WEDNESDAY, APRIL 26, 2023 @ 7:45PM
WITHDRAWN IF NOT ACCEPTED BY WEDNESDAY, APRIL 26, 2023 @ 11:59PM
MEMORANDUM OF AGREEMENT

BETWEEN

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

-and-

UNIFOR – CANADA AND ITS LOCAL, 2003
(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 May 1, 2022 to April 30, 2024.

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 100 are incorporated.

FOR THE UNIVERSITY

[Signatures]

FOR THE UNION

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

- May 1, 2022 2.6% ATB increase to be applied to April 30, 2022 base salary
- May 1, 2023 2.7% ATB increase to be applied to April 30, 2023 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.**

3) The University will provide a Retiring Allowance outside of the University Pension Plan Ontario (the 'UPP') equivalent to two (2) months of base wages to each of up to **six (6)** employees, who are eligible for an unreduced pension in accordance with the provisions of the UPP, on the following basis:

   i) During a three (3) month window from May 1, 2023 to July 31, 2023, the University will accept applications from eligible employees for retirement on or after August 31, 2023, but no later than April 30, 2024.

   ii) If there are more than **six (6)** applications received during this period, the **six (6)** employees with the most seniority will be approved for the Retiring Allowance and their retirement date shall be irrevocable. Any employees not approved for the Retiring Allowance will have the option to rescind their application for retirement.

   iii) Retirement dates for all those approved for the Retiring Allowance shall be subject to management approval based on operational requirements, as well as the date at which the employee meets the eligibility criteria. For clarity, eligibility criteria must be met prior to retiring with a Retiring Allowance.

   iv) The total number of approved Retiring Allowances shall not exceed **six (6)**.

For clarity, eligible employees are those who, upon their elected retirement date, are eligible for an unreduced pension under one of the following provisions of the UPP:

- Early Unreduced Retirement Date; OR
- Normal Retirement Date; OR
- Postponed Retirement Date

4) **Effective the date of ratification of the renewal Collective Agreement, increase the shift premiums set out in Article 14:04 (a) and (b) by fifteen cents ($0.15) per hour respectively.**
5) Increase paid non-birth parent leave under Article 20:03 from up to two (2) days' to up to five (5) days' paid leave.

6) Increase meal allowance under Article 15:12 from not more than fifteen (15) dollars per meal to not more than twenty (20) dollars per meal.

7) Increase annual reimbursement amount for safety shoes/boots under Article 30:02 from up to two hundred (200) dollars to up to two hundred and thirty (230) dollars effective May 1, 2023.

8) Increase the number of pieces of uniform from six (6) to seven (7), and the number of coveralls from three (3) to four (4) annually under Article 30:01.

Benefits

Effective June 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.

  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.

UofT & Unifor Local 2003
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.

UofT & Unifor Local 2003
ARTICLE 9: GRIEVANCE PROCEDURE

Informal Step

9:01 The purpose of this article is to establish a procedure for settlement of grievances. It is the intent of this agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration, or alleged violation of this agreement. An employee having a potential grievance arising out of the interpretation, application, administration, or alleged violation of the collective agreement, will first take up the matter with their supervisor who will attempt to adjust it. The supervisor or designate will respond within four (4) working days of the alleged violation.

Step One

9:02 Failing satisfactory settlement under Article 9:01, an employee may request their 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 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 grievor shall submit the grievance in writing on a grievance form provided by the Union and signed by both the Union Steward and the grievor within fifteen (15) working days after the conclusion of the informal Step in Article 9:01, of the occurrence of the matter. Within five (5) working days of the submission of the grievance, the designated authority*, the grievor and the Union Steward shall meet.

The designated authority shall give their answer in writing within four (4) working days after the grievance meeting.

*Designated Authority (see Schedule II)

Step Two

9:03 If the grievance is not settled at Step One, a written grievance may be referred to the Senior Executive Director, Labour Relations or a designated representative of Labour Relations by the National Representative of the Union, the Local Union President or their designated representative within five (5) working days of receiving an answer in writing from Step One. A meeting shall be arranged by the Senior Executive Director, Labour Relations or a designated representative of Labour Relations with the National Representative of the Union, the Local Union President or their designated representative within five (5) working days of the receipt of the grievance in order to resolve the dispute. Included in the meeting, in addition to the above, shall be the grievor and the Union Steward. The Senior
Executive Director, Labour Relations or a designated representative of Labour Relations shall reply in writing within five (5) working days if the grievance is not settled at this meeting.

**Group Grievance**

9:04 Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievances as one (1) grievance subject to all applicable provisions under the grievance procedure, provided that such grievance shall commence at Step 1.

