021

Last Revised: July 19, 2023

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Cesar Serrano Valdivia,

Prior to the implementation of new duties in a classification, the Employer will first discuss the changes with the employees and the Union to better understand the impact on any classifications.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING #3: PAST PRACTICE

June 28, 2021

Last Revised: July 19, 2023

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

This Collective Agreement represents the full and entire Agreement between the parties. The parties recognize that there may be certain practices with economic implications not specifically outlined in the Agreement that are associated with the operation of the Residence and should there be a change to these practices the change will be subject to discussion at a Joint Union Management Committee Meeting.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING #4: NIGHT CLEANER SERVICES

June 28, 2021

Last Revised: July 19, 2023

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

It is agreed by the parties that upon the natural expiration of the existing contract provided by the "Night Cleaner", that the parties may discuss the possible option of returning the comprehensive duties of "Night Cleaner" to the bargaining unit.

It is understood that the final decision rests with the Employer as there are potentially several associated costs connected to a decision of this type; including but not limited to: severance or payments associated with contracting-in, legal, equipment acquisition, supplies, training and additional supervision.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING #5: HOUSEKEEPING

June 28, 2021

Last Revised: March 4, 2024

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

In the Housekeeping Department the employees and the Employer shall follow these guidelines in room assignments.

The Union and the Employer understand that the Room and Public Area Attendants are paid to work by the hour.

1. The parties agree that Room and Public Area Attendants are expected to take breaks and meal periods.
2. In the event that a Room and Public Area Attendant believes that they will not be able to complete the assigned number of rooms in the time allocated, they shall advise their supervisor as soon as they are aware. The Supervisor, once called, will assess the situation, taking into consideration that breaks should have been taken. Pending the outcome of the assessment, the Supervisor may arrange either assistance in the completion of the assignments or may reduce the number of rooms assigned on that particular day.
3. The parties agree to continue the practice that if a Room and Public Area Attendant is assigned a clean room they must also notify their Supervisor, who will reissue the Room and Public Area Attendant another room to clean.
4. The Employer undertakes in Housekeeping that in the event of an unscheduled absence of a Room and Public Area Attendant, that another Room and Public Area Attendant will be called in to replace the absent employee. Call in will occur by seniority.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING #7: OUTLETS

June 28, 2021

Last Revised: July 19, 2023

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

The Employer will endeavour to maintain service in all food and beverage outlets, unless the most severe circumstances arise, and only after every reasonable alternative has been explored.

The Employer agrees to meet with the Union and discuss reasonable alternatives that may be available

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING #8: SENIORITY

June 28, 2021

Last Revised: March 4, 2024

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

In accordance with present practice, the parties agree classification seniority applies to entitlement to available weekly scheduled shifts/scheduled overtime/lay off and reduced hours.

If the Employer requires additional work to be performed, it will first offer the work to those full-time employees who are qualified and available to perform the work and who are already scheduled to work less than eight (8) hours per day and/or forty (40) hours per week, prior to offering this additional work to other qualified and available full-time employees who are already scheduled to work eight (8) or more hours per day and/or forty (40) or more hours per week.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING #9: WORKPLACE DIGNITY

June 28, 2021

Last Revised: July 19, 2023

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

The Union and the Employer recognize that all employees are deserving of respect and dignity and that all workplace parties should conduct themselves accordingly. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING #10: DELETED POSITIONS/ DEPARTMENTS

June 28, 2021

Last Revised: July 19, 2023

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

The parties agree that should the obsolete positions and departments (referenced below) be reintroduced for operational reasons during the term of the contract they will be recognized as part of the bargaining unit.

