

WEDNESDAY, MARCH 27TH, 2024 @ 5:00PM

WITHDRAWN IF NOT ACCEPTED WEDNESDAY, MARCH 27TH, 2024

MEMORANDUM OF AGREEMENT

BETWEEN

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

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1230 (FULL-TIME & PART-TIME)
(hereinafter called "the Union")

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.
2. The term of the renewal collective agreement shall be from July 1, 2023 to June 30, 2026.
3. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto.
4. The provisions of the collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, save and except where retroactivity is expressly provided for.
5. All attached items numbered 1 to 34 are incorporated.

FOR THE UNIVERSITY

FOR THE UNION

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DATED AT TORONTO THIS 27th DAY OF MARCH 2024

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University of Toronto Economic Proposal – March 27, 2024 @ 5:00PM

1) Across-the-Board (ATB) increases and adjustments to Schedule I: Wages

July 1, 2023	5.7% ATB increase to be applied to June 30, 2023 base salary
July 1, 2024	2.0% ATB increase to be applied to June 30, 2024 base salary
July 1, 2025	1.8% ATB increase to be applied to June 30, 2025 base salary

- The July 1, 2023 increase will be retroactive only for those employees who are actively employed in the bargaining unit on the date of ratification.

2) Effective date of ratification, employees classified as 8U Library Assistants listed on the attached unpublished Letter of Intent will be paid at the same rate as Step 1 of 7U (with the exception of one employee, as set out in the attached unpublished Letter of Intent, who will be paid the same rate as Step 1 of 6U). For clarity, these employees will be eligible to receive any negotiated ATB increases, but will not be eligible for any step progression except as set out in the attached unpublished Letter of Intent.

- 3) Amend Article 19:08 Paid Personal Leave of Absence to include one (1) additional paid Personal Leave day (for a total of five (5) days, ~~to be taken in full day or half day increments~~, as attached).**
- 4) An application window shall be opened from April 30, 2024 to May 31, 2026, for retirements effective on or after June 30, 2024, but no later than June 30, 2026. Eligible employees making such application may select either the Early Retirement Bridge Benefit Outside of the Pension Plan or the Voluntary Retirement Incentive Program, subject to their eligibility. The University will determine the number of successful applicants first on the basis of "first come first served", and then seniority, up to the maximum overall expenditure limit of **\$100,000 \$125,000** total for both the Early Retirement Bridge Benefit Outside of the Pension Plan and the Voluntary Retirement Incentive Program.**
- 5) Amend Letter of Intent: Educational Assistance to increase University of Toronto graduate programs in paragraph 1. (a) by two hundred dollars (\$200) to up to a maximum of three thousand two hundred dollars (\$3,200) per academic year,**

and non-degree credit work-related courses in paragraph 1. (e) by fifty dollars (\$50) to up to a maximum of eight hundred dollars (\$800) per course.

6) Amend Article 19:14 to add "Family Caregiver Leave".

7) **Effective date of ratification, increase the amount of the safety shoe or boot allowance from \$175 to \$200 annually in accordance with Schedule X: Safety Shoe or Boot Allowance.**

Benefits

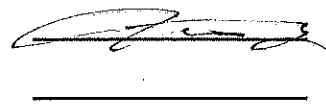
Effective May 1, 2024:

- Increase the combined maximum for Massage, Physiotherapy, Chiropractic, Naturopath, Osteopath, Acupuncturist, Homeopath & Occupational Therapist from \$1,100 to \$1,300 per benefit year
- Remove the overall maximum for hearing care and provide separate maximums for hearing aids and cochlear implants as follows:
 - Increase the maximum for hearing aids from \$500 to \$800 per ear every 36 months
 - Reimburse cochlear implants subject to reasonable and customary charges as determined by the benefits carrier every 36 months
- Increase the maximum for prescription eyeglasses or contact lenses from \$600 to \$650 every 24 months
- Increase the combined maximum for Psychological, Master of Social Work or Psychotherapist from \$2,700 to \$2,900 in year 1, \$3,000 in year 2, \$3,100 in year 3
- Increase the dispensing fee for prescription drugs from up to \$6.50 to up to \$7.50
- Increase Dental Major Services from \$2,250 to \$2,350
- Include anesthesia for basic dental services for dependent children under the age of 21, in accordance with the terms of the benefit plan

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references. The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

**LETTER OF INTENT: COLLECTIVE AGREEMENT IMPLEMENTATION
TIMELINES**

DATE

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 1230
80 Commerce Valley Drive East
Markham, Ontario
L3T 0B2

Dear Mr. Serrano Valdivia,

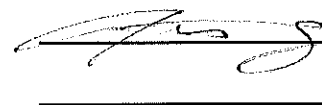
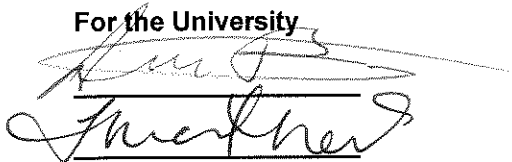
During the 2023-2026 round of collective bargaining, the Union expressed concerns about the time normally required for the implementation of the changes contained in the renewal Collective Agreement. The University agreed to keep the Union regularly informed of its progress in respect of implementation, and make best efforts to complete the financial changes in time for the May 28, 2024 monthly pay date. In the event that the University is unable to complete the changes in time for that date, the University will request, and the Union will agree, to an extension of this timeline in order to allow for all of the changes to be fully completed and implemented.

