

SUNDAY, MARCH 3, 2024 @ 11:00PM

WITHDRAWN IF NOT ACCEPTED BY SUNDAY, MARCH 3, 2024 @ 11:59PM

MEMORANDUM OF AGREEMENT

BETWEEN

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

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3261 - 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, 2023 to June 30, 2026.
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 25 are incorporated.

FOR THE UNIVERSITY

FOR THE UNION

Y. Ahmed Muffel
[Signature]

Lee Paul
Stamthanas

[Signature]
[Signature]

GM
[Signature]

Carol Kaites
Louanne Hill

[Signature]

DATED AT TORONTO THIS 4 DAY OF MARCH 2024

University of Toronto Economic Proposal – March 3, 2024 @ 11:00PM

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

July 1, 2023 **5.7%** ATB increase to be applied to June 30, 2023 wage rate

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

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

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

2) Increase to Minimum Wage Rate

- **Effective July 1, 2023, all wage rates listed in ‘Schedule I: Wage Rates – Casual’ of the 2023-2026 Collective Agreement that are below \$18.00 per hour after the July 1, 2023 ATB increase has been applied shall be further increased to \$18.00 per hour, which shall be retroactive to July 1, 2023 only for those employees actively employed in the bargaining unit on the date of ratification.**
- Effective **July 1, 2024**, all wage rates listed in ‘Schedule I: Wage Rates – Casual’ of the 2023-2026 Collective Agreement that are below \$19.00 per hour after the above-noted ATB increases have been applied shall be further increased to **\$19.00** per hour.
- Effective **July 1, 2025**, all wage rates listed in ‘Schedule I: Wage Rates – Casual’ of the 2023-2026 Collective Agreement that are below \$20.00 per hour after the above-noted ATB increases have been applied shall be further increased to **\$20.00** per hour.

3) Effective date of ratification add **two (2) additional** paid sick shifts per calendar year, for a total of four (4) paid sick shifts, as set out in Article XS: Sick Time (as attached).

4) Letter of Understanding: **Same Pay for Same Work** (as attached).

5) Effective date of ratification, increase the amount of the safety shoe or boot allowance from \$175 to **\$200** annually in accordance with Schedule II: Safety Shoe or Boot Allowance.

6) **Effective date of ratification, the Employer will pay the employee a uniform allowance of up to seventy-five dollars (\$75.00) annually in accordance with Letter of Intent: Uniforms – Hospitality Workers.**

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.

4

SCHEDULE 1: WAGE RATES - CASUAL
 Wage rates for CUPE 3261 - Casual

UofT External
 Personnel Area: 0002 0005
 Personnel Subarea: 5300 7600
 Pay Scale Type: 31 79
 Pay Scale Area: 01 01

Classification PS Level:	Job Code	Scale Group	July 1, 2023				July 1, 2024				July 1, 2025			
			Start	12 Mth	24 Mth	Start	12 Mth	24 Mth	Start	12 Mth	24 Mth			
			NS	S	N1	01	NS	S	N1	01	NS	S	N1	01
Hospitality Worker (Tips) - Casual	238	01U	17.49	-	-	17.49	17.84	-	-	17.84	18.16	-	-	18.16
Hospitality Worker (Non-Tips) - Casual	437	02U	17.49	-	-	17.49	17.84	-	-	17.84	18.16	-	-	18.16
Parking Lot Attendant - Casual Building Patrol - Casual Food Service Driver WalkSmart - Casual Service Worker Grounds - Casual Service Worker Caretaking - Casual Service Worker Campus Moving - Casual Service Worker Recycling - Casual Service Worker Trades Driver - Casual Maintenance Worker - Casual Banquet Captain (Tips) - Casual	236 242 1909 882 881 880 1729 1730 1731 894 83	03U	17.49	-	-	17.49	17.84	-	-	17.84	18.16	-	-	18.16
Athletic Service Attendant - Casual Stores Assistant - Casual	243 103	04U	17.49	-	-	17.63	17.84	-	-	17.98	18.16	-	-	18.30
Maintenance Technician-Casual	104	05U	17.49	17.49	-	19.02	17.84	17.84	-	19.40	18.16	18.16	-	19.75
Cook - Casual Laboratory Animal Technician - Casual	466 237	06U	17.49	17.49	-	18.96	17.84	17.84	-	19.34	18.16	18.16	-	19.69
Sous Chef - Casual	456	07U	19.61	19.83	-	22.03	20.00	20.23	-	22.47	20.36	20.59	-	22.87
Sr. Hospitality Worker (Non-Tips) - Casual	1891	08U	18.00	18.39	-	18.84	18.36	18.76	-	19.22	18.69	19.10	-	19.57
Cafeteria Worker - Casual	1896	09U	17.49	17.49	-	18.69	17.84	17.84	-	19.06	18.16	18.16	-	19.40
Veterinary Technologist - Casual	2001	11U	27.07	27.88	-	30.08	27.61	28.44	-	30.68	28.11	28.95	-	31.23