Obsolete Departments:

Laundry
Room Service
Beverage Production
Switchboard
Chestnut Tree Restaurant
Fitness
Bellman/Doorman
Dewey's Pub

Obsolete Positions:

Housekeeping:

Room Checker
Seamstress

Laundry:

Washer / Extractor
Utility
Linen Attendant

Food Service:

Bus Help
Server

Room Service:

Captain
Server
Cashier

Beverage Production:

Service Bartender
Stool Bartender
Combined Bartender

Beverage Service:

Server

Guest Services:

Bellperson
Door Attendant

Switchboard:

Operator

Fitness Center:

Fitness Attendant

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING #11: BENEFIT LEVELS

June 28, 2021

Last Revised: July 19, 2023

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

The parties agree that the benefit levels provided under benefit plans listed in Article 20 shall be consistent with the benefit levels provided under the CUPE 3261 FT/PT Collective Agreement.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING #12: RED SEAL PREMIUM

June 28, 2021

Last Revised: July 19, 2023

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

An employee will be paid a premium of $1 (one dollar) per hour, added to their basic hourly wage rate set out in Schedule B, if they meet both the following criteria:

- They are in either Chef de Partie, Lead Cook, or Cook classification, and
- They have received Red Seal Certification (Cook - Trade Code 415A) and provide a copy of their certificate upon request.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING #13: CASHIER/HOSTESS AND FOOD SERVICE WORKER CLASSIFICATIONS

March 4, 2024

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

It is understood and agreed that as soon as practicable after the date of ratification of the 2024-2026 Collective Agreement, the classification Cashier/Hostess will be combined with the Food Service Worker at the higher Food Service Worker rate of pay.

It is further understood and agreed that any current employees in the Cashier/Hostess classification who are unwilling or unable to perform the duties of the Food Service Worker classification shall be grandparented and green circled (i.e., eligible for any negotiated wage increases) in the Cashier/Hostess classification, which shall be eliminated once any grandparented employee(s) are no longer occupying that classification.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING #14: VACATION

March 4, 2024

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

Effective July 1, 2025, the University will align the Vacation provisions and entitlements of the CUPE 3261-89 Chestnut Collective Agreement to match the Vacation provisions and entitlements of the CUPE 3261 Full-Time & Part-Time Collective Agreement in all material respects. The University will provide the Union with advance notice of its method and the timing in respect of implementation of this alignment. Following the notice to the Union, the University will inform employees in the bargaining unit of these changes.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT #1: PUBLIC TRANSIT SUBSIDY

June 28, 2021

Last Revised: July 19, 2023

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

The University will administer volume discounts on TTC passes as long as the TTC continues to provide the University of Toronto with volume discounts in the purchase of transit passes for the employees in the bargaining unit. The University and the Union agree to jointly approach the Mississauga Transit and Go Transit to discuss volume discounts in the purchase of transit passes for employees in the Bargaining Unit.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT #2: TUITION WAIVER FOR DEPENDENTS

June 28, 2021

Last Revised: July 19, 2023

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

The University agrees that dependants of full-time employees in the bargaining unit shall be entitled to the benefits of the Tuition Waiver for Dependants Policy attached hereto.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

INTRODUCTION

In order to assist staff members who have dependants or a spouse who, wish to pursue University studies, towards their first undergraduate degree or certificate, the University will extend to the dependants of such staff members a waiver of the academic tuition fee for specific University of Toronto programmes. The terms and conditions of this staff benefit are described below.

TERMS OF REFERENCE

An eligible spouse or dependant must have met the admission requirements for the qualifying programme and have followed the normal procedures regarding application for admission and registration before application is made for tuition waiver.

For the purposes of this policy:

"Dependant" shall include the natural, legally adopted, step or foster child the employee or employee's spouse, who is dependent on the employee or spouse for financial support;

Spouse shall mean spouse as defined in the Ontario *Human Rights Code* as amended by the *Spousal Relationship Statute Law Amendment Act*, 2005.

"Academic tuition fee" by definition excludes application, registration, service, examination and other incidental fees.

ELIGIBILITY

This benefit is available to:

Staff members of the bargaining unit at the University, who are full-time as defined by Article 11-Seniority.

Full-time staff members on approved leave of absence, who are maintaining enrolment in benefit programmes.

Dependants, or spouse, proceeding towards a first degree or certificate in a qualifying programme (not special students). Qualifying programmes are described under PROVISIONS (below).