Yours truly,

Alexander Brat
Senior Executive Director, Labour Relations

For the University

For the Union



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Title	Job	Pay Scale Grp		01.07.2023			01.07.2024			01.07.2025		
				Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Access & Reference Services Associate	754	7U	A (*)	\$ 57,800	\$ 59,857	\$ 62,019	\$ 58,956	\$ 61,054	\$ 63,259	\$ 60,017	\$ 62,153	\$ 64,398
Access Services Associate	755		M	\$ 4,816.68	\$ 4,988.08	\$ 5,168.23	\$ 4,912.99	\$ 5,087.84	\$ 5,271.59	\$ 5,001.42	\$ 5,179.42	\$ 5,368.48
Access Services Generalist	756		D	\$ 222.31	\$ 230.22	\$ 238.53	\$ 226.75	\$ 234.82	\$ 243.30	\$ 230.83	\$ 239.05	\$ 247.68
Acquisitions Administrative Support Asst	757											
Acquisitions Assistant	758											
Business Office Associate	759											
CAF Attendant	760											
Cataloguing Assistant	761											
Digital Scanner	762											
Digital Scanning Associate	763											
Driver	764											
Photoduplication Associate	765											
Resource Sharing Associate	766											
Shipper/Receiver	767											
Serials Associate	768											
Shipper/Receiver/Photoduplication Attendant	886											
Cataloguing Assistant	1716											
High Density Access & Retrieval Associate	117	6U	A	\$ 62,470	\$ 64,773	\$ 67,193	\$ 63,719	\$ 66,069	\$ 68,537	\$ 64,866	\$ 67,258	\$ 69,771
Accounting & Procurement Associate	769		M	\$ 5,205.82	\$ 5,397.76	\$ 5,599.44	\$ 5,309.93	\$ 5,505.72	\$ 5,711.43	\$ 5,405.51	\$ 5,604.82	\$ 5,814.24
Administrative Support Associate	770		D	\$ 240.27	\$ 248.13	\$ 258.44	\$ 245.07	\$ 254.11	\$ 263.60	\$ 249.49	\$ 258.68	\$ 268.35
Digital Scanner (Rare Materials)	771											
Sr. Access Services Associate	772											
Sr. Access Services Generalist	773											
Sr. Digital Scanning Associate	775											
Sr. Preservation Associate	776											
Sr. Resource Sharing Associate	778											
Sr. Serials Associate	779											
Sr. Resource Sharing and Access Services Assoc	886											
Sr. Business Office Associate	889											
Access and Information Services Associate	891											
Sr. Media Associates	899											
Sr Res Sharing & Access Serv Generalist	1819											
Sr. Acquisitions Associate	774	5U	A	\$ 67,699	\$ 70,275	\$ 72,982	\$ 69,053	\$ 71,681	\$ 74,441	\$ 70,296	\$ 72,971	\$ 75,781
Business Office Project Specialist	783		M	\$ 5,841.58	\$ 5,858.28	\$ 6,081.79	\$ 5,754.41	\$ 5,973.38	\$ 6,203.43	\$ 5,857.99	\$ 6,080.90	\$ 6,315.09
Derived Cataloguer	786		D	\$ 280.38	\$ 270.29	\$ 260.70	\$ 265.59	\$ 275.69	\$ 286.31	\$ 270.37	\$ 260.66	\$ 291.47
Derived Cataloguer & Sr. Access Serv.Asc	787											
Digital Collections Programmer/Analyst	788											
Help Desk Advisor	789											
Preservation Specialist	790											
Resource Sharing Specialist	791											
Serials Acquisitions Specialist	793											
Web Designer	794											
Procurement Specialist	852											
Sr. Acquisitions/Administration Associate	890											
Administrative/Technical Support Associate	892											
Sr. Reference & Accessibility Services Associate	897											
Sr. Access & Access Services Associate												

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CUPE - F/T and P/T L1230

UofT External
 Personnel Area: 0001 0004
 Personnel Subarea: 0800 7300
 Pay Scale Type: 09 74
 Pay Scale Area: 03 03

