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 (FULL-TIME & PART-TIME)
(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 45 are incorporated.

FOR THE UNIVERSITY

[Signatures]

FOR THE UNION

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

1) Across-the-Board (ATB) increases and adjustments to Schedule I: Wages and Hours of Work – CUPE 3261: Full-Time, CUPE 3261: Part-Time, and CUPE 3261: Temp

   - July 1, 2023  **9.00%** ATB increase to be applied to June 30, 2023 base salary
   - July 1, 2024  **2.00%** ATB increase to be applied to June 30, 2024 base salary
   - July 1, 2025  **1.80%** ATB increase to be applied to June 30, 2025 base salary

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

2) **Effective date of ratification**, changes to classifications in the attached Schedule I: Wages and Hours of Work – CUPE 3261: Full-Time, CUPE 3261: Part-Time, and CUPE 3261: Temp as follows:

   - Delete the Probationary and Start rates for all classifications
   - Increase the rate of pay for the Cook classification from $24.90 to $25.50 (inclusive of the 9% ATB increase effective July 1, 2023), to which the July 1, 2024 and July 1, 2025 ATB increases shall apply
   - Increase the rate of pay for the Cafeteria Worker classification from $24.61 to $25.00 (inclusive of the 9% ATB increase effective July 1, 2023), to which the July 1, 2024 and July 1, 2025 ATB increases shall apply
   - Increase the rate of pay for the Cashier classification from $23.87 to $25.00 (inclusive of the 9% ATB increase effective July 1, 2023), to which the July 1, 2024 and July 1, 2025 ATB increases shall apply
   - Increase the rate of pay for the Building Patrol I classification from $24.74 to $25.00 (inclusive of the 9% ATB increase effective July 1, 2023), to which the July 1, 2024 and July 1, 2025 ATB increases shall apply
   - Increase the rate of pay for the Service Worker Caretaking classification from $24.82 to $25.00 (inclusive of the 9% ATB increase effective July 1, 2023), to which the July 1, 2024 and July 1, 2025 ATB increases shall apply
• **Increase the rate of pay for the Maintenance Worker II classification from $24.90 to $25.00 (inclusive of the 9% ATB increase effective July 1, 2023), to which the July 1, 2024 and July 1, 2025 ATB increases shall apply**
  - Combine classification Building Patrol II into Building Patrol I at the higher Building Patrol I rate
  - Combine classification Stores Technician I into Stores Technician II at the higher Stores Technician II rate
  - Combine classification Laboratory Animal Technician II into Laboratory Animal Technician III at the higher Laboratory Animal Technician III rate
  - Combine classification Veterinary Technologist I into Veterinary Technologist II at the higher Veterinary Technologist II rate

3) Effective date of ratification, increase the shift premium to **$1.00 per hour for all employees** as set out in Article 18:10 - Shift Premium (as attached).

4) New Red Seal Premium of **$1.00 per hour** for employees in the Chef, Sous Chef, Head Cook or Cook classifications who have received their Red Seal certification (see attached Letter of Understanding: Red Seal Premium).

5) Amend Article 23: Paid Personal Leave of Absence to include **one (1) additional paid Personal Leave day** (for a total of five (5) days).

6) The University agrees to renew the provisions of the Early Retirement Bridge Benefit Outside of the Pension Plan for the following effective dates:
  - For retirements on or after **March 31, 2024** up to and including May 31, 2026

   The Early Retirement Bridge Benefit Outside of the Pension Plan shall not apply to any Pension Plan member receiving a voluntary retirement or exit/severance incentive under any other program.

7) Amend Letter of Intent: Educational Assistance to increase University of Toronto graduate programs in paragraph 1. (a) by two hundred dollars ($200) to up to a maximum of three thousand two hundred dollars ($3,200) per academic year, and non-degree credit work-related courses in paragraph 1. (e) by fifty dollars ($50) to up to a maximum of eight hundred dollars ($800) per course.

8) Amend Article 17:06 to add “Family Caregiver Leave”.

