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 2484
(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 31 are incorporated.

FOR THE UNIVERSITY

FOR THE UNION

DATED AT TORONTO THIS 31ST DAY OF MARCH, 2023
1) Across-the-Board (ATB) increases and adjustments to Schedule I: Wages

July 1, 2021  2.6% ATB increase to be applied to June 30, 2021 base salary
July 1, 2022  2.7% ATB increase to be applied to June 30, 2022 base salary

- Both of the above-noted ATB increases will be applied retroactively only for those employees who are actively employed in the bargaining unit on the date of ratification.

2) Upon ratification a $400 One-Time-Only (OTO) exceptional payment to each employee actively employed in the bargaining unit on the date of ratification.

Benefits

Effective May 1, 2023:

- 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.

UofT & CUPE Local 2484
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.

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.
Definition of Employees

3:03

(a) A regular full-time employee is a person employed by the Early Learning Centre who regularly works twenty-four (24) hours or more per week.

(b) A regular part-time employee is a person employed by the Early Learning Centre who regularly works less than twenty-four (24) hours per week.

(c) The Employer may employ Term employees for a time period of no less than three (3) months and no longer than 12 months, unless otherwise mutually agreed, in order to replace regular employees who are absent due to prolonged illness, injury, or leave of absence. Upon commencement of employment, the Employer will notify the Union of the name, date of hire, classification, and location of employment. Term employees shall be covered by the Collective Agreement, except that the following provisions shall not apply for the duration of their 12 month appointment: Letter of Intent: Educational Assistance, Letter of Intent: Fee Waiver for Dependents, Schedule II: Pension Plan, Schedule III: Long-Term Disability Plan, and Schedule IV – Group Life and Survivor Income Plan.

After six (6) months of continuous employment, a term employee shall be entitled to the following provisions of the Collective Agreement:

Schedule V: Dental Care Plan
Schedule VI: Extended Health Care Plan
Schedule VIII: Vision Care Plan

Clarity Note: Casual staff are not covered by this Collective Agreement.

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 25: EMPLOYEE PENSION-AND BENEFIT PLANS

25:01 Employees are eligible to participate in the Pension Plan; Long Term Disability Plan; Group Life and Survivor Income Plan; Dental Care Plan; Extended Health Care Plan; Semi-Private Hospital Accommodation Plan; Joint Membership Plan; and Vision Care Plan as summarized in Schedules "II" to "IX" attached hereto.

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.
SCHEDULE II: PENSION PLAN

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 the Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

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.
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

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.

UofT & CUPE Local 2484
No Discrimination

2:03

(a) The University and the Union are committed to equal opportunity in employment for women, aboriginal people, Indigenous 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.

(b) The University and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, gender orientation, gender identity, gender expression, religious belief, colour, ethnic origin, mother tongue, marital status, family status, political affiliation or belief, citizenship, sexual orientation, disability, as defined in the Ontario Human Rights Code, or age, as defined in the Ontario Human Rights Code, or record of offences, as those terms are defined in the Ontario Human Rights Code (if applicable), subject to the Ontario Human Rights Code provisions related to unless the employee's record of offences is a reasonable and bona fide occupational qualification because of the nature of the employment.

(c) The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to 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.
Workplace Harassment

2:04 The University will provide an environment where members employees of the bargaining unit are not subjected to workplace harassment. **Employees will not engage in workplace harassment.** In assessing whether workplace harassment may have occurred, the definitions and standards set out in the *Occupational Health and Safety Act* and the University's Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, shall be considered, including by an arbitrator in any arbitration pursuant to this section. **For clarity, the current Occupational Health and Safety Act defines “workplace harassment” as: “engaging in a course of vexatious comment or conduct against worker in a workplace that is known or ought reasonably to be known to be unwelcome.”**

For clarity, workplace harassment may occur while on University of Toronto premises and in work-related activities or social events occurring off-campus. For clarity, workplace harassment that occurs through electronic means is covered by this Article.

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, **after 45 days have elapsed from the date the written complaint was brought to the attention of the University, identifying the conduct alleged to constitute workplace harassment, the University has not provided the employee with a response to the complaint.** Such grievance will be filed at Step 2 of the grievance procedure. If not resolved at Step 2, the parties may agree to mediation or facilitation before an agreed upon mediator or facilitator must occur before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

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

8:01 The Employer shall not bargain with or enter into any Agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

8:02 Union Stewards normally carry out their functions under this Agreement during their normal working hours. It is understood that Union Stewards are employees in this bargaining unit with regular duties in accordance with their classifications and they will not leave their regular duties for the purpose of handling grievances or any other matters related to their functions as Union Stewards without obtaining the permission of their supervisor. Such permission shall not be unreasonably withheld.