Title	Job	Pay Scale Grp		01.07.2023			01.07.2024			01.07.2025		
				Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Conservator	803	3U	A	\$ 80,038	\$ 83,585	\$ 87,305	\$ 81,639	\$ 85,256	\$ 89,050	\$ 83,109	\$ 86,791	\$ 90,653
Facilities, Shipping&Receiving Lead Hand	804		M	\$ 8,669.86	\$ 8,985.38	\$ 7,275.38	\$ 8,803.26	\$ 7,104.69	\$ 7,420.89	\$ 6,925.71	\$ 7,232.58	\$ 7,554.46
Executive Asst (Admin&Technical Support)	797		D	\$ 307.84	\$ 321.46	\$ 335.79	\$ 314.00	\$ 327.91	\$ 342.50	\$ 319.65	\$ 333.81	\$ 348.60
Sr. Media Specialist	895											
Metadata Prod and Elec Access Specialist	1881											
Help Desk Analyst	805	2U	A	\$ 88,087	\$ 93,984	\$ 100,093	\$ 89,849	\$ 95,863	\$ 102,085	\$ 91,467	\$ 97,589	\$ 103,932
			M	\$ 7,340.62	\$ 7,831.98	\$ 8,341.06	\$ 7,487.44	\$ 7,986.62	\$ 8,507.88	\$ 7,622.21	\$ 8,132.42	\$ 8,661.02
			D	\$ 338.80	\$ 381.48	\$ 384.97	\$ 345.57	\$ 368.71	\$ 392.67	\$ 351.79	\$ 375.34	\$ 399.74
Computer Systems Admin.(Libr. Info.Syst)	806	1U	A	\$ 98,896	\$ 101,248	\$ 105,829	\$ 98,834	\$ 103,273	\$ 107,945	\$ 100,813	\$ 105,132	\$ 109,888
Sr Technology Support Administration	1766		M	\$ 8,074.69	\$ 8,437.31	\$ 8,819.05	\$ 8,236.19	\$ 8,606.06	\$ 8,995.44	\$ 8,384.44	\$ 8,760.97	\$ 9,157.35
			D	\$ 372.68	\$ 389.41	\$ 407.03	\$ 380.13	\$ 397.20	\$ 415.17	\$ 386.97	\$ 404.35	\$ 422.65

(*) where A - Annual Rate, M - Monthly Rate, D - Daily Rate

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UNPUBLISHED NEW LETTER OF INTENT: LIBRARY ASSISTANTS

~~Library Assistants (closed classification restricted to the employees named below) will have their pay rates increased effective on~~ On the date of ratification of the ~~2014-2017 2023-2026~~ renewal collective agreement, 8U Library Assistants (closed classification restricted to the employees named below) will be paid at the same rate as Step 1 of 7U (with the exception of Margaret Tucker who will be paid at the same rate as Step 1 of 6U). For clarity, these employees will be eligible to receive any negotiated Across-The-Board (ATB) increases, but will not be eligible for any step progression, to a monthly pay rate of \$3,834.84, as adjusted by the negotiated Across-The-Board (ATB) increases for July 1, 2014, January 1, 2015, July 1 2015, January 1, 2016 set out in the Memorandum of Agreement (MOA).

~~This adjusted monthly pay rate amount calculated as of the date of ratification will be prorated to their respective FTE. The employees named below will not be entitled to any retroactive increase based on their previous hourly wage. Furthermore, there will be no Step increases for this new monthly pay rate for Library Assistants.~~

~~The employees named below will be entitled to the negotiated ATB increase on July 1, 2016 of 1.25% as set out in the MOA based on this new monthly pay rate, pro-rated to their respective FTE. The employees named below will also receive the OTO payment of \$300 on the date of ratification. They will be entitled to receive the OTO payment of \$150 on July 1, 2016, as set out in the MOA.~~

The parties understand and agree that the Library Assistant classification and the corresponding pay rate noted above are extraordinary and agreed to on a without prejudice or precedent basis. ~~Further, the Library Assistant classification and the corresponding pay rate noted above are not subject to the grievance procedure, including but not limited to the job classification grievance procedure, and are not subject to requests for evaluation or grievances under the U of T Libraries Job Evaluation Plan.~~ In the event that a request for reclassification is submitted by or on behalf of any employee in the Library Assistant classification results in that employee's reclassification to another non-restricted classification under the Collective Agreement, then that employee shall become eligible for step increases in the normal course.

The employees affected by the above are as follows:

~~Charlotte Morgan McNeill (66% FTE)~~

Jeannie Pausa (66% FTE)

Julia Greenfield (55% FTE)

University of Toronto
March 27, 2024

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~~Kathy Sasonow-Bugden (66% FTE)~~

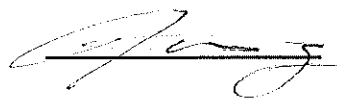
Margaret Tucker (66% FTE)

Alice Rachel Delph (66% FTE)

For the University




For the Union




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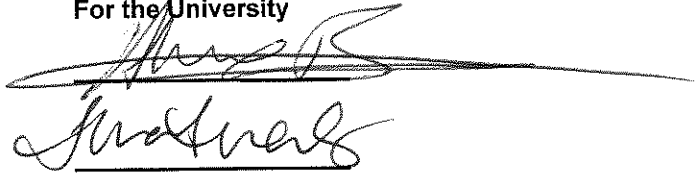
- 8:04 The list of Unions Stewards is as follows and the Employer agrees to amend the following list of Union Stewards during the term of the Agreement to reflect changes in the organization in order to ensure appropriate Steward representation of Union Staff.