UofT & CUPE 3261 Full-Time & Part-Time
9) Effective date of ratification, increase Standby Pay – Snow Removal in Article 18:07 from two (2) hours’ pay at the employee’s regular rate of pay to five (5) hours’ pay at the employee’s regular rate of pay for each seven (7) day period assigned on standby.

10) Effective date of ratification, increase the safety shoe or boot allowance from up to $175 to up to $200 annually.

Benefits

Effective April 1, 2024, increase the Employer’s contribution towards the cost of premiums for the University of Toronto Extended Health Care Plan and Dental Care Plan as follows:

- Increase Employer contribution towards Extended Health Care Plan premiums from 75% to 85%

- Increase Employer contribution towards Dental Care Plan premiums from 80% to 90%

For regular part-time employees who hold an appointment of twenty-five (25) percent or more of a full-time appointment, the Employer’s contributions as set out above shall continue to be pro-rated to the percentage of a full-time appointment.

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
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CUPE 3261: Full-Time

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CUPE 3261 - Part-Time

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<td>Working Foreperson - Grounds</td>
<td>448</td>
<td>50U</td>
<td>P</td>
<td>40</td>
<td>31.48</td>
</tr>
<tr>
<td>Working Foreperson - Elevator Mechanic</td>
<td>870</td>
<td>54U</td>
<td>P</td>
<td>37.5</td>
<td>56.77</td>
</tr>
</tbody>
</table>
7:05  The Employer will, at the time of making such remittance hereunder to the Union, furnish it with a statement showing the names, **personnel number, wage rate (where available),** amount of dues paid, regular wages earned, overtime wages earned, classification, address, email (if and when available to produce), phone number, and shift hours earned of the employees from whose pay such deductions have been made.

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.
7:06 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, date of hire, seniority, home address, home telephone number, work email address (where available), employment status (full-time, part-time, temporary, or term), newly hired employees (i.e., newly entering the bargaining unit), terminated employees (i.e., no longer part of the bargaining unit), employees on leaves of absence, pregnancy/parental/primary caregiver leaves, long-term disability, or WSIB leaves of absence, wage rate, the department, the classification, and the campus location the aforementioned employees are employed in.

It is further agreed that the Employer will provide the Secretary-Treasurer of the Union, Local 3261 on a quarterly basis an electronic list of all food service employees and their work location.

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 Employer may employ temporary employees for the purpose of replacing regular employees who are absent due to illness, WSIB leave of absence or leave of absence and for reasons of seasonal workload fluctuations for periods not to exceed one hundred and twenty (120) working days.

Where the term of employment exceeds the limits as set out above, the employee shall acquire seniority from the original date of hire and shall be entitled to all the provisions of the Collective Agreement.

If a temporary employee is the successful applicant for a regular part-time or full-time position that is the same as the most recently held temporary position, then the time worked in that temporary position shall count towards the probationary period, seniority, eligibility for benefits and sick leave, and placement on the wage schedule.

If a temporary employee is rehired under a new temporary contract in the same position and same Department as their previous temporary contract and within twelve (12) months of completing their previous contract, then the time worked in that position shall count towards the probationary period and placement on the wage schedule.

The Employer will inform the Union of the name and term of appointment of each temporary employee. The Employer will also indicate whether they are hired to replace an employee who is absent due to illness, WSIB leave of absence or leave of absence. The Employer will provide the Union with a separate list of employees on long-term disability.

In the event that an employee who is absent due to illness, WSIB leave of absence or leave of absence returns to work, or the seasonal workload fluctuation ends, and the term of appointment of a temporary employee is ended earlier than the end date set out in the offer of employment, then the temporary employee shall be provided with five (5) working days' notice, or pay in lieu of notice.

For the University

For the Union

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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.
**REMOVE FROM THE DISCIPLINE ARTICLE 11 AND MAKE NEW ARTICLE**

ARTICLE XX: COACHING LETTER

XX:01 The University and the Union recognize that coaching letters are a non-disciplinary method of addressing concerns with an employee. For clarity, coaching letters shall not form a step in the progressive discipline process and shall not be relied upon to increase the severity of discipline imposed.

