TUESDAY, OCTOBER 18th @ 4:00PM

MEMORANDUM OF AGREEMENT

BETWEEN

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

-and-

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 519
(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, 2021 to June 30, 2023.

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 35 are incorporated.

FOR THE UNIVERSITY

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FOR THE UNION

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DATED AT TORONTO THIS 18th DAY OF OCTOBER 2022
1. Across-the-Board (ATB) increases and adjustments to Schedule I: Wage Rates OPSEU - F/T L519 and OPSEU – F/T L519 Temp
   - July 1, 2021: 1.0% ATB increase to be applied to June 30, 2021 base salary
   - July 1, 2022: 1.0% ATB increase to be applied to June 30, 2022 base salary

   The July 1, 2021 increase will be retroactive only for those employees who are actively employed in the bargaining unit on the date of ratification.

2. As soon as practicable following ratification: $534 in lieu of two (2) Presidential Holidays that occurred between July 1, 2021 and June 30, 2022

3. As soon as practicable following ratification: $800 in lieu of the Civic Holiday, the Day before Christmas, and the Day before New Year's Day that occurred between July 1, 2021 and June 30, 2022

4. As soon as practicable following ratification: $950 in lieu of shift premiums for the period July 1, 2021 and June 30, 2022

5. In the event the University at its sole discretion declares Presidential Holiday(s) for the period July 1, 2022 to June 30, 2023, then $270 in lieu of each Presidential Holiday in that period

6. In the first full pay period following December 1, 2022, $404 in lieu of the Civic Holiday, the Day before Christmas, and the Day before New Year's Day of 2022 (1st of 2 installments)

7. In the first full pay period following December 1, 2022, $475 in lieu of shift premiums for the period July 1, 2022 to December 31, 2022

8. In the first full pay period following June 1, 2023, $404 in lieu of the Civic Holiday, the Day before Christmas, and the Day before New Year's Day of 2022 (2nd of 2 installments)

9. In the first full pay period following June 1, 2023, $475 in lieu of shift premiums for the period January 1, 2023 to June 30, 2023

   The University will make the lump sum payments under items 2. to 9. to all employees who are actively employed on the effective dates of each payment.

   The lump sum payments under items 2. to 9. shall be paid on a pro-rated basis for part-time employees.
Benefits

Effective December 1, 2022:

- Increase the combined maximum for Massage, Physiotherapy, Chiropractic, Naturopath, Osteopath, Acupuncturist, Homeopath & Occupational Therapist to $1,100 per benefit year
- Expand the list of paramedical practitioners to include Chiropodist & Podiatrist and Dietician & Nutritionist
- Increase the maximum for prescription eyeglasses or contact lenses to $600 every 24 months
- Add the costs of laser eye surgery for vision correction as an eligible vision care expense
- Increase the maximum for eye exams to $120 every 24 months
- Increase the combined maximum for Psychological, Master of Social Work or Psychotherapist to $2,700 per benefit year
- Increase the maximum for major restorative dental to $2,250 per benefit year
- Add breast pumps with a $500 lifetime maximum
- Add coverage for sperm wash & in vitro fertilization services
- Add non-hormonal intrauterine devices (IUDs) to the plan
- Add gender affirmation coverage to support plan members throughout their gender transition journey. Reimbursement of eligible expenses is subject to a diagnosis of "gender dysphoria" from a medical doctor, in addition to a reasonable and customary fee per claim of $5,000 and an overall lifetime maximum of $10,000. There will be two categories:

  Foundation: Includes reimbursement for core surgeries not covered by provincial or territorial coverage and services that assist in the physical alignment of the individual’s transitioned gender. Examples include vocal surgery, tracheal shave, chest contouring/breast construction, vaginal dilators, facial feminization, and laser hair removal.

  Focused: Includes reimbursement for surgical enhancement of the individual’s features that follows their accepted gender ideal. Procedures include nose surgery, liposuction/lipofilling, face/eyelid lift, lip/cheek fillers, hair transplant/implants, and gluteal lift/implants.