**Policy Grievance**

9:05 Should any difference arise between the Employer and the Union as to the interpretation or alleged violation of the provisions of this Agreement affecting the Union as such, or the employees as a whole, both the Union and the employer shall have the right to file a grievance as outlined in Article 9:03 at Step 2. This procedure shall not be utilized to circumvent a grievance which should properly be brought as an individual or group grievance.

A grievance of the Employer or a policy grievance of the Union must be sent in writing by registered mail or be personally delivered to the Senior Executive Director, Labour Relations or designated representative of the Employer or to the National Representative of the Union or their designated representative, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The parties shall meet to discuss any such grievance within ten (10) working days of receipt of the grievance. The Senior Executive Director, Labour Relations or their designated representative shall reply in writing within ten (10) working days. If the matter is not resolved then either party may notify the other in writing within a further period of fifteen (15) working days that it intends to proceed to arbitration as hereafter set out. The notice of intention to proceed to arbitration shall contain details of the grievance, a statement of the exact matter in dispute and a settlement of the relief sought from an arbitrator.

**Suspension/Discharge Grievance**

9:06 In the case of an employee being suspended or discharged, they may submit a grievance in writing to the Senior Executive Director, Labour Relations, or their designated representative, within ten (10) working days after the employee’s suspension or discharge. The Senior Executive Director, Labour Relations or a designated representative of Labour Relations shall meet with the National Representative of the Union or their designated representative within a further period of fifteen (15) working days after presentation of the grievance. Included in the meeting, in addition to the above, shall be the grievor and the Union Steward. If the grievance is not settled at this meeting, then either party may notify the other
in writing within a further period of fifteen (15) working days after the date of the meeting that it intends to proceed to arbitration as hereafter set out.

Time Limits

9:07 Saturdays, Sundays and paid holidays will not be counted in determining the time within which any action is to be taken or completed under the grievance, arbitration or job posting procedures. Time limits may be extended by mutual agreement in writing between the parties hereto.

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 18: SICK LEAVE

18:01 Sick leave is defined as absence because of an employee's illness or injury not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease or because of an accident for which compensation under the Workplace Safety and Insurance Act is not payable. The purpose of the sick leave is to provide against loss of earnings for employees who are prevented by sickness or accident from performing their regular duties.

Basis of Leave

18:02 Upon completion of their probationary period, employees are eligible for sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury.

Required to Call In

18:03 When an employee is unable to report to work due to sickness or injury, the employee will endeavour to notify the supervisor at least two (2) hours before the employee was scheduled to commence work, but in any event must notify the supervisor not later than one (1) hour before they are scheduled to commence work. The employee must inform the supervisor as early as possible of the probable date when that employee is able to return to work.

Doctor's Certificate

18:04 An employee may, with prior warning, be required by the University to provide a doctor's certificate certifying that the employee is unable to carry out their normal duties due to illness. This request will be made in advance, in writing. The Employer will only accept original medical certificates verified by a legally qualified and licensed medical practitioner that indicates first day of illness or injury, if known, first treatment date, and the prognosis for return to work, if known. The employee may with notice to the immediate supervisor, provide a faxed or scanned copy of the medical certificate in advance of the employee's return to work. The original copy of the said certificate must be provided immediately upon the employee's return to work. For absences of more than three (3) days, the employee will provide a doctor's certificate.

The Employer will, upon proof of payment, reimburse the employee for the cost of the certificate.

Where the Employer requires the employee to provide a doctor's certificate, the Employer will reimburse the employee for the cost of the certificate, provided it meets the above criteria and is accepted by the Employer, upon proof of payment satisfactory to the Employer.

18:05 An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety and
Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance Act* shall receive from the Employer the difference between the amount paid by the Workplace Safety and Insurance Board and the employee's regular salary, and the amount so paid shall be deducted from the employee's sick leave. Payment from the Employer shall not continue further when sick leave accumulated has been exhausted.

18:06 When an employee on a scheduled period of vacation is, by order of a physician, admitted to hospital as an in-patient and/or confined as a result of illness or accident, such employee shall be entitled:

a) to receive sick pay in accordance with Article 18, hereof in lieu of vacation, for the days of such vacation lost by reason of such hospitalization and/or confinement if under certified physician's orders, provided that a medical certification is given to the employee's immediate supervisor within ten (10) calendar days of the commencement of such hospitalization and/or confinement, unless there are extenuating circumstances making it impossible to produce the physician's certificate within the above time frame.

b) to the period of vacation lost by reason of such hospitalization and/or confinement, which shall be rescheduled and which shall not be considered as an automatic extension of the originally approved vacation schedule.