Coaching letters shall be removed from the employee’s file when twelve (12) months of active employment (i.e., days actually at work at the University) have elapsed since the date of issue. For clarity, a new coaching letter may be issued at any time.

All coaching letters shall be clearly identified as such in the subject line of the letter.

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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Union Representation

10:03

Administrative Assistance

The University will grant leave up to a maximum of thirty-two (32) forty-eight (48) hours per month, of which sixteen (16) twenty-four (24) hours will be granted with pay and sixteen (16) twenty-four (24) hours reimbursed to the University from the Union, to one (1) non-probationary member in order that they may conduct business on behalf of the Local Union. The employee who is granted leave will be mutually agreed upon by the Union and the University. The Union shall provide as much advance notice as practicable of such leave to the Employer. The notice shall include the employee’s name and all applicable date(s) and time(s) of such leave.

For clarity, this leave will be available to only one (1) member at a time from either this bargaining unit or the CUPE 3261 – 89 Chestnut bargaining unit.

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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UofT & CUPE 3261 Full-Time & Part-Time
Negotiating Committee

10:06 For the purpose of negotiating a Collective Agreement pursuant to Article 46 the Employer will recognize the Local Union President and up to seven (7) eight (8) 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 seven (7) eight (8) employees who are members of the Bargaining Committee up to eight (8) hours’ pay at their regular wage rate for attending meetings to negotiation amendments to the Collective Agreement.

Further, up to four (4) members of the Bargaining Committee shall each be granted as preparation time one-half (1/2) day off with pay at four (4) hours’ pay for each year of the term of the Collective Agreement to be renewed. All of this preparation time off work shall be scheduled at a mutually agreeable time.

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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Compassionate Care Leave

17:06 The University will grant compassionate care leave to employees who take a leave of absence under the Family Medical Leave and/or Family Caregiver Leave provisions of the Employment Standards Act. For employees with one (1) year of service or more, the University, provided that the employee applies for and receives Employment Insurance compassionate care benefits, will pay the equivalent of the weekly Employment Insurance benefits, for the one (1) week waiting period.

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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Standby Pay – Snow Removal

18:07 In the event an employee is requested to be on standby and available for work during their off duty time the employee shall be paid two (2) four (4) five (5) hours’ pay at the employee’s regular rate of pay for each seven (7) day period assigned on standby. In order to be eligible for standby pay the employee must be assigned by their supervisor, must be reachable by telephone and must be available to report for work when requested as a condition of receiving the four (4) five (5) hours’ standby pay noted above.

If an employee has been granted advance approval for one (1) day of prescheduled absence during their seven (7) day period of assigned standby, the employee shall continue to be on assigned standby for the remaining six (6) day period that they are at work.

The University will establish a standby schedule for snow removal during the winter months.

For the University

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For the Union

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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

18:10

(a) All employees with the exception of those employed in Food Service operations shall be paid a shift premium of sixty-five (65) cents one dollar ($1.00) per hour for all hours worked on the evening shift where the majority of hours worked fall between 4:00 p.m. and 11:59 p.m.

(b) Employees employed in Food Service operations shall be paid a shift premium of sixty-five (65) cents per hour for all hours worked on the evening shift where the majority of hours worked fall between 7:00 p.m. and 11:59 p.m.

18:11 All employees shall be paid a shift premium of seventy-five (75) cents one dollar ($1.00) per hour for all hours worked on the night shift where the majority of hours worked fall between 12:00 a.m. (midnight) and 8:00 a.m.