Chief Steward	
One Steward-at-Large	Robarts Library, Music, Law Architecture, Business, <u>Thomas Fisher Rare Book Library, Archives, Downsview</u>
One Steward-at-Large	Gerstein Science Information Centre, <u>Engineering and Computer Science Library, Earth Sciences Library, Mathematical Sciences Library, Dentistry Library</u>
Gerstein Science Information Centre	<u>Two Three Stewards</u>
Materials Processing and Collection Development	<u>Two Stewards</u>
Information Commons	<u>Two Stewards</u>
East Asian Library	<u>One Steward</u>
Robarts Library	<u>Four Stewards</u>
East Asian Library, Canada Hong Kong Library	<u>Two Stewards</u>
Reference and Research Department	<u>Three Stewards</u>
Media Commons	-
Map and Data Library	-
Financial and Administrative Services	<u>One Steward</u>
Information Technology Services, and Development and Public Affairs	-
Access and Information Services (including UTL at Downsview and Resource Sharing)	<u>Two Stewards</u>
Thomas Fisher Rare Books Library (includes Collection Preservation)	-
UofT Archives & Records Management Services (UTARMS)	-
OISE Library	<u>Two Stewards</u>
Engineering and Computer Science Library	<u>One Steward</u>
Earth Sciences Library	-
Mathematical Sciences Library	-
Dentistry Library	-
Downsview	<u>Two Stewards</u>
Fisher/Archives	<u>One Steward</u>
Engineering and Computer Science Library, Mathematical Sciences Library, Earth Sciences Library, Dentistry Library	<u>Two Stewards</u>
Music Library, Law Library, OISE Library, Architecture Library	<u>Two Stewards</u>

University of Toronto
March 22, 2024

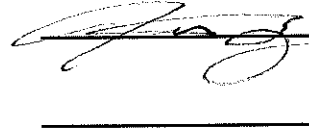
(11)

For the University



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For the Union



A handwritten signature in black ink, appearing to be 'Jag', written over a horizontal line.

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Paid Personal Leave of Absence

19:08 Commencing July 1st of each year, each employee shall be allowed for good reason up to ~~three (3)~~ **five (5)** days paid leave of absence annually which must be approved and granted by the employee's supervisor.

Paid Personal Leave may not be taken in units of less than one (1) hour.

~~Effective June 30, 2017 the number of days paid personal leave of absence shall be reinstated to up to four (4) days.~~

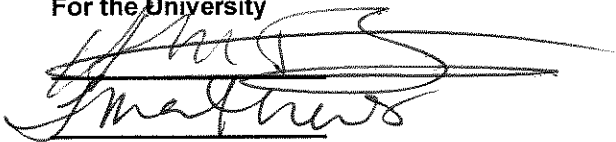
Employees working on a Part-Time, term or temporary basis will be eligible for paid personal leave of absence on a pro-rated basis. Employees shall be permitted to use paid personal leave of absence for the observance of religious holidays of their faith which fall on a day in which they would normally be required to work.

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

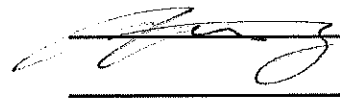
Each application for leave of absence must be made in writing, shall indicate the reason for the application therefor, and must be submitted to the employee's supervisor at least five (5) days in advance. In the event of an emergency, the requirement to provide five (5) days advance notice shall be waived, however the employee in applying for emergency paid personal leave of absence shall provide an explanation as to the nature of the emergency.

Employees will not be allowed to use personal leave of absence for purposes of extending vacations or extending a paid holiday. Requests for the observance of religious holidays adjacent to a statutory or paid holiday and/or vacation shall be granted.

For the University



For the Union



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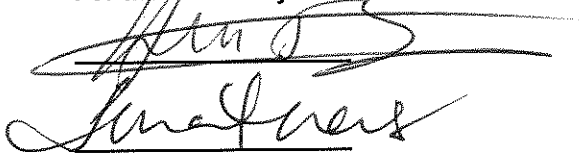
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Health Care Appointments

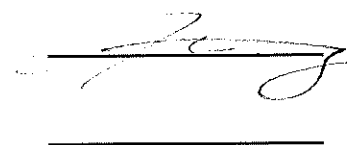
19:09 Where an employee cannot schedule a health care appointment outside of the employee's regular working hours, the employee will give as much advanced notice as possible, and will be given time off with pay necessary to attend the appointment up to ~~seven (7)~~ **twelve (12)** hours per year, pro-rated for employees working on a term or temporary basis and for Part-time employees based on appointment status as a percentage of full time hours. In such cases, the employee will attempt to schedule the appointment so as to minimize disruption to the employee's work day. Such leave may not be taken in units of less than one (1) hour.

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

For the University



For the Union



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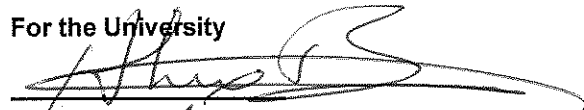
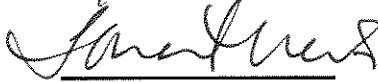
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Physician's Certificate

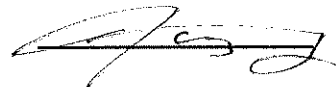
22:04 An employee, with prior written notification, may be required by the employee's supervisor to provide a doctor's certificate certifying that the employee is unable to carry out the employee's normal duties due to illness or injury. For clarity, prior to written notification shall mean any time prior to the employee's return to work. 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 expected return to work date, 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.