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 & Unifor Local 2003
Safety Shoes or Boots

30:02 The Employer requires safety shoes or boots to be worn as a condition of employment. The Employer will reimburse employees annually beginning on May 1, for safety shoes or boots upon production of original receipts as follows:

- Effective May 1, 2018 up to one hundred and eighty-five (185) dollars;
- Effective May 1, 2019 up to one hundred and ninety-five (195) dollars;
- Effective May 1, 2020 up to two hundred (200) dollars;
- Effective May 1, 2023 up to two hundred and thirty (230) dollars

The University will endeavour to reimburse members in a timely fashion.

Safety shoes or boots must be Canadian Standards Association approved, and be in serviceable condition as determined by the employee's supervisor.

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.
Class Specification

Lead Hand
- leads and assigns work to a group of Engineers;
- ability to lead, train, and communicate effectively;
- would have obtained either a 2nd or 3rd class operating engineer’s certificate; and
- A minimum of three (3) years relevant experience with at least
one (1) year experience as a 2nd or 3rd class licensed operating engineer with a minimum of one (1) year of experience at the University of Toronto.

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: Scheduling – DELETE
- **Letter of Intent: Alternative Scheduling - RENEW**
- Letter of Intent: Time Off in Lieu of Overtime Payment/Paid Holiday - RENEW
- Letter of Intent: Temporary Transfers - RENEW
- Letter of Intent: Job Classification Downgrading - RENEW
- Letter of Intent: Health & Safety Certification Training - RENEW
- Letter of Intent: Health & Safety - RENEW
- Letter of Intent: New Technology and/or New Equipment - RENEW
- Letter of Intent: Full Utilization of the Bargaining Unit – **AMEND RENEW**
- Letter of Intent: Pension Plan – DELETE
- Letter of Intent: Union Meetings - RENEW
- Letter of Intent: St. George Campus Shift Operations to Address Single Plant and Safety Issues - RENEW
- Letter of Intent: Lead Hand Rate at the St. George Central Steam Plant - **AMEND**
- Letter of Intent: Child Care Benefit Pool - RENEW
- Letter of Agreement: Impact of Employment Insurance Legislative Changes - RENEW
- Letter of Intent: CCMS – **DELETE RENEW**
- Letter of Intent: Sustainability Committee - RENEW
- Letter of Intent: Central Health & Safety Committee - **AMEND**
- Letter of Intent: Overtime Opportunities – St. George Campus - **AMEND**
- Joint Letter of Intent: Joint Training Working Group - **AMEND**

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 & Unifor Local 2003
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
Lou Anne Hill

For the Union

Artiicle 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.
Employment Equity

3:02 The University and the Union are committed to employment equity equal opportunity in employment for women, aboriginal 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 individuals available for recruitment and promotion by the University.

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.
Sexual Violence and Sexual Harassment

3:03 Sexual harassment shall be considered discrimination under Article 3:01 of this Agreement.

3:04 The University will provide an environment where employees are not subjected to sexual violence and sexual harassment. Employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the Ontario Human Rights Code, the Occupational Health and Safety Act and the University's Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

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

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

3:05 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.

3:06 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 2. The Executive Director, Labour Relations (or designate) will give a written decision to the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 10 of this Collective Agreement.

An employee may file a grievance alleging sexual harassment or sexual violence if, after the University has exhausted all 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 3:06, such grievance shall be filed at Step 2 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 2 response under Article 3:06 shall be sixty (60) working days.

3:07 No information relating to the grievor’s personal background or lifestyle shall be admissible during the grievance or arbitration process.

3:08 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.

3:09 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

3:10 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 Unifor, Local 2003 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

[Signature]

For the Union

[Signature]

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

3:11 The University will provide an environment where employees are not subjected to workplace harassment. Employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the Occupational Health and Safety Act and the University's Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct, and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment, as they exist from time to time, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. For clarity, the current Occupational Health and Safety Act defines "workplace harassment" as "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be welcome".

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 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.

Training

A training program for all Unifor Canada, Local 2003 represented employees will be implemented. This training will be provided to every member of the bargaining unit and managers during the life of the collective agreement.
For the University

Louanne Hill

For the Union

[Signature]

[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.
ARTICLE 6: UNION REPRESENTATION

6:01 The Employer agrees that there shall be a Union Steward(s) to represent bargaining unit employees **at each work area on each campus**. For the purpose of this article, work areas are defined as: Central, North, Southeast, Southwest areas of **Six (6) Stewards at** the University of Toronto at St. George **campus; two (2) Stewards at the University of Toronto at Mississauga campus; and two (2) Stewards at the University of Toronto at Scarborough campus**. It is understood that employees working at the Central Control and Monitoring System shall be included in the Southeast work area of the St. George Campus. The Union commits to elect a **Union Steward in at each work area campus** and where no one is elected, the Union Executive will appoint a steward for that **work area campus**. **Further the Union commits to electing or appointing Stewards such that adequate representation is provided across shifts.**

6:02 The Union acknowledges that Union Stewards have duties to perform on behalf of the Employer, and stewards will not absent themselves from such duties unreasonably in order to attend to the grievances of employees. In consideration of this acknowledgment and undertaking, the Employer will compensate them for the time spent in handling grievances of employees and attending to Union business. Such compensation shall not extend beyond normal working hours. They will be required to request leave from the Chief Engineer and/or Area Manager before leaving their work place and will report back to the Chief Engineer and/or Area Manager on returning to same.