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 10: GRIEVANCE PROCEDURE

Informal Step

10:01 An employee having a complaint which may become a grievance arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement will first take up the complaint within fifteen (15) working days after the occurrence of the matter which is the subject of the complaint with the employee’s supervisor, who will attempt to resolve it. Should the complaint fail to be resolved, the employee has the right to bring a Union Steward who may then attempt to solve the complaint with the supervisor and the employee. If the complaint remains unresolved, the employee may file a grievance at Step One of the Grievance Procedure.

It is the mutual desire of the parties that complaints with respect to the application, interpretation, administration or alleged violation of this Agreement be addressed as quickly as possible and it is understood that an employee or group of employees shall first give the immediate supervisor an opportunity to adjust a complaint before any grievance may be filed. This informal step must be initiated within fifteen (15) working days after the employee became aware or ought reasonably to have become aware of the circumstances giving rise to the complaint. This step may also be satisfied by the Union raising the complaint with the immediate supervisor on behalf of the employee or group of employees, in which case the appropriate Human Resources representative or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the appropriate Human Resources representative. The parties will attempt to resolve the complaint within five (5) working days from the date it was brought to the attention of the immediate supervisor or the Human Resources representative. Failing a satisfactory settlement within the five (5) working day period, then within a further five (5) ten (10) working days the complaint may be taken up as a grievance in the following manner:

At any step of the grievance procedure, the grievor may be present at the meeting(s) if requested by either party.

The University shall not be required to consider any grievance which was not filed within twenty-five (25) thirty (30) working days after the grievor became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.

Step One

10:02 An employee may request the employee’s supervisor to call the Union Steward to handle a specified grievance. The word “specified” as used in this paragraph is interpreted by the parties hereto to mean that an employee
is required to "state the nature of the grievance." The supervisor will arrange to send for the Union Steward without undue delay and without further discussion of the grievance. The Union Steward, with or without the employee present, will attempt to adjust the grievance with the supervisor, before it is given to the supervisor in writing.

If the grievance is not resolved by the supervisor, it shall be summarized in writing and signed by the employee involved and the employee's Steward, and submitted to the Manager of the Early Learning Centre by the President of the Union Local/Local Coordinator within ten (10) working days after having received an answer in writing from the supervisor. A meeting shall be arranged between the Manager of the Early Learning Centre and the President of the Union Local/Local Coordinator within three (3) working days of receiving the grievance. The Manager of the Early Learning Centre shall reply in writing to the President of the Union Local/Local Coordinator as soon as possible but not later than ten (10) working days if the grievance is not settled at this meeting.

The grievance shall be submitted, in writing, to the Labour Relations Department, along with the name of the immediate supervisor and Department, by the employee(s) or the Union. The nature of the grievance, the relevant provisions of the agreement, a general statement of relevant facts and the remedy sought shall be set out in the grievance. Within five (5) working days the Department Head or designate shall meet with the Union Grievance Committee (not to exceed two (2) in number) in an attempt to resolve the grievance. The Department Head or designate shall, within a further five (5) working days, give their decision in writing to the Union.

Step Two

10:03 If the grievance is not settled at Step One, the written grievance may be referred to the Executive Director, Labour Relations, by the National Representative of the Union, or designate, within five (5) working days of the President of the Union Local/Local Coordinator having received an answer in writing from the Manager of the Early Learning Centre. The Executive Director, Labour Relations or designate, together with the Manager of the Early Learning Centre or designate, shall meet with the National Representative of the Union or designate within five (5) working days of receipt of the grievance in order to resolve the dispute. The Executive Director, Labour Relations or designate shall reply in writing within five (5) working days if the grievance is not settled at this meeting.
the written grievance may be advanced by notifying the local Human Resources representative within ten (10) working days after receiving the Step One decision in writing. The local Human Resources representative shall forward a copy to the Division Head or designate, or alternatively directly to Step Three (3). The Division Head or designate shall, within ten (10) working days, meet with the Union Grievance Committee (not to exceed two (2) in number) in a further attempt to resolve the grievance. The Division Head or designate shall, within a further ten (10) working days, give their decision in writing to the Union.

Step Three

10:04 If the grievance remains unsettled at the conclusion of Step Two, the written grievance may be advanced by notifying the local Human Resources representative who shall forward a copy to the Senior Executive Director, Labour Relations or designate within ten (10) working days after receiving the Step Two decision in writing. The Senior Executive Director, Labour Relations or designate shall, within fifteen (15) working days, hold a meeting with the Union Grievance Committee (not to exceed two (2) in number), the Local Union President, and a staff representative of the Union, or designate, in a further attempt to resolve the grievance. The Senior Executive Director, Labour Relations or designate shall, within a further ten (10) working days, give their decision, in writing, to the Union.