For the University

For the Union


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

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ARTICLE 19: PAID HOLIDAYS

19:01 All employees covered by this Agreement shall be granted the following paid holidays with pay at the employee’s regular rate of pay for their normal number of working hours. Normal number of working hours are determined by calculating the employee’s total annual hours worked on regular scheduled shifts and dividing by two hundred and sixty (260) days. **Notwithstanding the foregoing, an employee whose regularly scheduled day of work falls on a statutory holiday and who is not required to work on that day shall be paid no less than their regularly scheduled hours for that statutory holiday.**

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>Labour Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Day Before Christmas Day</td>
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<tr>
<td>Victoria Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Canada Day</td>
<td>Boxing Day</td>
</tr>
<tr>
<td>Civic Holiday</td>
<td>Day Before New Year’s Day</td>
</tr>
</tbody>
</table>

All employees required to work on any of the above paid holidays will receive pay for time worked on such holidays at one and-one-half (1½) times their regular rate in addition to the regular paid holiday pay.

In the case of statutory holidays only, i.e. holidays in accordance with the Employment Standards Act, 2000, all employees required to work on either the statutory holiday or an alternate day of observance designated by the Employer in accordance with Article 19:03, will receive pay for time worked on either the statutory holiday or the alternate day of observance designated by the Employer at one and one-half (1½) times their regular rate in addition to the regular paid statutory holiday pay. For clarity, no employee shall receive pay for time worked on both the statutory holiday and the alternative day of observance at one and one-half (1½) times their regular rate.

19:02 Entitlement to paid holiday pay is subject to the following conditions:

a) the employee reports for work on such holiday as requested; and

b) the paid holiday involved occurs or is observed by the Employer during a period when the employee concerned is not absent from work by reason of sickness (as to which the provisions of Article 21 shall apply), authorized leave of absence, or by reason of being laid off.

19:03 The Employer shall designate the day of observance of paid holidays in the aforementioned Article 19:01. Notice shall be sent to the Union by the Employer within a reasonable time period prior to the date of observance of the paid holiday or paid holidays.
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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ARTICLE 22: BEREAVEMENT LEAVE

22:01 In the event of the death of a member of the immediate family or a member of their household or a person whose relationship is not defined below, the impact of which is comparable to that of the immediate family, an employee will be granted, upon request, a maximum of five (5) consecutive working days without loss of regular pay. In the case of part-time employees, this leave shall be pro-rated in accordance with their part-time appointment. An employee may use paid personal leave, if available, to supplement the leave.

"Immediate family" shall mean: spouse through marriage, common-law spouse, same-sex partner, parent, child (including stepchild), sibling (including stepbrother, stepsister), parent-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, guardian, or ward.
ARTICLE 23: PAID PERSONAL LEAVE OF ABSENCE

23:01 Commencing July 1st of each year, subject to operational requirements, employees shall be allowed up to \textit{five (5) days’} or up to \textit{ten (10) half-days’} paid leave of absence. In the case of part-time employees, this leave shall be pro-rated in accordance with their part-time appointment. \textbf{In cases where an employee’s regular shift is greater than eight (8) hours, for the purposes of this article a day shall be considered as the length of the employee’s regular shift.}

Paid personal leave of absence is intended for the conduct of legitimate personal business which cannot be scheduled outside of normal hours of work, which shall include but not be limited to:

a) the observance of religious holidays of their faith which fall on a day in which they would normally be required to work;

b) family emergencies;

c) attending to legal matters;

d) attending graduation ceremonies for spouse or children;

e) personal health appointments;

f) moving;

g) care of family members;

h) parent-teacher interviews;

i) school trips or concerts;

j) stepping-in when the regular caregiver is away;

k) professional appointments;

l) supplementing a bereavement leave;

m) writing examinations;

n) volunteer activities; and

o) attending to emergency situations.

Such leave of absence shall not accrue from one year to another if not used in that year.

Each application for leave of absence shall indicate the reason for the application. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance (excluding weekends and holidays) with the exception of family emergencies and emergency situations. The supervisor will provide the employee with an answer in writing within two (2) working days after receiving the written request. Employees shall not be allowed to use leave of
absence for purposes of extending vacations or the day prior to or following a paid holiday.

In cases of emergency the employee shall give the supervisor as much notice as possible. Such emergency leaves shall not be unreasonably withheld.

23:02 In arranging these leaves, both the best interests of the University as well as the interests of the employee shall be considered. It is anticipated that the employee will schedule leaves, where possible, so as to minimize disruption to the operations of the employing department.