Other Benefit Items:

- Retroactive to July 1, 2021, the parties agree to amend the normal retirement date under the long-term disability (LTD) plan to align with the normal retirement date under the new University Pension Plan (UPP). Accordingly, excluding individuals who were in receipt of LTD benefits and retired prior to the date of ratification, LTD benefits will terminate on the last day of the month in which the member attains the age of 65. Under the former
plan, LTD benefits terminated on the 30th day of June coincident with or following the member's 65th birthday.

- Retroactive to July 1, 2021, the parties agree to amend the LTD plan to have the cost-of-living adjustment take effect on the same date that the Across-The-Board (ATB) wage increase is effective for active employees. Prior to July 1, 2021, the cost-of-living adjustment for employees on LTD took place once the employee received 12 months of benefit payments and each subsequent 12-month period.

- Delete Article 28:08 – Semi-Private Hospital Accommodation Plan and incorporate Semi-Private Hospital into the Extended Health Care Plan.

For the University

[Signature]

For the Union

[Signature]

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LETTER OF INTENT: EDUCATIONAL ASSISTANCE POLICY

July 25, 2018  DATE

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

Dear Ms. Beckford,

Members of this bargaining unit holding full-time appointments or part-time appointments of twenty-five (25) percent or more are eligible for the provision of this Policy, however, in the case of part-time staff members, for the first three (3) years of continuous service, the funding is prorated in accordance with the part-time appointment.

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

Yours truly,

Alex Brat  
Sr. Executive Director, Labour Relations

UoT & OPSEU 519
EDUCATION 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 under PROCEDURES.

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. One hundred (100) Percent Tuition Waived

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

a) a University of Toronto or Ontario Institute for Studies in Education degree course, up to and including the Master's level (excluding deregulated programs) 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 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 ($3,000) 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 ($3,000) 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) those courses offered by the School of Continuing Studies that are work or job-related, up to six courses per academic year to a maximum of $500 per course. The waiver of tuition fees for some courses offered through the School of Continuing Studies is considered a taxable benefit. a maximum of seven hundred and fifty ($750) 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). 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, or

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 part of an eligible certificate, diploma or degree program.

The University agrees to provide to employees in the bargaining unit who have successfully completed their probationary periods in accordance with the Collective Agreement, the benefits of the University's Educational Assistance Policy for Administrative non-union staff, as attached hereto. It is agreed that the University may amend the aforesaid Policy from time to time.

For the University

[Signature]

For the Union

[Signature]

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UofT & OPSEU 519
NEW - 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.

For the University

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For the Union

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UofT & OPSEU 519
Sexual Violence and Sexual Harassment

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

2:03 The University will provide an environment where employees are not subjected to sexual violence and sexual harassment. Employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the Ontario Human Rights Code, the Occupational Health and Safety Act and the University's Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

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

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

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

2:05 The time limit for making a Report under the University's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual harassment under this Collective Agreement 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, shall be no
longer than twelve (12) months after the occurrence of the matter that is the subject of the report/grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee’s control prevented the employee from grieving within the time limit.

A grievance alleging sexual violence or sexual harassment shall be filed at Step Two. The Executive Director of Labour Relations (or designate) will give a written decision to the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 10 of this Collective Agreement.

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 2:05, such grievance shall be filed at Step Two of the grievance procedure. The time limits set out in Article 9:03 shall not apply to such grievances. The time limit for the University to issue a Step Two response under Article 2:05 shall be sixty (60) working days.

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

2:07 An employee who makes a report of sexual violence or sexual harassment may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

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

2:09 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are OPSEU Local 519 members, both the Complainant and the Respondent shall be entitled to raise an objection to the University’s choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of
being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

For the University

For the Union

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Racial Discrimination

2.11 An employee who files a grievance under the Collective Agreement alleging that the employee has been discriminated against because of race contrary to Article 2:01 may, if the employee chooses, meet with the University's Anti-Racism and Cultural Diversity Officer prior to Step One of the grievance procedure and may be accompanied by a Union Representative if the employee so chooses. Thereafter an employee may resume the grievance process.