6:03 The Employer agrees to pay not more than six (6) members, including the Union President, of the bargaining committee for any time lost from their regular employment for the purpose of conducting negotiations for contract renewal. In addition, the Employer agrees to pay those identified above up to **twelve (12) twenty-four (24) hours** pay for any time lost from their regular employment for the purpose of preparation for negotiations for contract renewal.

6:04 The Employer agrees that the National Representative or their duly authorized representative shall have the right to enter the plant and speak with the members of the Union during their working hours.

6:05 **The Employer shall make available a private space for the Union to caucus for up to one (1) hour prior to any meeting with the Employer.**
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: ARBITRATION

10:01 If the grievance is not settled at Step Two, either party may notify the other within a further period of five (5) working days after receiving the written reply that it intends to proceed to arbitration. The notice 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 arbitrator.

10:02 The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of 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 Minister of Labour for Ontario to appoint an arbitrator.

10:03 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.

10:04 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.

10:05 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.

10:06 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.
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: HIRING

11:01 In the event of the Employer wishing to employ operating engineers, the Employer shall first apply to the Union. If the Union cannot supply applicants satisfactory to the Employer, the Employer may then arrange to hire elsewhere. The Employer will advise the Union of such unsuccessful applicants. The Union shall be notified in the event the Employer hires elsewhere.

The Employer shall inform the Local Union President of the names and classifications of all newly hired employees in the bargaining unit within ten (10) working days of the commencement of their employment.

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.
ARTICLE 12: PROBATIONARY EMPLOYEES

12:01 New employees will be considered as probationary employees until after they have worked for a period of sixty (60) ninety (90) working days, from the date of last hire by the Employer. The Employer may discharge an employee at any time during the probationary period, without cause and at the sole discretion of the Employer.

At the conclusion of thirty (30) working days of service the employee shall be enrolled in the applicable University of Toronto benefit programs in accordance with this agreement.

In the event an employee is discharged they shall be entitled to submit a grievance under Article 9:06 of the Collective 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.
ARTICLE 13: SENIORITY

13:01 An employee shall be considered on probation and will not acquire seniority until after they have worked for a total of sixty (60) ninety (90) working days for the Employer, when their seniority shall commence from the last date of entering the bargaining unit.

13:02 In the event of a reduction of work, the least senior employee in each classification shall be the first laid off. Employees shall be recalled in the reverse order to that in which they were laid off.

13:03 When an employee is laid off, they shall have the option of displacing an employee in a lateral or lower classification, providing they have more seniority in terms of service within the bargaining unit than the employee in the lateral or lower classification. It is understood that when an employee exercises the option to displace an employee at a lower classification, they shall be paid the rate for the lower classification.

13:04 In the event a sale of a building results in a loss of work, affected members shall have the right to exercise their rights under Article 13.

Loss of Seniority

13:05 An employee shall lose all seniority and deemed to be terminated if the employee:

a) voluntarily quits or resigns from the employ of the University;

b) is justifiably discharged;

c) is absent from work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a bona fide explanation, in which case they shall be deemed to have resigned their employment with the Employer;

d) fails to return to work upon the expiration of a leave of absence, or utilizes a leave of absence for a purpose other than that for which it was granted unless excused by the Employer in writing;

e) has been laid off for more than twelve (12) twenty-four (24) consecutive months;

f) following a lay-off, fails to advise the Employer within five (5) days of receipt of notice to return to work, of their intention to return, or fails to report for work on the date and at the time specified in the said notice.

Temporary Lay-off Notice

13:06 The Employer shall notify the employees who are to be laid off five (5) working days before the lay-off is to be effective. If the employee to be laid off has not had the opportunity to work five (5) full working days after notice of lay-off, they shall be paid in lieu of that part of five (5) days during which work was not available.
Termination Lay-off Notice

13:07 The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:

Upon completion of the probationary period, but less than 1 year - 1 week
1 year of service, less than 2 years - 3 weeks
2 years of service, less than 4 years - 4 weeks
4 years of service or more - 1 week for each year of service to a maximum of 30 weeks

If an employee to be laid off has not been given the opportunity to work the amount of time specified in the above schedule, they shall be paid in lieu of that part of the notice required in the schedule during which work was not available.