For the University

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For the Union

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Permanent Shift Reassignment

28:05 The Employer will give written notification to an employee and the Union at least twenty (20) working days in advance of a permanent reassignment which would involve a change of shift, or a change in hours of work or a change in the scheduled days from those presently worked by the said employee. In the event that the permanent reassignment is due to unforeseen circumstances, including but not limited to return from leave (e.g. sick leave, long-term disability, WSIB, etc.) or unplanned operational reasons, then the notice period shall be ten (10) working days.

28:06 Where the Employer proposes to permanently reassign an employee or group of employees from one shift to another, or change the scheduled days presently worked, an affected employee may displace another employee with the least seniority in the same or lower classification who is working on the same shift, but who is not being reassigned. Such displacement is dependent on a determination by the supervisor that the employee is qualified and capable of performing satisfactorily the duties of that position. The scope of the application of the above-mentioned provision shall be limited to the employing Department. An employee who displaces another employee in a lower classification shall receive the wage rate of the lower classification effective the date of the displacement.

Where feasible, in the case of a permanent reassignment, 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, and the qualifications and the ability of the employee to perform the normal requirements of the job satisfactorily. Where the qualifications are relatively equal between the volunteers, seniority shall be the governing factor.

28:07 Prior to the implementation of a new shift or schedule, the Employer will notify the Union and will meet with the Union to discuss the implementation of the new shift if requested by the Union.

28:08 **Sessional employees will be provided with their schedule four (4) weeks in advance of their return from sessional leave.**
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 29: TEMPORARILY RELIEVING ASSIGNED TO HIGHER OR LOWER CLASSIFICATIONS IN THE BARGAINING UNIT

29:01 When an employee has been assigned to work in a job of a higher classification in the bargaining unit, the employee shall be paid at the appropriate rate for all hours worked on that assignment after having worked at least one (1) hour, including the first hour.

An employee temporarily assigned to a position in a lower rated classification for a period not exceeding two (2) three (3) four (4) weeks shall not have their rate of pay reduced.

29:02 An employee may be temporarily assigned to work in a job at a higher classification for periods of up to six (6) months. The University will post the position should the temporary assignment continue beyond six (6) months. In exceptional circumstances, the University may request the Union’s agreement to extend the temporary assignment beyond the six (6) month period. Assignments beyond thirty (30) consecutive days shall be confirmed with written notification to the employee and the Union.

An employee may be temporarily assigned to work in a job at a lower classification for periods of up to six (6) months. Upon completion of six (6) months the employee may return to their previous job if it still exists.

For the University

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For the Union

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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.
Work Done by Supervisors or Non-Bargaining Unit Employees

33:02 Employees who are not in the bargaining unit will not regularly perform the duties normally carried out by those employees who are covered by this Agreement, except for the purposes of instructions, experimenting, investigation, or in emergencies when regular employees are not available.

For the University

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For the Union

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ARTICLE 38: WAGES

38:01 The Employer agrees to pay the schedule of wage rates attached hereto as Schedule I, which rates shall be payable from July 1, 2024, for the term of this Agreement.

For the University

For the Union

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

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ARTICLE 46: DURATION AND MODIFICATION OF AGREEMENT

46:01 This Agreement shall continue in effect until June 30, 2023 2026 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing within the period of three (3) months preceding the expiration date of this Agreement, that it desires to amend or terminate it.

46:02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

For the University

For the Union

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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: 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.

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

UofT & CUPE 3261 Full-Time & Part-Time
LETTER OF INTENT: “ASIST” TRAINING – BUILDING PATROL

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

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

For the Union

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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: 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 scheduled such that the employee attends during their regular hours of work without loss of their regular pay. If the training is scheduled outside of the employee’s regular hours of work, then the employee shall be compensated for attending the training at their applicable rate of pay.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

For the University  
For the Union

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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: EDUCATIONAL ASSISTANCE

DATE

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

Dear Ms. Sivakumar Mr. Serrano Valdivia,

The University agrees that employees in the bargaining unit shall be entitled to the benefits of the Educational Assistance Policy attach hereto.