Discipline Grievance

10:05 An employee having a grievance alleging improper discipline may file the grievance in accordance with Article 10:02 of the Collective Agreement within fifteen (15) days after the disciplinary action.

10:06 At each step of the grievance process the University representative may have with them, at any grievance meeting, an equal number of University representatives to the number of Union Representatives. Unless agreed upon in advance by the Union and the University, there shall be no more than three (3) representatives of the Union and no more than three (3) representatives of the University, not including the grievor and the person hearing the grievance.

10:07 When two (2) or more employees with the same Department Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step One of the grievance procedure.

10:08 A grievance arising directly between the University and the Union (which could not be grieved by an individual employee) shall be initiated at Step Three (3). Any grievance by the University or the Union as provided herein
shall be commenced within seven (7) ten (10) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.

10:09 The time limits provided in this Article may be extended by mutual agreement between the parties in writing.

10:10 Any step of the grievance process may be waived by mutual agreement of the parties.

10:11 Where no response to the grievance is given within the time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.

For the University
J. Doff

For the Union
R. O. C.

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 11: ARBITRATION

11:01 When either party requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other party and delivered by registered mail within twenty (20) calendar days of receipt of the answer to the grievance at Step 23. Where no written request for Arbitration is received within the time set out herein, the grievance shall be deemed to have been withdrawn and not eligible for Arbitration. In the event a grievance is referred to Arbitration in accordance with this Article, the Arbitrator shall be selected from amongst this list of Arbitrators:

Rob Herman
Louisa Davie
Kevin Burkett

A written request that a grievance be submitted to arbitration shall include the name(s) of the referring party's proposed Arbitrator. Within twenty (20) calendar days thereafter, the other party shall provide written notice that it agrees to an Arbitrator proposed by the other party or will propose the name(s) of another proposed arbitrator. If the parties are unable to agree on an Arbitrator, either party may then request the Minister of Labour for Ontario to appoint one.

11:02 No matter may be submitted to Arbitration, which has not been carried through the grievance procedure.

11:03 The Arbitrator shall hear and determine the grievance and the Arbitrator's decision shall be final and binding upon the parties hereto and the employees.

11:04 The Arbitrator's decision shall be consistent with the terms of the Collective Agreement. The arbitrator shall not alter, modify or amend any part of the Collective Agreement. The Arbitrator shall have the power to amend a grievance, modify penalties, or dispose of a grievance by any arrangement which the Arbitrator deems just and equitable.

11:05 The parties will jointly bear the fees and expenses of the Arbitrator.

11:06 The time-limits set out in this Article may be extended by mutual agreement of the parties, in writing.
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.
Probation for Newly Hired Employees

13:03

(a) A newly hired employee other than a casual employee shall be on probation for the first six (6) months of active employment (i.e., days actually at work at the University). For clarity, active employment does not include the University closure in December and January, unless the employee is required to work during that period. After three (3) months of active employment the Employer shall review the work performance of the employee and submit the evaluation to the employee. The employee shall have the right to have a Union Steward present at the meeting where this evaluation is submitted. Days worked need not be consecutive for purposes of calculating the period of probation. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, unless the employee is limited by the conditions of article 3:03 (c). After completion of the probationary period, seniority shall be effective from the original date of employment. During the probationary period an employee may be terminated at any time for a lesser standard than “just cause”. The parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge or substitute or provide any other remedy in the case of the discharge of a probationary employee, unless the discharge was discriminatory, arbitrary or made in bad faith.

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.
Negotiating Pay Provisions

22:01 Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer to a maximum of ten (10) days per person. This clause shall apply for a maximum of two (2) three (3) persons.

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.
Leave of Absence Without Pay

22:05

(a) The University may grant a leave of absence without pay and without loss of seniority for up to one (1) year if an employee requests it at least four (4) weeks in advance, in writing, and if the leave is for good reason and does not unduly interfere with operations. Such a leave of absence may be extended for up to one (1) additional year twelve (12) calendar months if there is a good reason for the extension and the University and the Union agree. Any request for an extension of a leave must be made, in writing, at least four (4) weeks prior to the expiration of the initial leave.

(b) The Union Steward will be notified of all leaves granted under this Article.

(c) Where an employee has been granted leave of absence without pay, in accordance with the above Articles, the Employer shall discontinue its share of contributions for the Pension Plan; Group Life and Survivor Income Plan; Long Term Disability Plan; Dental Care Plan; Extended Health Care Plan; Vision Care Plan; and Joint Membership Plan. In the event that the employee continues to have coverage under any of these plans, the Employer shall discontinue its share of contributions to those plans.

(d) The employee can make provisions for continuance of coverage of whatever welfare benefits programs in which the employee was enrolled prior to said leave of absence being granted by making direct payment to the University for both the Employer and employee premium payments. All premiums must be paid in advance and in accordance with the rules established by the Human Resources Department.