PROVISIONS

Eligible dependants will have their academic tuition fee waived for each academic year of the programme until the degree or certificate is awarded.

The academic tuition fee waiver is applicable to programmes which lead to a first undergraduate degree or certificate and which do not require prior undergraduate preparation since admission is normally gained directly from high school. In cases where

the programme requires undergraduate preparation, only the undergraduate courses taken as part of the preparation are eligible.

For clarity, the fee waiver is applicable to the Transitional Year Programme and the Academic Bridging Programme.

Programmes in the following areas are also not eligible:

Royal Conservatory of Music
School of Continuing Studies
Woodsworth College Diplomas

Where a student receives a scholarship which provides for the payment of fees, the terms of the scholarship will apply prior to any waiver of tuition under this policy.

Questions concerning this policy should be directed to the appropriate local Human Resources Department. The value of the tuition waiver under this provision is a taxable benefit to the employee.

LETTER OF INTENT #3: EDUCATIONAL ASSISTANCE POLICY

June 28, 2021

Last Revised: March 4, 2024

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

The University agrees that full-time employees in the bargaining unit shall be entitled to the benefits of the Educational Assistance Policy attached hereto.

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

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

Educational Assistance Policy

INTRODUCTION

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

TERMS OF REFERENCE

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

ELIGIBILITY

Bargaining unit employees holding administrative staff appointments whether full-time, part-time of twenty-five (25) percent or more, or sessional are eligible. In the case of part-time staff members for the first three (3) years' continuous service, the funding is pro-rated in accordance with the part-time appointment.

PROVISIONS

1. <u>One hundred (100) Percent Tuition Waived</u>

Tuition fees are waived for a qualifying staff member taking, on a part-time basis:

a) a University of Toronto degree course, up to and including, flex-time PhD Programs and part-time Doctoral studies. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee. For Master's level programmes, flex-time PhD Programs and part-time Doctoral studies the tuition waiver shall be limited to a maximum of three thousand two hundred ($3,200) dollars per academic year. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or three thousand two hundred ($3,200) dollars per year, so long as the employee has already received a tuition waiver under this policy; or

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

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

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

e) non-degree credit courses offered by the School of Continuing Studies and other University of Toronto divisions that are work or job related, up to a maximum of eight hundred ($800) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of three hundred and fifty ($350) dollars per course, with a combined maximum four (4) courses per academic year.

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

2. Fifty (50) Percent Tuition Reimbursed

Fifty (50) percent of tuition fees will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution (other than those in 1. above), up to a maximum of seven hundred fifty ($750) dollars per course and a combined maximum of four (4) courses per academic year. Such courses should be taken on the staff member's own time, after normal working hours and must be either:

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

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

LETTER OF INTENT #4: PARTNERSHIP ON TRAINING AND JOB OPPORTUNITIES

June 28, 2021

Last Revised: July 19, 2023

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

WHEREAS the Employer and the Union agree that high quality worker training and skills upgrading leads to high standards of service excellence;

AND WHEREAS the Employer has an interest in the recruitment and retention of skilled workers in its current and future properties;

AND WHEREAS training and skills development provide greater and more equitable access to jobs and promotional opportunities, particularly among new Canadians;

AND WHEREAS training is based on a mutually respectful training partnership between the Employer and the Union;

THEREFORE, BE IT RESOLVED that the Union and the Employer agree to jointly address a wide range of employment issues including recruitment, retention, job training and job placement including but not limited to the following examples of training:

1. The Employer will work with the Union to provide English as a Second Language (ESL) and literacy classes to employees at the worksite, either directly, or in partnership with not-for-profit ESL providers.
2. Vocational skills training programs in housekeeping, food and beverage, maintenance and other departments for both promotion within and between these departments.
3. Opportunities to enter and/or complete culinary and maintenance apprenticeship programs.
4. Programs to evaluate and properly recognize prior learning and/or foreign credentials.
5. A commitment to involving workers in the planning and delivery of

training, including on-going opportunities for peer-based training needs analyses, training plan development and where appropriate, delivery of training programs.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT #5: SUMMER SCHEDULING

June 28, 2021

Last Revised: July 19, 2023

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

The University agrees to schedule kitchen employees during the summer months based on the classification required, as determined by the Employer, to complete the duties as opposed to the historical practice of scheduling the highest classifications first based on departmental seniority.