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

Yours truly,

Alex Brat
Sr. Executive Director, Labour Relations
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 courses as described under PROCEDURES below.

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 on a part-time basis:

   a) a University of Toronto course, up to and including 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 & Science course tuition fee. For Master's level programmes, flex-time PhD Programs and part-time Doctoral studies the tuition waiver shall be limited to a maximum of three thousand two hundred ($3,200) dollars per academic year. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or three thousand two hundred ($3,200) 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 students are registered as University of Toronto students and receive diploma at Convocation in accordance with the University Policy on Diploma and Certificate Programmes. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee; or

e) **non-degree credit** courses offered by the School of Continuing Studies and other University of Toronto divisions, that are work or job related, up to a maximum of **seven hundred and fifty ($750) eight hundred ($800)** dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of three hundred and fifty ($350) dollars per course, with a combined maximum four (4) courses per academic year.

Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Department Head is obtained and alternative work arrangements are made.

2. Fifty (50) Percent Tuition Reimbursed

Fifty (50) percent of tuition fees will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution (other than those in 1. above), **up to a maximum of seven hundred and fifty ($750) eight hundred ($800)** dollars per course and a combined maximum of four (4) courses per academic year. 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.
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 UNDERSTANDING: RED SEAL PREMIUM

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,

An employee will be paid a premium of $1 (one dollar) per hour, added to their basic hourly wage rate set out in Schedule I – Wages and Hours of Work, if they meet both the following criteria:

- They are in any of the Chef, Sous Chef, Head Cook, or Cook classifications, and
- They have received Red Seal Certification (Cook - Trade Code 415A) and provide a copy of their certificate upon request.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

For the University For the Union

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

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

UofT & CUPE 3261 Full-Time & Part-Time
LETTER OF UNDERSTANDING: SENIORITY FOR FORMER ARAMARK EMPLOYEES

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,

In respect of the former Aramark food service employees who became employees of the University of Toronto on or about August 1, 2016, the University and the Union understand and agree that, other than for the purposes required under the Employment Standards Act, the seniority and employment service of Aramark employees under the CUPE 3261 Collective Agreement will be equivalent to their start date at the University.

However, for the purpose of differentiating among/within the Aramark employee group only, the University will provide a list to CUPE 3261 which sets out the "original Aramark and/or predecessor date of hire" for each such former Aramark employee. This list will be relative to these former Aramark employees only for the purpose of seniority among and between these former Aramark employees. It will have no application in respect of seniority and service accrued by any existing (i.e., non-former Aramark) CUPE 3261 member.

Yours truly,

Alex Brat
Sr. Executive Director, Labour Relations

For the University

For the Union

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LETTER OF UNDERSTANDING: Classifications

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 as soon as practicable after the date of ratification of the 2023-2026 Collective Agreement, the appointed full-time and regular part-time employees in the following classifications (see list below) will be converted from the lower paid classification to the higher paid classification at the applicable rate of pay, effective as of the date of ratification:

- Building Patrol II into Building Patrol I classification
- Stores Technician I into Stores Technician II classification
- Laboratory Animal Technician II into Laboratory Animal Technician III classification
- Veterinary Technologist I into Veterinary Technologist II classification

It is further understood and agreed that any employee in any of the above listed lower paid classifications who is unwilling or unable to perform the duties of the applicable higher paid classification shall be grandparented and given circled (i.e., eligible for any negotiated wage increases) in the lower paid classification, which shall be eliminated once any grandparented employee(s) are no longer occupying that lower paid classification.

Yours truly,

Alex Brat,
Senior Executive Director, Labour Relations
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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SCHEDULE VI: DENTAL CARE PLAN

The Employer agrees to contribute not less than eighty (80) ninety (90) percent of the premiums for employees participating in the University of Toronto Dental Care Plan.

The parties agree to be governed by the provisions and regulations of the said plan for the term of this Agreement.