One week’s pay is equal to the amount an employee would have received at their regular non-overtime work week.

Change of Address

13:08 It shall be the duty of the employee to notify the Employer promptly of any change of address and/or telephone number. If any employee should fail to do so, the Employer will not be responsible for failure of such notice to reach the employee.

Seniority List

13:09 A seniority list will be prepared and forwarded to the Local Union President office on a semi-annual quarterly basis commencing January of each year. The list shall include employee name, start date, classification, status (i.e., active, leave).

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.
Shift Premiums

14:04

(a) **Effective May 1, 2018, all** employees should be paid a shift premium of **eighty-five (85) cents one dollar ($1.00)** per hour for all hours worked on the afternoon shift where the majority of hours worked fall between 16:00 hours and 24:00 hours.

(b) **Effective May 1, 2018, all** employees should be paid a shift premium of **ninety-five (95) cents one dollar and ten cents ($1.10)** per hour for all hours worked on the night shift where the majority of hours worked fall between 00:00 hours and 08:00 hours.

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 & Unifor Local 2003
ARTICLE 15: HOURS OF WORK AND OVERTIME

15:01 The hours of work shall be eight (8) hours per day, forty (40) hours per week, in accordance with the regular shift schedule, provided that this shall not constitute a guarantee of hours of work per day or of days of work per week. Where alternative shifts are implemented the hours of work shall be eighty (80) hours per pay period, in accordance with the regular shift schedule, provided that this shall not constitute a guarantee of hours of work per day or of days of work per week.

15:02 Authorized overtime work performed in excess of the standard work week or the standard work day will be paid at the rate of time and one-half (1½) times the regular hourly rate. In the case of employees working alternative shifts, authorized overtime is work performed in excess of their standard work day or eighty (80) hours per pay period and will be paid at time and one-half (1 ½) times the regular rate of pay.

15:03 Where the Employer temporarily changes an employee’s shift, hours of work, and/or scheduled days from those presently worked by the said employee for reasons other than emergencies, unforeseen circumstances or situations beyond the University’s control, reasonable efforts will be made to notify the employee of such change as far in advance as practicable. Prior to making the change, where feasible, the Employer will first ask for volunteers from within the specific work unit, and/or jurisdiction as determined by the Employer. The Employer shall select and assign such volunteers with regard for operational needs, the qualifications and the ability of the employee to perform the normal requirements of the job satisfactorily. Where the qualifications and ability to perform the normal requirements of the job satisfactorily are determined by the Employer to be relatively equal between volunteers, seniority shall be the governing factor. Where there are insufficient volunteers to fulfill the requirements, the Employer will assign based on the above criteria in reverse seniority order within the specific work unit, and/or jurisdiction as determined by the Employer.

15:04 Where the Employer permanently changes an employee’s shift, hours of work, and/or scheduled days from those presently worked by the said employee, the Employer shall provide written notification to the employee and the Union at least twenty (20) working days in advance of the permanent change. Prior to making the change, where feasible, the Employer will first ask for volunteers from within the specific work unit, and/or jurisdiction as determined by the Employer. The Employer shall select and assign such volunteers with regard for operational needs, the qualifications and the
ability of the employee to perform the normal requirements of the job satisfactorily. Where the qualifications and ability to perform the normal requirements of the job satisfactorily are determined by the Employer to be relatively equal between volunteers, seniority shall be the governing factor. Where there are insufficient volunteers to fulfill the requirements, the Employer will assign based on the above criteria in reverse seniority order within the specific work unit, and/or jurisdiction as determined by the Employer. If an employee is reassigned based on reverse seniority, they may return to their original shift if a new employee is hired within that specific work unit and/or jurisdiction, as determined by the Employer, as soon as operationally feasible and in any event no later than three (3) months following the new employee’s date of hire.

For the University

Lori Anne Hill
Supervisor

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.
Meal Allowance

15:12 Employees required to work an extra continuous shift as overtime will be supplied with two (2) free meals, the value to be not more than **fifteen (15) twenty (20)** dollars per meal or the equivalent amount via direct deposit, in addition to overtime rates paid. If an employee is required to work overtime a complete half shift immediately following the employee's regular shift, the employee will be supplied with one (1) free meal, the value to be not more than **fifteen (15) twenty (20)** dollars per meal or the equivalent amount via direct deposit, in addition to overtime rates paid.

In the event twenty-four (24) hours' notice is given to the employee where overtime work is scheduled, meal allowance will not be paid.