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.
Leave of Absence for Union Functions

22:07 Upon request to the Employer, an employee elected or appointed to represent the Union at conventions and conferences shall be allowed leave of absence with pay and benefits. The total of such leaves of absence with pay and benefits shall not exceed eight (8) ten (10) days for all members of the unit (combined) in any one (1) year. Up to an additional twenty-five (25) days may be taken without pay.

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.

UofT & CUPE Local 2484
Parents Advisory Committee

29:05 One (1) employee elected by the bargaining unit, will be entitled to participate on the Parents Advisory Committee in accordance with the Early Learning Centre Parents Advisory Committee Terms of Reference.

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 32: TERM OF AGREEMENT

Duration

32:01 This Agreement shall be binding and remain in effect from July 1, 2020 2021 to June 30, 2024 2023, and shall continue from year to year thereafter unless either party gives to the other party, notice in writing by April 1, 2024 2023 or in any year thereafter that it desires its termination or amendment. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

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.
NEW – ARTICLE XX:XX Labour-Management Committee

The Union and the University acknowledge the mutual benefit of open two-way communication. Therefore, the parties agree that there will be a joint Labour-Management Committee consisting of three (3) representatives from the University and three (3) representatives selected by the Union. The Staff Representative or National Representative of the Union may also attend such meetings. Meetings will be held on a quarterly basis and each party shall submit to the other a written agenda, fourteen (14) calendar days before the upcoming meeting. The University will discuss the agenda items with senior University representatives, as appropriate, and may invite such representatives to the meeting in order to address specific items on the agenda. Such items may include any known issue(s) that will potentially impact the bargaining unit and/or its members. Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify or amend any part of the Collective Agreement. A representative of each party shall be designated Co-Chairperson; the two (2) persons so designated shall alternate presiding over meetings.

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.

UoFT & CUPE Local 2484
NEW ARTICLE SS - Secondment

XX:XX

Recognizing the benefits of secondments in building transferrable skills and for overall career development for employees, the University will consider secondment requests as follows:

A non-probationary regular full-time or regular part-time employee in a continuing position who is the successful applicant for a term position within the University may, prior to accepting the term position, make a written request to their manager to take a temporary leave from the continuing position of up to two (2) years so that the employee may return to their continuing position at the end of the term position. The manager’s decision to grant or deny a secondment shall be based on reasons of operational efficiency and service effectiveness. Such requests shall not be unreasonably denied.

The employee will return to the continuing position that is being held for them at the end of the temporary leave if the position still exists. The University will provide any training it deems necessary for the employee to resume their duties in the continuing position. If the position is eliminated during the leave, the provisions of Article 16 shall apply.

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.
Housekeeping Items

- Replace all instances of "Day Care Centre" with "Child Care Centre"
- Replace all instances of "Workers Compensation Act" with "Workplace Safety & Insurance Act"
- 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"
- Append the MOA – Consent to Conversion to UPP to the Memorandum of Settlement and the renewal Collective Agreement

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.
MEMORANDUM OF AGREEMENT ["MOA"]

BETWEEN

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

– and –

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2484
(hereinafter referred to as the "Union")

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

WHEREAS the University and the Union are parties to a collective agreement dated November 29, 2017 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 Benefits Act before March 1, 2019, then the terms and conditions of this MOA will be null and void and will not be implemented.

2. Participation in the UPP

(a) Effective January 1, 2020, or, if later, the effective date of the UPP, employees who are active members of the Plan shall become members of the UPP ("Contingent UPP Members"), provided that they shall not accrue any service under the UPP until the later of the date that the Superintendent of Financial Services (or his or her successor) approves a transfer of the assets from the Plan to the UPP and July 1, 2021 (or such other date as the transfer may be approved or the parties may agree) (the "UT Conversion Date").
(b) Employees who become members of the Plan on or after January 1, 2020 but before the UT Conversion Date, will be enrolled in the UPP according to the UPP eligibility provisions as Contingent UPP Members.

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

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

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

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

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

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

   (1) 9.2% of Pensionable Salary up to the CPP Maximum Salary; and
   
   (2) 11.5% of Pensionable Salary over the CPP Maximum Salary

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

iii First year indexing [Sections 7.01(a) and 7.02 of the Plan] is removed from the Plan, and for greater certainty, those retiring under the Plan effective June 30, 2019 shall not have their pensions adjusted for first year indexing on July 1, 2019, except to the extent, if any, required by law; and

iv. Termination benefits equal to two times contributions [Sections 2.15(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 1.37% 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 25 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

[Signature]

FOR THE UNION

[Signature]

DATED AT TORONTO THIS 11 DAY of June 2019.