For the University

For the Union



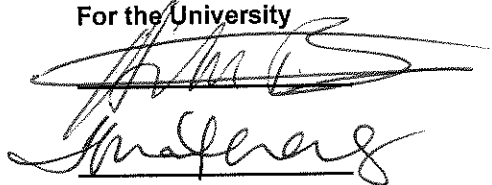

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Employee Information to the Union

33:06 The Employer will provide the Secretary-Treasurer of the Union, Local 1230 with on a ~~quarterly~~ monthly basis ~~(with compatible, electronic copy)~~ the following information: employee name, classification, organizational unit, date of hire, home address, ~~home~~ telephone number (where available), work email address ~~(where available)~~ and employment status (Full-Time, ~~or~~ Part-Time, temporary or term).

For the University



For the Union



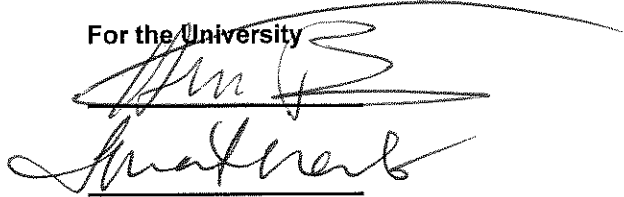
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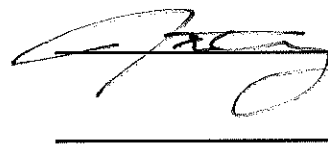
ARTICLE 39: MODIFICATION OR TERMINATION

39:01 This Agreement shall continue in force and effect until June 30, ~~2020~~ 2026 and thereafter shall automatically renew itself for periods of one (1) year each unless either Party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

For the University

A handwritten signature in black ink, appearing to be "Matthew", written over a horizontal line.

For the Union

A handwritten signature in black ink, appearing to be "J. Smith", written over a horizontal line.

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SCHEDULE X: SAFETY SHOE OR BOOT ALLOWANCE

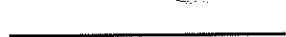
Where the Employer requires safety shoes or boots to be worn as a condition of employment, upon proof of original receipt the Employer will pay to the employee a safety shoe or boot allowance up to ~~one hundred seventy-five (175)~~ two hundred (\$200) dollars annually.

Safety shoes or boots must be Canadian Standards Association approved, and be in serviceable condition as determined by the employee's Supervisor. In the event that safety shoes or boots are determined to be no longer in serviceable condition by the employee's Supervisor, then the employee shall be reimbursed up to two hundred (\$200) dollars for a replacement pair of safety shoes or boots upon proof of original receipt.

For the University




For the Union

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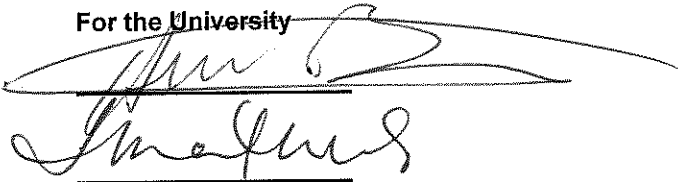
University of Toronto
March 27, 2024

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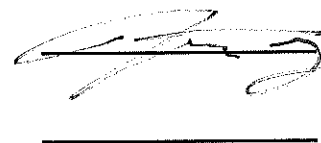
The University and the Union agree to **RENEW, AMEND or DELETE** as specified below the following Letters of Intent/Understanding for the term of the renewal Collective Agreement:

- Letter of Intent: Information Regarding Employee Benefits - **RENEW**
- Letter of Intent: Provision of Office Space - **RENEW**
- Letter of Intent: Departmental Training - **RENEW**
- Letter of Intent: Harassment Awareness Workshop - **RENEW**
- Letter of Intent: Pension Information - **RENEW**
- Letter of Intent: Accommodation - **RENEW**
- Letter of Intent: Educational Assistance - **AMEND**
- Letter of Intent: Tuition Waiver for Dependants - **RENEW**
- Letter of Intent: Memorandum of Agreement: Adjustment of Hours- Regular Part-Time Employees - **RENEW**
- Letter of Intent: Job-Related Training and Development Fund - **AMEND**
- Letter of Intent: Term Positions That Are Grant Funded and/or Funded from Outside the Central Library's Base Budget - **RENEW**
- Letter of Intent: Voluntary Retirement Incentive Program and Early Retirement Bridge Benefit Outside of the Pension Plan – Remaining Funds - **RENEW**
- Letter of Understanding: Employment Equity - **RENEW**
- Letter of Understanding: Domestic Violence - **RENEW**
- Letter of Agreement: Employee Child Care Benefit Plan – Regular Part-Time Employees - **RENEW**
- Letter of Agreement: Impact of Employment Insurance Legislative Changes - **RENEW**