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.
Pregnancy Leave

20:02

(a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the University prior to the probable date of delivery, and who presents to the Department or Division Head a doctor’s certificate or certificate from a midwife stating that the employee is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.

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

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

(c) Pregnancy leave of absence shall commence at the employee’s discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks’ notice being given to the University. If pregnancy-related complications force the employee to stop work before the employee has arranged their pregnancy leave, the employee has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the employee will be entitled to utilize sick leave in accordance with Article 18 until the actual birth of the baby, child, the expected date of delivery or the date the employee intended to start pregnancy leave as stated in their written notice, whichever comes first. An employee must give two (2) weeks’ notice of any change of the commencement of the pregnancy leave.

(d) If the employee has been on pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby child is
born and the employee will be entitled to take a parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of their return to work to an earlier date, the employee must give the University four (4) weeks’ written notice of the date on which they intend to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), the employee must give the University four (4) weeks’ written notice before the date the leave was to end.

(e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.

(f) Seniority, vacation, benefits, and pensionable service continue during the period of an employee’s pregnancy leave.

(g) At the end of the leave period provided in this policy, 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.
Non-Birth Parent Leave

20:03 Upon the birth or adoption of a child, a non-birth parent shall be granted up to **two (2) five (5) days**' paid leave of absence.

Application for such leave shall be submitted in writing to the employee's supervisor, at least two (2) days in advance. Such leave must be taken within the first month of the birth or an adoption.

For the University

[Signature]

[Signature]

For the Union

[Signature]

[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.
Parental Leave

20:04

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

(c) 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 20:04 (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.

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

(e) If an employee on parental leave wishes to change the date of their return to work to an earlier date, the employee must give the University four (4) weeks’ written notice of the date on which they intend to return.
(f) If an employee wishes to change the date of return to work to a later date (of not later than the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.

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

At the end of the leave period provided in this policy, 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

[Signatures]

For the Union

[Signatures]

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 & Unifor Local 2003
ARTICLE 25: RELIEVING HIGHER CLASSIFICATION

25:01 When an employee has been assigned to work in a job that requires a higher class of certificate or in a higher classification, they shall be paid at the appropriate rate for all hours worked on that assignment in excess of two (2) one (1) hours, including the initial two (2) one (1) hours.

For the University

Lori-Belle Hill

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.
ARTICLE 28: BENEFITS

Pension-Plan

28:01 The Employer agrees to provide a Pension Plan, the details of which are set out in Schedule III.

For the University

Louis Anne Hill

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.
Clothing

30:01 The Employer agrees to supply six-(6) seven-(7) pieces of uniform or three-(3) four-(4) coveralls annually on or about July 1st of each year. Employees who have completed the probationary period will be supplied with one (1) parka and one (1) spring/fall jacket. Thereafter, parkas and jackets will be replaced as deemed necessary by the employer.

For the University

Lori Anne Hill

Matthews

For the Union

[Signature]

[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 & Unifor Local 2003
ARTICLE 31: MODIFICATION OR TERMINATION

31:01 This Agreement shall continue in force and effect until April 30, 2024, and thereafter shall automatically renew itself for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

31:02 In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within fifteen (15) days following receipt of such notification. If, pursuant to such negotiations, an agreement on the amendment to this Agreement is not reached 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.
SCHEDULE II: DESIGNATED AUTHORITIES

The University will supply the Union with an updated list of Designated Authorities as required annually.

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.
SCHEDULE III: PENSION PLAN

The Employer and the employees shall continue to make contributions to the Pension Plan for Members of the Academic and Administrative 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.

***************

SCHEDULE IV: P2614 PENSION PLAN

Consistent with the University's policy requiring employees to retire at age 65, those employees who have paid-up annuities in the Maintenance and Ancillary Pension Plan (known as P2614) will now be required to retire on June 30th following or coincident with their 65th birthday without their pension benefits in the Plan being actuarially reduced. This requirement now brings the normal retirement age for those enrolled in the Maintenance and Ancillary Staff Pension Plan into line with those enrolled exclusively in the Pension Plan for Academic and Administrative Staff.

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 & Unifor Local 2003
SCHEDULE XII: EDUCATIONAL ASSISTANCE

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 PROVISIONS.