NS - New Start
 S - Start
 N1 - Start Rate only for Hospitality Worker (Non-Tips) Casual
 01 - Level 01

6:05 It is agreed that the Employer will provide the Secretary-Treasurer of the Union, Local 3261 on a monthly basis electronic lists with the following information: employee name, personnel number (where available), date of hire, home address, home telephone number, work email address (where available), employment status (casual), numbers of hours worked on a monthly basis, **wage rate (where available)**, gross pay in the pay period, newly hired employees (i.e. casuals newly entering the bargaining unit), terminated employees (i.e. casuals no longer part of the bargaining unit), WSIB leaves of absence (casuals), the department, the classification, student status if applicable, and the campus location of the aforementioned employees.

The Employer will provide Casual employees with a University of Toronto email address as available, and will advise them of their personnel number.

For the University

For the Union

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

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Negotiating Committee

8:03 For the purpose of negotiating a Collective Agreement pursuant to Article 32 the Employer will recognize the Local Union President pursuant to Local 3261's by-laws and up to ~~four (4)~~ **five (5)** employees of the Employer as the Union's Bargaining Committee. The Bargaining Committee shall be given time off during their normal working hours without loss of pay while attending negotiation meetings with the Employer. Any member of the Bargaining Committee who normally works on the afternoon or night shift will be given time off with pay to attend negotiation meetings with the Employer. If more than one representative works in the same department, the Employer may not be able to release more than one of them at any one time for meetings contemplated in this article. In the event that negotiation meetings occur when Bargaining Committee members are not scheduled to work, then the Employer agrees to pay up to ~~four (4)~~ **five (5)** employees who are members of the Bargaining Committee up to eight (8) hours' pay at their regular wage rate for attending meetings to negotiate amendments to the Collective Agreement.

Further, up to ~~four (4)~~ **five (5)** members of the Bargaining Committee shall each be granted as preparation time two (2) days off with pay at eight (8) hours regular straight time pay. All of this preparation time off work shall be scheduled at a mutually agreeable time.

For the University

For the Union

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Shift Distribution

16:XX The Employer will endeavour to schedule employees as equitably as practicable while taking into consideration the employee's availability, as provided by the employee.

Scheduling

16:XX The Employer will post schedules one week in advance taking into consideration the employee's availability, as provided by the employee. The schedule is subject to change based on operational requirements and employee availability.

For the University

For the Union

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ARTICLE 18: VACATION PAY

18:01 Casual employees will receive vacation pay of four (4) percent of their gross earnings as vacation pay regularly on a bi-weekly basis. **Any employee entitled to additional vacation pay in accordance with the *Employment Standards Act, 2000*, will be paid accordingly.**

For the University

For the Union

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ARTICLE 19: SENIORITY

19:01 A casual employee shall not acquire seniority during the term of casual employment, but should the employee be subsequently hired as a regular Full-Time or Part-Time employee within twelve (12) months of last casual employment, all hours previously worked during the period as a casual employee shall be considered as accrued seniority on the basis of one (1) year's seniority for every ~~2080~~ 2000 hours worked. ~~It shall be the responsibility of the employee to adduce evidence of the number of hours worked.~~

For the University

For the Union

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ARTICLE 21: JOB POSTING

Preferred Hiring

21:01 When a casual employee has successfully completed the last previous term of employment in the employing department, the applicant shall be given preference for casual employment in the same position in the employing department where there is a vacant position for such casual employment. If a vacant position still exists, then preference will be given to other casual bargaining unit employees who apply for the vacant position. Preference in hiring shall be based on: total number of hours worked in the previous twelve (12) months and whether the employee is a University of Toronto student, provided the employee is otherwise capable of performing the duties of the vacant position.

If an employee takes a leave of absence in accordance with the *Employment Standards Act*, the duration of that leave will not be included in calculating their eligibility for preferred hiring under this Article, provided the employee has given the Employer appropriate advance notice and documentation substantiating the leave.

Vacancies for casual employment shall be posted on the bulletin boards of the employing department, and if necessary, the University's Career Centre(s). The Union Local President will also be given a copy of all postings for casual vacancies.

The University shall post the vacancies for a minimum period of eight (8) calendar days, except in emergency situations or by mutual agreement of the parties.

21:02 When a position has been filled the Union will be advised of the disposition of the job posting.

