MEMORANDUM OF AGREEMENT

BETWEEN

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

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1230 – Student Casual
(hereinafter called “the Union”)

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The members of the parties’ respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.

2. The term of the renewal collective agreement shall be from July 1, 2020 to June 30, 2023.

3. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto.

4. The provisions of the collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, save and except where retroactivity is expressly provided for.

5. All attached items numbered 1 to ____ are incorporated.

FOR THE UNIVERSITY

[Signature]

FOR THE UNION

[Signature]

DATED AT TORONTO THIS 21st DAY OF JUNE 2023
NEW - Land Acknowledgment

We wish to acknowledge this land on which the University of Toronto operates. For thousands of years it has been the traditional land of the Huron-Wendat, the Seneca, and the Mississaugas of the Credit. Today, this meeting place is still the home to many Indigenous people from across Turtle Island and we are grateful to have the opportunity to work on this land.

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
University of Toronto Economic Proposal – CONFIDENTIAL – June 16 @ 12PM

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

July 1, 2020  1.0% ATB increase to be applied to June 30, 2020 base salary
July 1, 2021  2.6% ATB increase to be applied to June 30, 2021 base salary
July 1, 2022  2.7% ATB increase to be applied to June 30, 2022 base salary

- The above-noted ATB increases will be applied retroactively only for those employees who were actively employed in the bargaining unit on April 30, 2023, and who will be re-employed in active employment in the bargaining unit at the start of the academic session in September 2023.

2) Effective July 1, 2023 add new provision for two (2) paid sick days per calendar year as set out in new Article XS: Sick Time (as attached).

3) Employees actively employed in the bargaining unit shall be entitled to participate in the University’s Employee and Family Assistance Program (EFAP).

For the University

[Signature]

For the Union

[Signature]

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ARTICLE XS – SICK TIME

EFFECTIVE JULY 1, 2023

XS:01 Sick time is defined as absence because of an employee’s illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the Workplace Safety and Insurance Act is not payable.

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

(a) The paid sick time entitlement shall be for one (1) scheduled shift between January 1st and June 30th inclusive, and one (1) scheduled shift between July 1st and December 31st inclusive, in each year of the Collective Agreement. Unused paid sick time shall not be accrued or banked.

(b) The paid sick time will equal the wages that would have been payable for the scheduled shift, less deductions required by law.

XS:03 Any sick time other than the paid sick time set out in Article XS:02, above, shall be without pay.

XS:04 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work.

For the University

For the Union

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LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE

December 07, 2017
Ms. Leanne MacMillan Mr. Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Markham, Ontario
L3T 0B2

Dear Ms. MacMillan Mr. Serrano Valdivia,

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

The University and the Union agree that, pursuant to the Employment Standards Act, 2000, eligible employees will be entitled to up to ten (10) full days of domestic or sexual violence leave every calendar year whether they are employed on a full-time or part-time basis. Employees are eligible for such leave if they or their child(ren) have experienced or been threatened with domestic or sexual violence.

An employee will give notice that they are taking such leave and provide any related documentation and correspondence to the Family Care Office.

All of the eligibility criteria and evidentiary requirements in the ESA shall also apply.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

For the Union

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UofT & CUPE 1230 Student Casual
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”
- Replace all instances of "Library Manager of Human Resources" with “Director, UTL Human Resources”
- Replace all instances of "Leanne MacMillan" with “Cesar Serrano Valdivia”
- Implement gender neutral language where applicable
- Renew all Letters of Intent, Letters of Understanding, and Letters of Agreement

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Physician’s Certificate

21:02 An employee with prior written notification, may be required by the employee’s Supervisor to provide a doctor’s certificate certifying that the employee is unable to carry out the employee’s normal duties due to illness or injury. For clarity, prior written notification shall mean any time prior to the employee’s return to work. The Employer will only accept original medical certificates verified by a legally qualified and licensed medical practitioner that indicates first day of illness or injury, if known, first treatment date, and the expected return to work date, if known. The employee may with notice to the immediate Supervisor, provide a faxed or scanned copy of the medical certificate in advance of the employee’s return to work. The original copy of the said certificate must be provided immediately upon the employee’s return to work.

For the University

For the Union

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