ELIGIBILITY

Bargaining unit employees 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:

   a) A University of Toronto degree course, up to and including the Master's-level flex-time PhD Programs and part-time Doctoral studies. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts and Science course tuition fee. For Master's level programmes, flex-time PhD Programs and part-time Doctoral studies the tuition waiver shall be limited to the part-time programme fee or two thousand five hundred ($2,500) a maximum of three thousand ($3,000) dollars per academic year, whichever is less. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or two thousand five hundred ($2,500) three thousand ($3,000) dollars per year, so long as the employee has already received a tuition waiver under this policy; or
b) a University of Toronto course taken as part of the “academic bridging” programme, or

c) a University of Toronto course taken as a “special student” or

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

e) courses offered by the School of Continuing Studies that are work or job related, up to a maximum of five hundred ($500) seven hundred and fifty ($750) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of two hundred and fifty ($250) 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:

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

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

UofT & Unifor Local 2003
For the University

Lori-Ann Hell

For the Union

[Signature]

Kleo

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
LETTER OF INTENT: PENSION PLAN

April 25, 2018

Mr. Bruce Teran
National Representative
Unifor-Canada National Office 205-Placer Court
Toronto, ON M2H 3H9

Dear Mr. Teran,

During the term of the collective agreement, and unless otherwise required by law, any changes to the required participant contributions, provisions or benefit provisions of the University of Toronto Pension Plan in respect of employees who are members of the bargaining unit will be subject to negotiation between the University and the Union. If the parties do not reach agreement, then they will jointly select and appoint a single arbitrator who will hear the matter and issue an award binding on the parties. The parties may agree to engage in mediation with a jointly selected and appointed mediator prior to commencing binding arbitration.

In the event of any amendments to the said plan during the life of the Collective Agreement, the employer will discuss with the Union any such amendments.

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University

Lori Anne Hill
Mathews

For the Union

[Signature]

---

Artic 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 & Unifor Local 2003
LETTER OF INTENT: LEAD HAND RATE AT ST. GEORGE CENTRAL STEAM PLANT

April 25, 2018

Mr. Bruce Teran  Ms. Kat Leonard
National Representative
Unifor Canada National Office
205 Placer Court 115 Gordon Baker Road
Toronto, Ontario
M2H 3H9  M2H 0A8

Dear Mr. Teran Ms. Leonard,

Shift Engineers (Engineer A) at the St. George Central Steam Plant will be paid at the Lead Hand rate during the term of the 2018-2024 2022-2024 Collective Agreement.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

For the Union

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

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 & Unifor Local 2003
LETTER OF INTENT: CENTRAL HEALTH & SAFETY COMMITTEE

April 26, 2018

Mr. Bruce Teran  Ms. Kat Leonard
National Representative
Unifor Canada National Office
205 Place Ceiling 115 Gordon Baker Road
Toronto, ON M2H 3H9 M2H 0A8

Dear Mr. Teran Ms. Leonard,

During the current round of collective bargaining, the University and the Union agreed to establish continue a Central Health & Safety Committee made up of eight (8) members, four (4) appointed by the Union and four (4) appointed by the University, as follows: two (2) Union and two (2) University members from the St. George campus, and one (1) Union and one (1) University member from each of UTM and UTSC. The Central Health & Safety Committee shall meet three (3) times per year, once at each campus.

The University and the Union further agreed that the first meeting of the Central Health & Safety Committee will be held at the St. George campus within ninety (90) days of ratification of the renewal collective agreement. The purpose of the first meeting shall be to commence discussions establishing the terms of reference for the Central Health & Safety Committee. For clarity, the Central Health & Safety Committee shall not be considered or deemed to be a Joint Health & Safety Committee (JHSC) in accordance with the Occupational Health & Safety Act or any other applicable legislation.

Yours truly,

Alex Brat
Senior 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.

UofT & Unifor Local 2003
LETTER OF INTENT: OVERTIME OPPORTUNITIES – ST. GEORGE CAMPUS

April 25, 2018

Mr. Bruce Teran-Ms. Kat Leonard
National Representative
Unifor Canada National Office
205 Placer Court 115 Gordon Baker Road
Toronto, ON M2H 3H9 M2H 0A8

Dear Mr. Teran Ms. Leonard,

During the current round of collective bargaining, the University and the Union discussed the availability of employees at the St. George campus to work overtime. It is agreed that for the duration of the present Collective Agreement on the St. George campus, once the Overtime Distribution process set out in Article 15:03 has been satisfied the University may fill any remaining overtime requirements from a list of volunteers. The list of volunteers will contain the names of those employees on the St. George campus who wish to be contacted for supplemental overtime opportunities as they occur from time to time. The list of volunteers will be reviewed and updated every six (6) months. For clarity, there shall be no requirement for the University to utilize this list and the University may continue to engage contractors and/or external workers as it deems appropriate.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

For the Union

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

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 & Unifor Local 2003
JOINT LETTER OF INTENT: JOINT TRAINING WORKING GROUP

April 25, 2018

Mr. Bruce Teran  Ms. Kat Leonard
National Representative
Unifor Canada National Office
205 Place Court 115 Gordon Baker Road
Toronto, Ontario M2H 3H9-M2H 0A8

Dear Mr. Teran Ms. Leonard,

The parties agree to establish continue a Joint Training Working Group composed of four (4) members, two (2) representing the University of Toronto and two (2) employees representing the Union, one of who will be designated a Training Coordinator. The purpose of the committee is to enhance employees' current skill sets at the University, to provide employees with the skills to facilitate progression and to ensure the success of the current Trainee Program.