The manager will continue to determine the skill, competence and ability required for each position scheduled in the kitchen. If the manager is having difficulty staffing the kitchen from May 10th to June 13th then the manager will demonstrate this to the Union and revert to the previous practice of scheduling based on the highest classification based on departmental seniority as set out in paragraph 3.

Previous practice for employees at 89 Chestnut Residence in the kitchen has been to schedule the highest classifications based on departmental seniority throughout the summer months (i.e. May to August) and to recall the remaining employees based on classification seniority in descending order (recalling based on, classification seniority from highest to lowest, i.e. Chef de Partie to 1st Cook to 2nd Cook, etc.).

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT #6: BANQUET OPERATIONS MEETING

June 28, 2021

Last Revised: July 19, 2023

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

The parties agree to meet within ninety (90) days following the date of ratification for the purpose of discussing operational issues and concerns within the Banquet Department.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT #7: TRAINING

March 4, 2024

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

It is understood and agreed that where specific training is required by the Employer it shall be provided by the Employer and scheduled such that the employee attends during their regular hours of work without loss of their regular pay. If the training is scheduled outside of the employee's regular hours of work, then the employee shall be compensated for attending the training at their applicable rate of pay.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT #8: COLLECTIVE BARGAINING

March 4, 2024

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

The University agrees, if the Union requests, to commence collective bargaining for the renewal of the 2024-2026 Collective Agreement no later than May 1, 2026 and make best efforts to conclude the collective bargaining process and ratification of the tentative agreement on or before the December 31, 2026 expiration date of the 2024-2026 Collective Agreement.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

EARLY RETIREMENT BRIDGE BENEFIT OUTSIDE THE PENSION PLAN – CUPE 3261 – 89 CHESTNUT

Available to members who retire with an Unreduced Early Retirement Pension under the 60/80 provision of the Plan.

Effective for retirements on or after March 31, 2024 up to and including November 30, 2026.

Member can elect, prior to retirement, to take the Bridge Benefit in the form of:

- A monthly payment on the 28th of each month from date of Early Retirement up to and including the month prior to the member's 65th birthday; OR

- A lump sum retiring allowance at the date of early retirement, tax sheltered to the extent possible under the provisions of the *Income Tax Act*

Option 1: Monthly Annuity

Completed Years of Continuous Service	Annual Amount	Monthly Amount
Amount per year of continuous employment service	$180	$15
16	$2,880	$240
17	$3,060	$255
18	$3,240	$270
19	$3,420	$285
20	$3,600	$300
21	$3,780	$315
22	$3,960	$330
23	$4,140	$345
24	$4,320	$360
25	$4,500	$375
26	$4,680	$390
27	$4,860	$405
28	$5,040	$420
29	$5,220	$435
30	$5,400	$450
30+	$5,400	$450

A monthly payment on the 28th of each month from date of Early Retirement up to and including the month prior to your 65th birthday.

Option 2: Lump Sum (Available at Early Retirement Date)

1	2	3	4	5
Complete years of payments to age 65 *				
$2,824				
$3,000	$5,768			
$3,176	$6,107	$8,812		
$3,353	$6,447	$9,302	$11,927	
$3,529	$6,786	$9,791	$12,554	$15,088
$3,706	$7,125	$10,281	$13,182	$15,842
$3,882	$7,465	$10,771	$13,810	$16,597
$4,059	$7,804	$11,260	$14,438	$17,351
$4,235	$8,143	$11,750	$15,065	$18,106
$4,412	$8,483	$12,239	$15,693	$18,860
$4,588	$8,822	$12,729	$16,321	$19,614
$4,765	$9,161	$13,218	$16,949	$20,369
$4,941	$9,500	$13,708	$17,576	$21,123
$5,118	$9,840	$14,198	$18,204	$21,878
$5,294	$10,179	$14,687	$18,832	$22,632
$5,294	$10,179	$14,687	$18,832	$22,632

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

LETTER OF AGREEMENT #1: IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES

June 28, 2021

Last Revised: July 19, 2023

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

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 12:02(b), 12:03(c) or 12:04(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 leaves 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 12:02(a), 12:03(a) and/or 12:04(a).