21:03 A casual employee who has passed their probationary period and is subsequently appointed to a position in the Full-Time and Part-Time Bargaining Unit with the same core duties and responsibilities will be entitled to apply all hours worked in the Casual Bargaining Unit towards their probationary period in their new position in the Full-Time and Part-Time Bargaining Unit.

For the University

For the Union

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Study/Research Leave

23:06 The University agrees to grant unpaid leave for up to twelve (12) months for employees in the bargaining unit without the loss of their preferred hiring status, provided the leave is required as part of their University of Toronto academic programme.

For the University

For the Union

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Electronic Transfer of Wages

33:02 All employees will receive their pay every two (2) weeks by electronic transfer of funds into their bank account, trust company account, or account with the Metro Credit Union. All new employees will be required to complete a Payroll Bank Deposit Authorization Card and provide a sample voided cheque on commencement of employment. In the event that the employee changes banks, trust companies, or the Metro Credit Union and/or bank accounts, trust company accounts or accounts with the Metro Credit Union, it is the employee's responsibility to notify the Employer by completing another Payroll Bank Deposit Authorization Card.

The University will make best efforts to rectify any underpayments of fifty dollars (\$50) or greater within seven (7) working days of the underpayment being brought to the University's attention.

For the University

For the Union

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ARTICLE XS – SICK TIME

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

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

(a) The paid sick time entitlement shall be for ~~one (1) two (2) four (4)~~ **four (4)** scheduled paid shifts ~~between January 1st and June 30th inclusive, and one (1) two (2) scheduled shifts 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.

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

For the University

For the Union

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LETTER OF INTENT: CONVERSION TO REGULAR PART-TIME

DATE

Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Markham, Ontario
L3T 0B2

Dear Mr. Serrano Valdivia,

A casual employee shall be offered conversion from Casual to Regular Part-Time provided they meet the following criteria:

- Current active employment status;
- Has worked in the same job for the equivalent of at least forty percent (40%) of the number of hours that represents the normal full-time workload in their own Department and Classification per bi-weekly pay period (e.g. 32 hours per bi-weekly pay period where 80 hours represents the normal full-time workload, 30 hours per bi-weekly pay period where 75 hours represents the normal full-time workload, etc.) in at least ~~twenty-three (23)~~ **forty-six (46)** bi-weekly pay periods ~~per year~~ during the past two (2) years.

Full-time students and/or all hours worked by full-time students are not eligible for conversion.

The University will undertake a review of all Casual employees in the bargaining unit on a quarterly basis. The University shall determine which, if any, Casual employees meet the criteria set out above and shall give those Casual employees who meet the criteria the option to be converted to Regular Part-Time status, and shall convert to Regular Part-Time status those employees who elect to be so converted. Following each review, the University will provide a list of all eligible employees to the Union.

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.

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LETTER OF INTENT: GRATUITIES – FOOD AND BEVERAGE SERVICE STAFF

DATE

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

Dear Mr. Serrano Valdivia,

During our recent negotiations, the University agreed to meet with the Union to discuss any changes to the current gratuity system for food and beverage staff during the term of this Collective Agreement. The intent of such changes would be to provide for a more equitable distribution method among members of the bargaining unit who contribute to the success of an event. The University will provide the Union with at least six (6) months advance notice of the implementation of any such changes. It is understood and agreed that the current gratuity system for food and beverage staff will be continued until such time as any changes are implemented.

The University further agrees to provide the Union President with a monthly accounting of the distribution of the gratuities among those members of the bargaining unit employed **in tipped positions as food and beverage staff at Hart House in addition to the total gratuity amount collected by the department.**

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: CPR AND FIRST AID TRAINING

DATE

Mr. Cesar Serrano Valdivia

National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Markham, Ontario
L3T 0B2

Dear **Mr. Serrano Valdivia**,

The University will provide courses required to maintain CPR and first aid certification for any casual part-time employee who works in a position that requires certification in first aid and /or CPR and whose certification lapses during the course of a term of employment.

Employees attending training provided by the University will be compensated ~~for up to four (4) hours per year~~ at their rate of pay for time actually spent attending all such training at the University.

The University will provide and pay for attendance at “Applied Suicide Intervention Skills Training (ASIST)” for employees in the Building Patrol classification.

Employees who do not attend the courses provided by the University will take the required courses at their own expense without compensation for attendance.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

For the Union

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LETTER OF INTENT: UNIVERSITY OF TORONTO SERVER TRAINING PROGRAMME

September 21, 2017 DATE

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 will provide and pay for attendance at courses required to maintain “University of Toronto Server Training Programme” certification for any employee who works in a position which requires this certification and whose certification lapses during the course of a term of employment.