The Employer shall have the right to amend or change the Dental Care Plan during the term of this Agreement.

Participation is optional for those on staff prior to March 1, 1970. All new staff shall be enrolled in the University of Toronto Dental Care Plan as a condition of continued employment. Employees who are covered by a dental plan through their spouse’s enrollment elsewhere may request exemption from the University of Toronto’s Dental Care Plan.

Effective July 1, 1993 the dental plan shall be amended to provide coverage pursuant to the 1992 Ontario Dental Association fee schedule.

SCHEDULE VI-B: DENTAL CARE PLAN – REGULAR PART-TIME EMPLOYEES

The Employer agrees to contribute not less than eighty (80) ninety (90) percent of the premiums for regular part-time employees participating in the University of Toronto Dental Care Plan.

The parties agree to be governed by the provisions and regulations of the said plan for the term of this Agreement. The Employer shall have the right to amend or change the Dental Care Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

For regular part-time employees who hold an appointment of twenty-five (25) percent or more of a full-time appointment, the Employer’s contribution shall be pro-rated to the percentage of a full-time appointment.

For the University

For the Union


Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references. The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

UofT & CUPE 3261 Full-Time & Part-Time
SCHEDULE VII: EXTENDED HEALTH CARE PLAN

The Employer shall contribute seventy-five (75) eighty-five (85) percent of the cost of the University of Toronto Extended Health Care Plan for all participating employees.

The parties agree to be governed by the provisions and regulations of the University of Toronto Extended Health Care plan during the term of this Agreement.

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

SCHEDULE VII-B: EXTENDED HEALTH CARE PLAN – REGULAR PART-TIME EMPLOYEES

The Employer agrees to contribute not less than seventy-five (75) eighty-five (85) percent of the billed rates of premiums for employees participating in the University of Toronto Extended Health Care Plan.

The parties agree to be governed by the provisions and regulations of the said plan for the term of this Agreement. The Employer shall have the right to amend or change the Extended Health Care Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union. For regular part-time employees who hold an appointment of twenty-five (25) percent or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage of a full-time appointment.

For the University

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For the Union

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UofT & CUPE 3261 Full-Time & Part-Time
SCHEDULE X: 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 seventy-five (175) two hundred ($200) dollars annually.

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

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

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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: Employees Employed Less Than Eight Hours Per Day – RENEW
- Letter of Intent: Workplace Accommodation/Long-Term Disability and Return to Work – RENEW
- Letter of Intent: Local Union President – RENEW
- Letter of Intent: Tuition Waiver for Dependents – RENEW
- Letter of Intent: Educational Assistance – AMEND
- Letter of Intent: Public Transit Subsidy – RENEW
- Letter of Intent: Contracting Out – Cleaning of 144 College Street and Carpet Cleaning (St. George Facilities & Services) – RENEW
- Letter of Intent: Biometrics – RENEW
- Letter of Intent: Workplace Violence – RENEW
- Letter of Intent: Trades Driver/Dispatcher – RENEW
- Letter of Understanding: Employment Equity – RENEW
- Letter of Intent: Multi-Site Joint Health and Safety Committee Structure – RENEW
- Letter of Intent: Flag Protocol & International Day of Mourning – RENEW
- Letter of Intent: Contracting Out – RENEW
- Letter of Intent: Sustainability Committee – RENEW
- Letter of Intent: Food Services Culinary Apprenticeship & Professional Development Programs – RENEW
- Letter of Understanding: Domestic Violence – RENEW
- Letter of Agreement: Impact of Employment Insurance Legislative Changes – RENEW
- Letter of Intent: Sustainability – RENEW
- Letter of Intent: Medium and Longer Term Job Creation – RENEW
- Letter of Intent: Cashier Classification – RENEW
- Letter of Understanding: Regular Part-Time Employees – RENEW
- Letter of Understanding: Maintenance Workers II at UTM – RENEW
- Letter of Understanding: Maintenance Technicians at UTM – Academic Buildings – RENEW

For the University

For the Union

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