For the University



For the Union



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

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University of Toronto
March 27, 2024

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LETTER OF INTENT: JOB-RELATED TRAINING AND DEVELOPMENT FUND

~~December 07, 2017~~ DATE

~~Ms. Leanne MacMillan~~ Cesar Serrano Valdivia

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

Dear **~~Ms. MacMillan~~ Mr. Serrano Valdivia,**

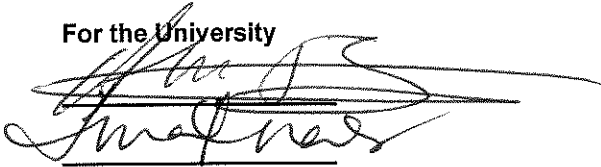
The University and the Union are committed to supporting the job-related training and development needs of the employees in the bargaining unit, in accordance with Article 38:02 of the Full-Time and Part-Time Collective Agreement. In this regard, during the term of the ~~2017—2020~~ **2023-2026** renewal Collective Agreement, the parties agree to form a Working Group comprised of three (3) representatives from the University and three (3) representatives from the Union. The parties agree that the Working Group will meet on a quarterly basis during the term of this Collective Agreement.

The Working Group will discuss ways to provide job-related training and development opportunities to the employees in the bargaining unit. In support of this, the University will establish a training fund in the amount of \$25,000 for the term of the ~~2017—2020~~ **2023-2026** Collective Agreement. The Fund will be administered by the University and recommendations from the Working Group will be given due consideration in determining how the fund will be utilized. The Working Group will be provided with data on utilization of the Fund in advance of the quarterly meetings to enable meaningful discussions.

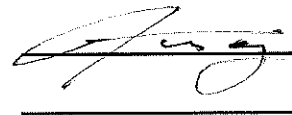
Yours truly,

Alexander Brat
Executive Director, Labour Relations

For the University



For the Union



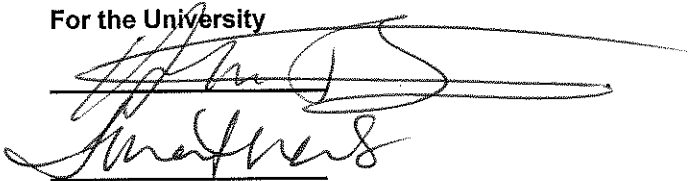
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references. The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

ARTICLE 5: NO DISCRIMINATION

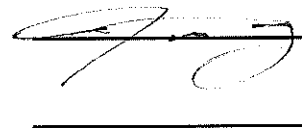
Employment Equity

5:03 The University and the Union are committed to equal opportunity in employment for women, ~~aboriginal~~ Indigenous ~~p~~Peoples, people with disabilities, and people who because of their race, colour, sexual orientation or gender ~~orientation~~ identity and expression have been ~~traditionally~~ historically, and continue to be, disadvantaged in Canada. The University and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns. 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.

For the University

A handwritten signature in black ink, appearing to be "Matthews", written over a horizontal line.

For the Union

A handwritten signature in black ink, appearing to be "G. J. J.", written over a horizontal line.

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Sexual Violence and Sexual Harassment

- 5:05 Sexual harassment shall be considered discrimination under Article 5:01 of this Collective Agreement.
- 5:06 The University will provide an environment where employees are not subjected to sexual violence and sexual harassment. Employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the *Ontario Human Rights Code*, the *Occupational Health and Safety Act* and the University's Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

For clarity, 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."

- 5:07 Employees making a Report under the University's Policy on Sexual Violence and Sexual Harassment shall be advised they have the right to be accompanied by a Union Representative at any stage of the process.
- 5:08 ~~The time limit for making a~~ 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 may be filed at any time in accordance with the Policy on Sexual Violence and Sexual Harassment. For clarity, there is no time limit for filing a Report under the Policy.~~

~~A grievance alleging sexual violence or sexual harassment shall be filed at Step 3. The 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 14 of this Collective Agreement.~~

An employee may file a grievance alleging sexual harassment or sexual violence if, after the University has exhausted available steps through the Policy, the employee is dissatisfied with the outcome; or if after sixty (60) working days from the date the written Report was finalized, signed by the employee, and submitted to the University's Sexual Violence Prevention and Support Centre, the University has not provided the employee with a response to the Report; or if the employee did not file a Report under the Policy.

If an employee files a grievance under Article 5:08, such grievance shall be filed at Step 3 of the grievance procedure. The time limits set out in Article 11:04 shall not apply to such grievances. The time limit for the University to issue a Step 3 response under Article 5:08 shall be sixty (60) working days.

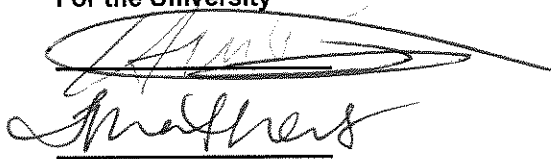
- 5:09 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 5:10 An employee who makes a report of sexual violence or sexual harassment may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
- 5:11 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.
- 5:12 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are CUPE 1230 members, both the Complainant and the Respondent shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of

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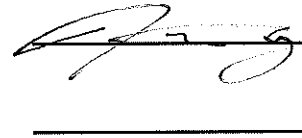
being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, 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.