During the Parental Transition Week, employees will be paid one-hundred (100) percent of their weekly salary.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

APPENDIX A: STAFF-APPOINTED EMPLOYEE CHILD-CARE BENEFIT PLAN

Members with a dependent eligible child under the age of seven will be eligible for reimbursement of child-care expenses as follows:

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 January 1 and February 1 2010, and between January 1 and February 1 of subsequent calendar years, Members must provide to the University, in a single package, detailed 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). Reimbursement in respect of a calendar year shall be made in one lump sum cash payment, less applicable withholdings, if any.

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. The amount will be pro-rated for less than full-time equivalent employment. 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 the same total amount of $60,000 that currently exists and is available for the CUPE 3261 Full-Time &

Part-Time bargaining unit, i.e., no new money shall be added to the existing $60,000 total amount to cover any eligible claims of employees in the CUPE 3261-89 Chestnut bargaining unit. If, in a given year, the value of the eligible claims under this plan is greater than $60,000, all claims will be reimbursed on a prorated basis. If, in a given year, the total value of the eligible claims under this plan is less than $60,000, the excess amount shall be carried forward and added to the notional value of the eligible claims for the following calendar year.

APPENDIX P: MEMORANDUM OF AGREEMENT REGARDING CONSENT TO THE CONVERSION TO THE UNIVERSITY PENSION PLAN (THE "UPP")

MEMORANDUM OF AGREEMENT ["MOA"]

BETWEEN

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

- and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261 - 89 CHESTNUT
(hereinafter referred to as the "Union")

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

WHEREAS the University and the Union are parties to a collective agreement dated April 11, 2018 which shall expire on December 31, 2020 (the "Collective Agreement");

AND WHEREAS the parties have been discussing the conversion of the University of Toronto Pension Plan (the "Plan") to a new sector jointly sponsored pension plan, the UPP;

AND WHEREAS the parties wish to enter into this MOA to provide for the Union's consent pursuant to and in accordance with relevant provisions of the Pension Benefits Act for transition to the UPP and related amendments to the Collective Agreement;

NOW THEREFORE the parties agree as follows:

1. Consent to Conversion under the Pension Benefits Act

The terms and conditions of this MOA are conditional on the Union providing consent on behalf of all employees in the bargaining unit covered by the Collective Agreement to the conversion of the Plan to the UPP under section 80.4 of the Pension Benefits Act, including transfer of the Plan's assets and liabilities to the UPP, and will support the position of the University in its application, when made, for the approval of such conversion and transfer. For clarity, if the Union does not provide consent on behalf of all employees in the bargaining unit covered by the Collective Agreement to the conversion of the Plan to the UPP under section 80.4 of the Pension Benefit Act before March 1, 2019, then the terms and conditions of this MOA will be null and void and will not be implemented.

2. Participation in the UPP

(a) Effective January 1, 2020, or, if later, the effective date of the UPP, employees who are active members of the Plan shall become members of the UPP **("Contingent UPP Members"),** provided that they shall not accrue any service under the UPP until the later of the date that the Superintendent of Financial Services (or his or her successor) approves a transfer of the

assets from the Plan to the UPP and July 1, 2021 (or such other date as the transfer may be approved or the parties may agree) (the **"UT Conversion Date").**

(b) Employees who become members of the Plan on or after January 1, 2020 but before the UT Conversion Date, will be enrolled in the UPP according to the UPP eligibility provisions as Contingent UPP Members.

(c) Effective on the UT Conversion Date, the Contingent UPP Members shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the Plan and the Plan shall, as of the UT Conversion Date cease to exist as a separate pension plan. A Contingent UPP Member who commences accruing pensionable service under and making contributions to the UPP will be referred to in this MOS as a **"UT UPP Contributing Member".**

(d) Employees who are not members of the Plan as of the Conversion Date will join the UPP in accordance with its terms.

