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WITHDRAWN IF NOT ACCEPTED WEDNESDAY, MARCH 27TH, 2024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 – STUDENT CASUAL (hereinafter called "the Union")

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

- 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.
- 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 10° are incorporated.

FOR THE UNITY FOR THE UNION

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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 wage rate

July 1, 2024 2.0% ATB increase to be applied to June 30, 2024 wage rate

July 1, 2025 1.8% ATB increase to be applied to June 30, 2025 wage rate

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

- 2) Effective July 1, 2024, delete the Start Rate in Schedule I: Wages for the Assistant Computer Access Facility Attendant and Student Library Assistant classifications only.
- 3) Effective date of ratification, Student Library Assistants will be paid a lead premium of \$2.00 per hour worked for any shift or partial shift when assigned to perform lead duties (see attached).
- 4) Effective date of ratification add <u>two (2) additional paid sick shifts</u> (i.e., the applicable number of hours during their scheduled shift) <u>per calendar year between September 1st and August 31st of each year inclusive</u>, for a total of four (4) paid sick shifts, as set out in Article XS: Sick Time (as attached).
- 5) Effective date of ratification, increase the amount of the safety shoe or boot allowance from \$175 to \$200 annually in accordance with Schedule III: Safety Shoe or Boot Allowance.
- 6) Employees actively employed in the bargaining unit shall be entitled to participate in the University's Employee and Family Assistance Program (EFAP).

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

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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.

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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 17, 2024 bi-weekly 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

or the University

Senior Executive Director, Labour Relations

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For the Union

COLLECTIVE AGREEMENTS



CUPE L1230 - Casual

UofT External

Personnel Area: 0002 0005 Personnel Subarea: 5350 7650

Pay Scale Type: 32 80

Pay Scale Area: 01 01 (biweekly pay)

Title	Job	Pay Scale Grp	01.07.2023					01.07.2024				01.07.2025					
			Start	Step 1		******		Step 1	Step 2				Step 1	Step 2			
Graduate Student Library Assistant	278	GSLA	29.85	30.73	***************************************			30.45	31.34				31.00	31.91			
Assistant Help Desk Advisor	115	AHDA	29.85	30.73				30.45	31.34				31.00	31.91			
			Start	Step 1	Step 2	Step 3	Step 4		Step 1	Step 2	Step 3	Step 4		Step 1	Step 2	Step 3	Step 4
Student Library Assistant	279	SLA	19.10	19.67	20.46	21.22	22.02		20.06	20.87	21.64	22.46		20.42	21.24	22.03	22.86
Assistant Computer Access Facility Attendant	114	ACAFA	19.10	19.67	20.46	21.22	22.02		20.06	20.87	21.64	22.46		20.42	21.24	22.03	22.86

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ARTICLE 23: JOB POSTING

- At least seven (7) working days prior to filling Student Casual vacancies, the Employer first will post notice of the said position in the Employer's offices and on the bulletin boards of the Library [three (3) of which shall be locked cases], and notify the Union, in writing, in order that all members will know about the position and be able to make written application therefore. Further, an electronic copy will be posted for distribution. Such notice shall contain the following information: nature of the position, job description, required knowledge and education, ability and skills, hours of work, and salary rate or salary range. All notices shall include information regarding the selection process (e.g., "The selection process for eligible, qualified candidates will include interview(s), a test or exercise and reference check(s).").
- 23:02 Any employee in the Bargaining Unit may make application for any vacant position arising out of Article 23:01 in the Full-Time and Part-Time Collective Agreement. In the event that the position is not awarded to a Full-Time or Part-Time employee, then applications submitted by Student Casual employees will be given consideration.
- 23:03 "Canadian Union of Public Employees, Local 1230 Student Casual" will be printed on all Job Postings for Bargaining Unit positions.
- 23:04 When a position has been filled arising out of Article 23:01, the Chief Union Steward will be advised of the selection of the successful candidate within five (5) working days.
- 23:05 An unsuccessful Student Casual employee who was interviewed for an advertised vacancy arising out of Article 23:01 of this Collective Agreement may request, and will be given, informal advice on how to prepare for such future job postings. This provision shall not be subject to Article 11: Grievance Procedure.
- 23:056 An employee in the Student Casual bargaining unit who applies for any vacant position arising out of Article 23:01 of the CUPE 1230 Full-Time and Part-Time Collective Agreement will be notified of the outcome of the employee's application. If unsuccessful, such an employee may request, and will be given, informal advice on how to prepare for such future job postings. This provision shall not be subject to Article 11: Grievance Procedure.

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.

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ARTICLE 37: MODIFICATION OR TERMINATION

37:01 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.

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ARTICLE XS: SICK TIME

XS:01 Sick time 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.

XS:02 Effective July 1, 2023 Aan employee shall be entitled to paid sick time as set out below:

- (a) The paid sick time entitlement shall be for <u>four (4) one (1)</u> scheduled <u>paid</u> shifts <u>between January 1st and June 30th inclusive</u>, and <u>one (1)</u> scheduled shift between July 1st and December 31st inclusive, in each year of the Collective Agreement <u>between September 1st and August 31st of each year inclusive</u>. Unused paid sick time shall not be accrued or banked.
- (b) The paid sick time will equal the wages that would have been payable for the scheduled shift, less deductions required by law.
- XS:03 Any sick time other than the paid sick time set out in Article XS:02, above, shall be without pay.
- XS:04 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work.

XS:05 An employee may, with prior warning from their manager, be required to provide a doctor's certificate certifying that the employee is unable to carry out their normal duties due to illness.

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NEW ARTICLE: LEAD PREMIUM FOR STUDENT LIBRARY ASSISTANTS

SLAs will be paid a Lead Premium of two dollars (\$2) per hour worked during any shift or partial shift when assigned to perform lead duties that include but are not limited to:

a) Assigned as point of contact for other employees.

b) Responsible for handling client inquiries that must be escalated in the absence of their supervisor or a staff member designated for that purpose.

For record keeping purposes the Lead assignment shall be documented in writing.

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SCHEDULE III: 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 and 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.

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