2:11 An employee may file a grievance alleging that they have been discriminated against on the basis of race if, after the University has exhausted available steps under the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment, the employee is dissatisfied with the outcome; or if sixty (60) working days have elapsed from the date the written complaint was finalized, signed by the employee, and submitted to the University, and the University has not provided the employee with a response to the complaint; or if the employee did not file a complaint under the Guidelines.

For the University

For the Union

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ARTICLE 3: EMPLOYMENT EQUITY

3:01 The University and the Union are committed to equal opportunity in employment for women, men, aboriginal peoples Indigenous Peoples, persons people with disabilities, and persons people who are because of their race, or colour, sexual orientation or gender identity and expression have been historically, and continue to be, disadvantaged in a visible minority 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 individual available for recruitment and promotion by the University.

For the University

[Signature]

For the Union

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Labour/Management Committee

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

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

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

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

For the University

[Signature]

For the Union

[Signature]

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Information – New Hires

7:XX On the date of hire, the Employer shall advise each new employee that a Union Agreement is in effect and provide them with information on union orientation and contact information for the local Union President. Probationary employees shall be entitled to a thirty (30) minute orientation session with the Union, without loss of pay or benefits within the first three (3) months of their start date. The Employer will arrange for this session to occur during the probationary employee’s regularly scheduled shift. Group sessions for probationary employees will be arranged wherever practicable.

For the University

[Signature]

For the Union

[Signature]

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ARTICLE 10: MEDIATION / ARBITRATION

10:01 Prior to referring a grievance to arbitration, the parties will discuss the possibility of mediation, using a mutually agreed upon mediator, in the interests of resolving disputes as early as possible. The Union or the University may withdraw from the mediation process at any time and resume the grievance process.

10:02 If the grievance is not settled at Step Two, either party may notify the other within a further period of fifteen (15) 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.

10:03 The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of the party’s 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.

10:04 Each party shall jointly and equally bear the fees and expenses of the arbitrator. No grievance may be submitted to an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.

40:05 Alternatively, the parties may by mutual agreement agree that the grievance be referred to a board of arbitration.

The party who gives notice that the grievance be referred to a board of arbitration shall notify the other party of the name and address of the party’s nominee to the proposed arbitration board. The party who receives the notice of intention to proceed to a board of arbitration shall then notify the other party of the name and address of their party’s nominee to the proposed arbitration board within ten (10) working days after receiving the notice. The two (2) nominees shall attempt to select a chairperson for the board. If they are unable to agree upon the selection within a further period of ten (10) working days after the appointment of the second nominee, either of the parties shall then have the right to request the Minister of Labour to appoint a chairperson for the board.

10:06 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.

10:07 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.
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ARTICLE 11: PROBATIONARY EMPLOYEES

11:01 New employees will be considered as probationary employees and will not acquire seniority until after they have completed one (1) year of active employment (i.e., days actually at work at the University) worked for a period of one (1)-year, from the date of last hire by the Employer or from the date of last entering the bargaining unit.

All new employees shall be hired on a probationary basis for a period of one (1) year of active employment (i.e., days actually at work at the University). Employees on probation will be given orientation, training as deemed appropriate by Employer, and will be provided with written evaluations approximately quarterly.

The Employer may discharge an employee at any time during the probationary period, without cause and at the sole discretion of the Employer, unless the discharge was discriminatory, arbitrary or made in bad faith.

In the event the employee is discharged they shall be entitled to submit a grievance under Article 9:06 of the collective agreement.