The Joint Training Working Group (JTWG) shall report and make recommendations to the Union/Management committee. The JTWG shall meet once monthly unless otherwise agreed. The purpose of the JTWG is the following:

- To develop a training plan outlining timelines and skill sets to be developed;
- To advise on appropriate training standards;
- To identify resources and/or equipment to facilitate training;
- To identify roles and responsibilities of training;
- To identify other training needs identified by the parties;
- To offer constructive suggestions to the improvement of training on the job;
- To develop training reports and to monitor the overall progress of each training initiative.

Areas of training shall include but are not limited to;

Calibration of Controls
CCMS – hardware and software
Computer training – e.g. – Excel, Word, Administrative systems
Contractor Courses
Operation of Controls
Opportunities for obtaining qualifying time

UofT & Unifor Local 2003
The parties recognize that in order for the training programs to succeed, there must be flexibility to temporarily relocate workers to ensure that there is adequate coverage of the operation while such training is conducted.

Employees will be paid their regular hourly rate for time spent in such training.

During the 2022-2024 round of negotiations, the University and the Union discussed the Trainee Program in Appendix A: Training of Operating Engineers (Trainees). The parties agreed that the JTWG would also have meaningful discussions in respect of the Trainee Program during the term of the renewal Collective Agreement, and make recommendations on improvements to the Program.

It is understood and agreed that any recommendations made by the JTWG to the Union/Management Committee are subject to approval by the University.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
LETTER OF INTENT: UNION RELEASE – BILLABLE HOURS

Ms. Kat Leonard  
National Representative  
Unifor Canada National Office  
115 Gordon Baker Road  
Toronto, Ontario  
M2H 0A8

Dear Ms. Leonard,

The University will endeavour to provide the Local Union President with a copy of the billable hours accrued for union release time under the provisions of the Collective Agreement on a quarterly basis. This will include the names of the released individuals, the date(s) released, the hour(s) release on each date(s), and the Article number under which the leave was requested.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

For the University  
Lou-Anne Heel  
Smother

For the Union  

__________________________  
KLeo

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 & Unifor Local 2003
LETTER OF INTENT: USE OF PERSONAL VEHICLE

Ms. Kat Leonard  
National Representative  
Unifor Canada National Office  
115 Gordon Baker Road  
Toronto, Ontario  
M2H 0A8

Dear Ms. Leonard,

During the 2022-2024 round of negotiations, the University assured the Union that employees shall not be required to use their personal vehicle in the performance of their work.

Yours truly,

Alex Brat  
Senior 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.
LETTER OF INTENT: TSSA CERTIFICATION REQUIREMENTS AT THE ST. GEORGE CAMPUS

Ms. Kat Leonard  
National Representative  
Unifor Canada National Office  
115 Gordon Baker Road  
Toronto, Ontario  
M2H 0A8

Dear Ms. Leonard,

Within thirty (30) working days of ratification of the renewal Collective Agreement, the University shall provide the Union with a copy of the Ontario Certificate of Registration of a Plant issued in accordance with TSSA for the St. George campus. Furthermore, the University agrees to meet with the Union in order to clarify which work and/or which locations require specific TSSA certifications.

Yours truly,

Alex Brat  
Senior 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.

UofT & Unifor Local 2003
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”
- 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
- Implement gender neutral language throughout the collective agreement
- Change the National Representative to Kat Leonard

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 & Unifor Local 2003
APRIL 5, 2019 WITHOUT PREJUDICE OR PRECEDENT UNIVERSITY PROPOSAL -
WITHDRAWN IF NOT ACCEPTED BY APRIL 5, 2019

MEMORANDUM OF AGREEMENT ["MOA"]

BETWEEN

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

— and —

UNIFOR, LOCAL 2003
(hereinafter referred to as the "Union")

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

WHEREAS the University and the Union are parties to a collective agreement dated April 20,
2018 which shall expire on April 30, 2021 (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 April 5, 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 1.47% Special One-Time-Only adjustment to April 30, 2019 base salary (not compounded with May 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 28:01 – 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**

[Signature]

[Signature]

---

**FOR THE UNION**

[Signature]

[Signature]

---

DATED AT TORONTO THIS 8th DAY OF JUNE 2019.