Employees attending training provided by the University will be compensated ~~for up to four (4) hours per year~~ at their rate of pay for time actually spent attending all such training at 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.

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LETTER OF INTENT: TRAINING

DATE

Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

It is understood and agreed that where specific training is required by the Employer it shall be provided by the Employer and best efforts will be made to schedule it such that the employee attends during their scheduled hours of work without loss of pay. If the training is scheduled outside of the employee's scheduled hours of work, then the employee shall be paid for attending the required training at their applicable rate of pay.

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.

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LETTER OF UNDERSTANDING: SAME PAY FOR SAME WORK

DATE

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

Dear Mr. Serrano Valdivia,

During the 2023-2026 round of collective bargaining the Union raised concerns that some employees in the Casual bargaining unit were required to perform the same work as employees in the CUPE 3261 Full-Time & Part-Time bargaining unit at a significantly lower hourly wage rate. The University assured the Union that the jobs in this Casual unit are not intended to be the same as the jobs in the Full-Time & Part-Time bargaining unit (with the exception of the Veterinary Technologist). However, in those exceptional circumstances where an employee in the Casual bargaining unit is **qualified and may be expected required** to perform all elements of a job in the Full-Time & Part-Time bargaining unit, including **all of** the same **core** duties and responsibilities, **and where the Casual employee is required to do so,** then the Casual employee shall be paid at the hourly wage rate in accordance with the Full-Time & Part-Time Schedule I: Wages and Hours of Work – CUPE 3261: Temp. **For clarity, this assessment will be based on the actual duties and responsibilities that the Employer assigns to the employee.**

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.

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LETTER OF INTENT: COLLECTIVE BARGAINING

DATE

Cesar Serrano Valdivia
National Representative
Canadian Union of Public Employees, Local 3261
80 Commerce Valley Court
Toronto, ON L3T 0B2

Dear Mr. Serrano Valdivia,

The University agrees, if the Union requests, to commence collective bargaining for the renewal of the 2023-2026 Collective Agreement no later than May 1, 2026 and make best efforts to conclude the collective bargaining process and ratification of the tentative agreement on or before the June 30, 2026 expiration date of the 2023-2026 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.

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NEW LETTER OF INTENT: UNIFORMS - HOSPITALITY WORKERS

DATE

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

Dear Mr. Serrano Valdivia,

Where the Employer requires Hospitality Worker (Tips) and Hospitality Worker (Non-Tips) to wear specific clothing as a condition of employment, upon proof of original receipt, the Employer will pay the employee a uniform allowance of up to seventy-five dollars (\$75.00) annually. Clothing must be in serviceable condition as determined by the employee's supervisor.

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.

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SCHEDULE II: SAFETY SHOE OR BOOT ALLOWANCE

Where the Employer requires safety shoes or boots to be worn as a condition of employment, upon proof of original receipt the Employer will pay to the employee a safety shoe or boot allowance up to ~~one hundred and seventy five (\$175.00)~~ **two hundred (\$200.00)** dollars annually. To be eligible to receive the safety shoe or boot allowance, an employee must have served a minimum of one (1) term or fifteen (15) shifts worked, whichever occurs first, in the employing department. The employing department will then pay the employee the safety shoe or boot allowance at the beginning of the second term of employment with the same employing department. Safety shoes or boots must be Canadian Standards Association approved and be in serviceable condition as determined by the employee's supervisor or designate. For clarity, only one (1) pair of safety shoes or boots will be reimbursed annually.

For the University

For the Union

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

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25

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

- Letter of Intent: Gratuities – Food & Beverage Service Staff – **AMEND**
- Letter of Intent: Accommodation – **RENEW**
- Letter of Intent: Departmental Data Regarding Employment of Casual Employees – **RENEW**
- Letter of Intent: CPR and First Aid Training – **AMEND**
- Letter of Intent: Workplace Violence – **RENEW**
- Letter of Intent: University of Toronto Server Training Programme – **AMEND**
- Letter of Intent: Conversion to Regular Part-Time – **AMEND**
- Letter of Intent: Vacancies – **RENEW**
- Letter of Intent: Flag Protocol & International Day of Mourning – **RENEW**
- Letter of Intent: Preferred Hiring – Campus Moving – **RENEW**
- Letter of Intent: 'Sessional' Casual Employees – ~~DELETE~~ *Renew AB 3/4/24*
- Letter of Understanding: Domestic Violence – **RENEW**
- Letter of Intent: UofT Employees Sign-In Portal on Jobs.UToronto.Ca – **RENEW**

For the University

For the Union

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