For the University


For the Union

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ARTICLE 13: PART-TIME AND TEMPORARY EMPLOYEES

13:01 The primary intent in employing part-time and temporary employees is to fill vacancies of a temporary nature resulting from the absence of regular employees due to illness or leave of absence and/or resulting from temporary operational requirements. For clarity, part-time and temporary employees will not be utilized to staff positions of a continuing nature. **Part-time employees will not normally be scheduled to work full-time hours. If full-time employees are unavailable, absent, or on leave, then part-time employees may be scheduled to work full-time.**

Part-time and temporary employees shall be governed by the terms of this agreement, except the following articles which shall not apply to such employees: Seniority Articles 12:01 to 12:06 inclusive; Job Security Article 14:01; Hours of Work Articles 15:01 to 15:15 inclusive; Paid Holiday Article 16:01; Vacation Article 17:01; Sick Leave Articles 18:01 to 18:13 inclusive; Progression Article 20:01 to 20:02 inclusive; Job Posting Articles 21:01 to 21:07 inclusive; Leave of Absence Articles 25:01 to 25:16 inclusive; Benefits Articles 28:01 to 28:09 inclusive; **Clothing and Equipment Article 29:04.**

Part-time and temporary employees shall be entitled to vacation pay of four (4) percent of gross earnings payable on each pay.

Part-time and temporary employees will be paid out statutory holiday pay on a pay date following the paid holiday. Paid holidays and paid holiday pay will be in accordance with the terms of the *Employment Standards Act.*

Part-time and temporary employees will be paid no less than the starting rate for the classification as set out in Schedule I: WAGE RATES. When determining the wage rate for part-time and temporary employees, the Employer shall give due consideration to previous experience as Special Constables, Police Officers or Emergency Service Communication Operators.

The Employer will provide the Union with a copy of the letter of offer for part-time and temporary employees hired in accordance with this Article. The letter of offer will include the name, classification, rate of pay and start date of the employee, as well as the duration of the assignment if known at time of hire.

For the University

[Signature]

For the Union

[Signature]

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Physician's Certificate

18:07 An employee may, with prior notification, 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.

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

For the University

[Signature]

For the Union

[Signature]

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ARTICLE 21: JOB POSTING

21:01 At least ten (10) working days prior to filling any vacancy covered by the terms of this Agreement, the Employer first will notify the OPSEU Local 519 President and Staff Representative and post notice of the vacant position on the Employer’s website. Such notice shall contain the following information: nature of position, job description, required knowledge and education, ability and skills, hours of work, work location and salary rate.

Employee applicants must apply in accordance with the requirements set out in the electronic posting and will receive acknowledgement of the receipt of their application.

21:02 It is agreed that employees in the bargaining unit shall be given first consideration in accordance with the provision of Article 21:01. If the Employer is unable to does not select from amongst those applicants a successful candidate, then applications from outside the bargaining unit will be given consideration in filling the vacancy.

21:03 When selecting an employee applicant to fill a posted vacant bargaining unit position, the Employer agrees to use all available information to determine which employee applicant is best qualified to fill the position. The Employer will consider their education, knowledge, and ability to perform the job. Where the Employer determines that the qualifications for the position are relatively equal between the internal applicants, seniority shall be the governing factor.

For the University

[Signature]

For the Union

[Signature]

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Parental Leave

25:05

(a) An employee who is a parent of a child and who has been employed with the University for at least thirteen (13) weeks is entitled to a parental leave following the birth of the child or the coming of the child into a parent’s custody, care and control for the first time. Both parents will be eligible to take a parental leave as follows:

(i) up to thirty-five (35) weeks of parental leave for 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 25.05 (a) (i) or (ii), as applicable.

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

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

(f) 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.

(g) If an employee wishes to change the date of return to work to a later date (but to the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.

(h) Seniority, vacation, benefits, and pensionable services continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation. Eligibility for negotiated wage increases also continue during the period of an employee's parental leave.

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

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 28: BENEFITS

28:01 At the conclusion of thirty-(30)-working days of service, a full-time regular employee shall be enrolled in the applicable University of Toronto benefit programs in accordance with the provisions of this Agreement.