(e) The terms of the UPP will be consistent with those terms set out in the amended Milestones Agreement dated October 18, 2018, a copy of which is attached to this MOA as Appendix A, and including any further amendments to the Milestones Agreement made in writing by the parties to it, and such other terms as are provided under the documentation establishing the UPP.

3. Member Contributions and other Changes under the Plan effective July 1, 2019

(a) The Plan will be amended to provide for the following changes (including such other consequential amendments as are necessary or desirable to give effect to the implementation of the changes below), effective as of July 1, 2019:

i. Subject to receiving a waiver from CRA in respect of contributions in excess of 9% employee contributions under the Plan shall be:

(1) 9.2% of Pensionable Salary up to the CPP Maximum Salary; and

(2) 11.5% of Pensionable Salary over the CPP Maximum Salary

ii. The pensionable salary cap for 2019 under the Plan applicable for purposes of member contributions is $165,000 increased by the% increase in the Income Tax Act ("ITA") Maximum pension limit for 2019. For pension benefit calculation purposes, the highest average salary will be capped at the level at which the ITA maximum pension is reached in the year of retirement or earlier termination;

iii. First year indexing [Sections 7.01(a) and 7.02 of the Plan] is removed from the Plan, and for greater certainty, those retiring under the Plan effective June 30,

2019 shall not have their pensions adjusted for first year indexing on July 1, 2019, except to the extent, if any, required by law; and

iv. Termination benefits equal to two times contributions [Sections 2.1S(b), 9.02, 9.03 of the Plan] shall be removed from the Plan and for greater certainty, those terminating employment on or after July 1, 2019 will not have the option to elect this termination benefit, except to the extent, if any, required by law.

4. Salary Increase

Effective on July 1, 2019 and upon the implementation of the contribution increase referred to above a 1.37% Special One-Time-Only adjustment to March 31, 2019 base salary (not compounded with April 1, 2019 Across The Board increase), up to the contribution pensionable salary cap of $165,000, for employees in the bargaining unit on July 1, 2019. The pensionable salary cap for 2019 under the Plan applicable for the purposes of member contributions is $165,000 increased by the% increase in the Income Tax Act ("ITA") Maximum pension limit for 2019.

5. Member/employer contributions under the UPP

On the date that pension accrual starts under the UPP for the members of the Plan, the contributions shall be 50/50 and subject to change thereafter as determined by the Sponsors of the UPP, including under any Funding Policy developed by the Sponsors. 50/50 contributions on the date that pension accrual starts under the UPP are currently expected to be:

i. 9.2% of Pensionable Salary up to the YMPE;

ii. 11.5% of Pensionable Salary over the YMPE

6. Amendments to the Collective Agreement

On or before the UT Conversion Date, and effective as of the UT Conversion Date, the Collective Agreement or any renewal collective agreement between the University and the Union in effect on the "UT Conversion Date" will be deemed for all purposes to be amended in a manner and to the extent necessary to reflect all of the terms and conditions of this MOA, including, without limiting the generality of the foregoing:

(a) Deletion of references to the Plan in Article 20 - Benefits and any Schedules and/or other references to the 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 in effect on the UT Conversion Date 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 University 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.

7. Enforcement of the MOA

This MOA shall be appended to and form part of the Collective Agreement and any renewal collective agreement in effect before the UT Conversion Date and notwithstanding the grievance and arbitration provisions of any collective agreement, William Kaplan shall be seized as mediator arbitrator of any issues related to the interpretation, application, administration or alleged violation of this MOA. If William Kaplan is unable or unwilling to serve as mediator arbitrator than Eli Gedalof shall be seized as mediator arbitrator.

8. Ratification

The representatives of the University's negotiating committee and the Union's Executive hereby agree to unanimously recommend to their principals the ratification of this MOA.

FOR THE UNIVERSITY

Alex Brat

FOR THE UNION

DATED AT TORONTO THIS DAY of , 2019

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