For the University



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For the Union



A handwritten signature in black ink is written over a horizontal line.

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ARTICLE 7: PAID LEAVE

University Paid Leave

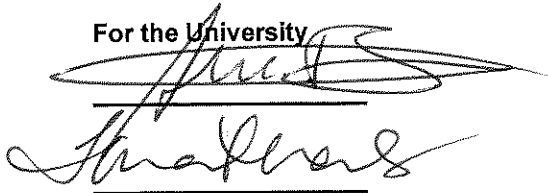
7:01 Up to a total of eight (8) days per month with pay will be granted as leave to Union Officials as designated by the Union for the purpose of conducting union business pertaining to either the Full-Time and Part-Time or Student Casual Bargaining Units. Arrangements for such time off shall be made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

Union Paid Leave

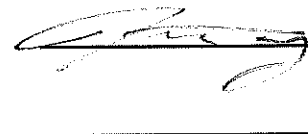
7:02 From time to time, the Union may request leave (to be paid by the Union) for Union Officials. Arrangements for such time off shall be made by the Union President in consultation with the Library Manager of Human Resources. The Union will endeavor to provide as much advance notice as possible. Such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

7:03 From time to time, the Union may request leave (to be paid by the Union) for employees in the bargaining unit. Arrangements for such time off shall be made by the Union President in consultation with the Library Manager of Human Resources. The Union will endeavor to provide as much advance notice as possible. Such leaves are subject to operational requirements and management approval.

For the University



For the Union



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Parental Leave

19:05

- a) An employee who is a parent of a child and who has been employed with the University for at least thirteen (13) weeks is entitled to a parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Both parents will be eligible to take a parental leave as follows:
 - i) up to thirty-five (35) weeks of parental leave for 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)~~ **seventy-eight (78)** weeks after the birth or after the child first comes into the custody care, and control of a parent or such other time as may be specified under the *Employment Standards Act, 2000* from time to time. This provision is not available to employees who have taken Primary Caregiver/Adoption Leave.
- c) For employees with one (1) year of service or more who provide the University with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following:
 - (i) For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
 - (ii) For an employee who takes parental leave for which a one (1) week waiting period has already been served in respect of the same child, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
 - (iii) For an employee who takes parental leave and is required to serve a one (1) week waiting period, ninety-five (95) percent of salary during the one (1) week waiting period, and the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for eight (8) weeks;
 - (iv) The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on

the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

- d) An employee who is entitled to a parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If 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 19.05(a) (i) or (ii) as applicable.
- e) An employee who have given notice to begin parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.
- f) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of the employee's 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 the employee intends to return.
- h) If an employee wishes to change the date of return to work to a later date (but subject to the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- i) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation. Eligibility for step and negotiated wage increase also continue during the period of an employee's parental leave.

For the University

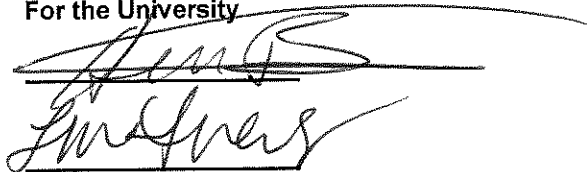
For the Union

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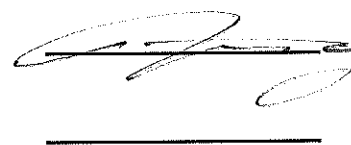
Compassionate Care Leave

19:14 The University will grant compassionate care leave to employees who take a leave of absence under the Family Medical Leave and/or Family Caregiver Leave provisions of the *Employment Standards Act*. For employees with one (1) year of service or more the University will pay up to the equivalent of the weekly Employment Insurance benefit for which the employee is qualified for the one (1) week waiting period provided that the employee applies for and receives Employment Insurance compassionate care benefits.

For the University

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For the Union

A handwritten signature in black ink, appearing to be "John G. ...", written over a horizontal line.

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Vacation Allowances

31:04 Employees shall be granted vacation with pay at their regular rate of pay on the following basis

<u>Length of Continuous Service as of employee's anniversary date (months)</u>	<u>Monthly Accrual Rate</u>
<u>First 60</u>	<u>1.250 days per month</u>
<u>61 – 72</u>	<u>1.333 days per month</u>
<u>73 – 84</u>	<u>1.417 days per month</u>
<u>85 – 96</u>	<u>1.500 days per month</u>
<u>97 – 108</u>	<u>1.583 days per month</u>
<u>109 – 120</u>	<u>1.667 days per month</u>
<u>121 – 132</u>	<u>1.750 days per month</u>
<u>133 – 144</u>	<u>1.833 days per month</u>
<u>145 – 156</u>	<u>1.917 days per month</u>
<u>157 – 168</u>	<u>2.000 days per month</u>
<u>169 or more</u>	<u>2.083 days per month</u>

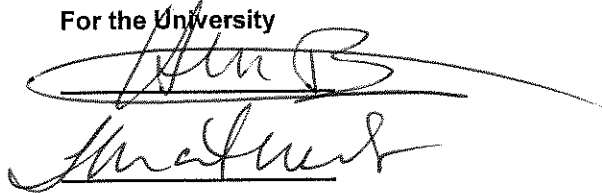
Vacation entitlement shall not be rounded up or down. Employees shall be entitled to take vacation credits earned to the nearest half (1/2) day. Vacation credits of less than half (1/2) a day shall be carried forward and shall continue to accrue.