For the University

[Signature]

For the Union

[Signature]

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.
Pension Plan

28:02 The Employer and the employees shall continue to make contributions to the Pension Plan for Staff of the University of Toronto in accordance with the provisions and regulations of the said plan during the term of this Agreement.

Employees who become eligible shall be enrolled in the said pension plan on the date of eligibility. Notwithstanding, the Employer shall have the right to amend or change the said Pension Plan during the term of this Agreement.

For the University

[Signature]

For the Union

[Signature]

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

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Semi-Private Hospital Accommodation Plan

28:08  The Employer shall subsidize the cost to the employee of the University of Toronto Semi-Private Hospital Accommodation Plan at seventy-five (75) percent of the monthly premium, for all participating employees.

The parties agree to be governed by the provisions and regulations of the Semi-Private Hospital Accommodation Plan during the term of this Agreement.

The Employer shall have the right to amend or change the Semi-Private Hospital Accommodation Plan during the term of this Agreement.

For the University

For the Union

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

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ARTICLE 32: TERM OF AGREEMENT

32:01 This Agreement shall continue in force and effect until June 30, 2024, and thereafter shall automatically renew itself for periods of one 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.

32:02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

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

- Letter of Intent: Time Off in Lieu of Overtime and Paid Holiday – RENEW
- Letter of Intent: Overtime Assignments – RENEW
- Letter of Intent: Tuition Waiver for Dependents – RENEW
- Letter of Intent: Educational Assistance Policy – AMEND
- Letter of Intent: Legal Indemnification – RENEW
- Letter of Intent: Duties & Responsibilities of Corporals – RENEW
- Letter of Intent: Acting Corporal – RENEW
- Letter of Intent: Special Constable Status – RENEW
- Letter of Intent: Training Fund – RENEW
- Letter of Intent: Levelling – RENEW
- Letter of Intent: Orientation for New Employees - DELETE
- Letter of Agreement: Impact of Employment Insurance Legislative Changes – RENEW
- Letter of Agreement: Domestic Violence - AMEND

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.

UoT & OPSEU 519
LETTER OF AGREEMENT: DOMESTIC VIOLENCE

July 25, 2018 DATE

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

Dear Ms. Beckford,

The University and the Union agree that all employees have the right to be free from domestic violence. The University recognizes the importance of providing timely and flexible assistance and support to employees experiencing domestic violence. Such assistance and support must be specific to individual needs. Accommodation and Supports that may be considered include but are not limited to leaves of absence under various provisions of this Collective Agreement, short-term emergency housing, assistance in finding longer-term housing, and access to campus and community support, including Human Resources, Health & Well-Being Programs & Services, the Community Safety Office, the Employee Family Assistance Program (EFAP), and the Sexual Violence Prevention and Support Centre.

Yours truly,

Alexander Brat
Sr. Executive Director, Labour Relations

For the University

[Signature]

For the Union

[Signature]

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.
Housekeeping Items

- Replace all instances of “Human Resources & Equity” with “People Strategy, Equity & Culture”
- Replace all instances of “Executive Director, Labour Relations” with “Senior Executive Director, Labour Relations”
- Implement gender neutral language where applicable
- Maintain original dates on all LOIs/LOUs
- Append the MOA – Consent to Conversion to the UPP to the Memorandum of Settlement and the renewal Collective Agreement
  - Delete all references/language in respect of the University of Toronto Pension 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.
APRIL 23, 2019 WITHOUT PREJUDICE OR PRECEDENT UNIVERSITY PROPOSAL - WITHDRAWN IF NOT ACCEPTED BY MAY 17, 2019

MEMORANDUM OF AGREEMENT ["MOA"]

BETWEEN

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

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 519
(herinafter 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 July 20, 2018 which shall expire on June 30, 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 May 17, 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 2.15(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 0.11% Special One-Time-Only adjustment to June 30, 2019 base salary (not compounded with July 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 28:02 -- Pension Plan 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

FOR THE UNION

DATED AT TORONTO THIS 29 DAY of May 2019.