<u>Length of Continuous Service as of employee's anniversary date</u>	<u>Total Days of Vacation</u>
1 month	1 day
2 months	2 days
3 months	3 days
4 months	4 days
5 months	5 days
6 months	6 days
7 months	7 days
8 months	8 days
9 months	9 days
10 months	10 days
11 months	11 days
1 year	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days

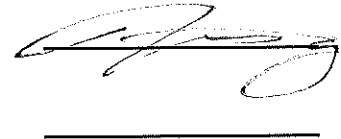
University of Toronto
March 22, 2024

_____	11 years	_____	21 days
_____	12 years	_____	22 days
_____	13 years	_____	23 days
_____	14 years	_____	24 days
_____	15 years	_____	25 days

For the University



For the Union



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University of Toronto
March 22, 2024

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LETTER OF INTENT: EDUCATIONAL ASSISTANCE

December 07, 2017 DATE

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

Dear **Ms. MacMillan Mr. Serrano Valdivia,**

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

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

Yours truly,

Alexander Brat
Senior Executive Director, Labour Relations

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EDUCATIONAL ASSISTANCE POLICY

INTRODUCTION

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

TERMS OF REFERENCE

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

ELIGIBILITY

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

PROVISIONS

1. One hundred (100%) percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking:

- a) a University of Toronto degree course, **up to and including flex-time PhD Programs and part-time Doctoral studies up to and including the Master's level.** For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee. For Master's level programmes, **flex-time PhD Programs and part-time Doctoral studies** the tuition waiver shall be limited to the part-time programme fee or three thousand **two hundred (\$3,000) (\$3,200)** dollars per academic year, whichever is less. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or three thousand **two hundred (\$3,000) (\$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

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- c) a University of Toronto course taken as a "special student"; or
- d) a diploma or certificate programme offered through Woodsworth College or other University of Toronto academic divisions, for which students are registered as University of Toronto students and receive diploma at Convocation in accordance with the University Policy on Diploma and Certificate Programmes. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee.
- e) 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 ~~seven hundred and fifty (\$750)~~ 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 of 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

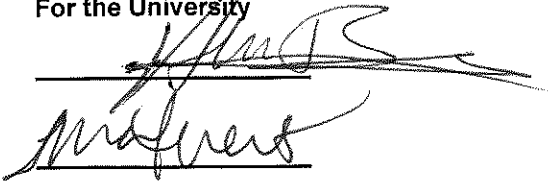
Fifty (50%) percent of tuition fees will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution (other than those in 1. above), up to a maximum of seven hundred and fifty (\$750) dollars per course and a combined 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:

1. Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire.
2. Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of their present job or directly related to their potential career. Individual courses, even though unrelated, will qualify provided they are a part of an eligible certificate, diploma or degree program.

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March 22, 2024

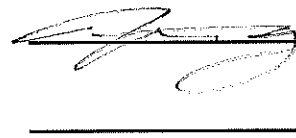
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For the University



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For the Union



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University of Toronto
March 22, 2024

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UNPUBLISHED LETTER OF INTENT: LIBRARY ACCESS FOR UNION NATIONAL REPRESENTATIVE(S)

DATE

Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 1230
80 Commerce Valley Drive East
Markham, Ontario
L3T 0B2

Dear Mr. Serrano Valdivia,

The Employer agrees to treat the National Representative(s) of the Union as a visiting Scholar for the purpose of Library access and, accordingly, issue upon request from the Union in writing to the National Representative(s) of the Union:

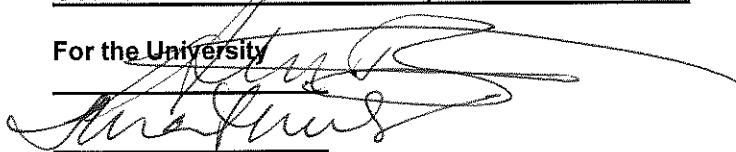
- (a) A library card to the University of Toronto Libraries**
- (b) A valid Username/password to access the University's Campus Wireless Network.**

There shall be no charge to the Union or to the National Representative(s) for the card and/or wireless access. Use of the card and wireless network shall be subject to the general regulations made from time to time by the University and/or the Library and subject to the terms and conditions of Library licence(s) for access to electronic resources.

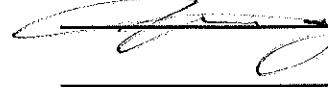
Yours truly,

Alexander Brat
Senior Executive Director, Labour Relations

For the University



For the Union



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

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