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, 2024 to April 30, 2027.

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 22 are incorporated.

FOR THE UNIVERSITY

FOR THE UNION

[Signatures]

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

May 1, 2024      5.7% ATB increase to be applied to April 30, 2024 base salary
May 1, 2025      2.0% ATB increase to be applied to April 30, 2025 base salary
May 1, 2026      1.8% ATB increase to be applied to April 30, 2026 base salary

- The May 1, 2024 increase will be retroactive only for those employees who are actively employed in the bargaining unit on the date of ratification.

2) Amend Article 21:01 to include one (1) additional paid Personal Leave day (for a total of five (5) days).

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 ten (10) employees, who are eligible for an unreduced pension in accordance with the provisions of the UPP, on the following basis:

i) During a one (1) month window from June 1, 2024 to June 30, 2024, the University will accept applications from eligible employees for retirement on or after August 31, 2024, but no later than December 31, 2026.

ii) If there are more than ten (10) applications received during this period, the ten (10) 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) If there are less than ten (10) applications in total during this period, the University will approve any such applications and will reopen the window for an additional one (1) month from the June 1, 2025 to June 30, 2025 for retirement on or after August 31, 2025, but no later than April 30, 2027.

iv) If there are still less than ten (10) applications in total during this period, the University will approve any such applications and will reopen the window for an additional one (1) month period from June 1, 2026 to June 30, 2026 for retirement on or after August 31, 2026, but no later than April 30, 2027.

v) 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.

vi) The total number of approved Retiring Allowances shall not exceed ten (10).
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) Amend **Schedule XII**: 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.

5) Amend Article 20:06 to add “Family Caregiver Leave”.

6) Increase annual reimbursement amount for safety shoes/boots under Article 30:02 from up to two hundred and thirty ($230) dollars to up to two hundred and fifty ($250) dollars effective May 1, 2026.

7) **Add reimbursement for T.S.S.A Operating Engineer Certificate of Qualification renewal fees if required by the University as a condition of employment of an employee in the bargaining unit (as attached).**

**Benefits**

Effective June 1, 2024:

- Increase the combined maximum for Massage, Physiotherapy, Chiropractic, Naturopath, Osteopath, Acupuncturist, Homeopath & Occupational Therapist from $1,100 to $1,300 per benefit year
- Remove the overall maximum for hearing care and provide separate maximums for hearing aids and cochlear implants as follows:
  - Increase the maximum for hearing aids from $500 to $800 per ear every 36 months
  - Reimburse cochlear implants subject to reasonable and customary charges as determined by the benefits carrier every 36 months
- Increase the maximum for prescription eyeglasses or contact lenses from $600 to $650 every 24 months
- Increase the combined maximum for Psychological, Master of Social Work or Psychotherapist from $2,700 to $2,900 in year 1, $3,000 in year 2, $3,100 in year 3
- Increase the dispensing fee for prescription drugs from up to $6.50 to up to $7.50
- Increase Dental Major Services from $2,250 to $2,350
University of Toronto
April 26, 2024

- Include anesthesia for basic dental services for dependent children under the age of 21, in accordance with the terms of the benefit plan

For the University

[Signature]

For the Union

[Signature]

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

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UoT & Unifor Local 2003
LETTER OF INTENT: SCHEDULING

DATE

Kat Leonard
National Representative
Unifor Canada National Office
205 Placer Court
Toronto, ON
M2H 3H9

Dear Ms. Leonard,

Within thirty (30) days of ratification of the renewal collective agreement the parties agree to meet to discuss the outcome(s) of the scheduling pilot projects at the St. George campus.

In the event that the Union continues to have concerns regarding scheduling, the University agrees to hear, consider and discuss such concerns at quarterly meetings if requested by the Union.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

For the Union

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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) four (4) hours before the employee was scheduled to commence work, but in any event must notify the supervisor not later than one (1) two (2) hours 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.

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.
University of Toronto  
April 30, 2024

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

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17:04 Vacation credits shall be used within twelve (12) calendar months from July 1st of the date on which they were granted, except under exceptional circumstances and where mutual agreement is reached between the employee and the Designated Authority with approval of the Employer to extend carry forward up to five (5) days of unused vacation to the following year. In exceptional circumstances, as part of an approved vacation balance management plan, employees may be permitted to carry forward up to five (5) additional unused vacation days towards a planned leave. All approvals of vacation carry forward must be in writing.

For the University

[Signature]

For the Union

[Signature]

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23:06 An employee who has been newly-hired, promoted, transferred, demoted or has displaced another employee must serve at least six (6) nine (9) months in that position before they are eligible to apply to another position at the same or lower rate of pay.

For the University

Lori Anne Hill

For the Union

Ramesh

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

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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.

Engineer A - employed as a 2nd class operating engineer and has acquired a 2nd class operating engineer’s certificate with a minimum of one (1) year of operating engineer’s experience.

Engineer B - employed as a 3rd class operating engineer and has acquired a 3rd class operating engineer’s certificate with a minimum of (1) year of operating engineer’s experience.

Engineer C - employed as a 4th class operating engineer and has acquired a 4th class operating engineer’s certificate with a minimum of one (1) year operating engineer’s experience.

Trainee I - Completed one (1) year in the University’s employed in the operating engineer trainee program.

Trainee II - starting level in the University of Toronto trainee program.

BMS Technician I - employed as a 3rd class Operating Engineer, and has a minimum of three (3) two (2) years experience as a BMS Technician II.

BMS Technician II - employed as a 3rd class Operating Engineer, and has a minimum of two (2) years experience as a BMS Technician III.

BMS Technician III - employed as a 3rd class Operating Engineer, and has a minimum of three (3) years Operating Engineer experience.

For the University

For the Union

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ARTICLE 31: MODIFICATION OR TERMINATION

31:01 This Agreement shall continue in force and effect until April 30, 2024 2027, 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

[Signature]

Lori-Anne Hill

For the Union

[Signature]

[Signature]

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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 **PROVISIONS 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:

   **a)** A University of Toronto degree 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 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 a maximum of three thousand **two hundred ($3,000) ($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 ($3,000) ($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

UofT & Unifor Local 2003
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) 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 fifty ($750) 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:

1) 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

2) 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.

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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: 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 – RENEW
- 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 - RENEW
- Letter of Intent: Sustainability Committee - RENEW
- Letter of Intent: Central Health & Safety Committee - RENEW
- Letter of Intent: Overtime Opportunities – St. George Campus - RENEW
- Joint Letter of Intent: Joint Training Working Group – RENEW
- Letter of Intent: Union Release – Billable Hours – RENEW
- Letter of Intent: Use of Personal Vehicle – RENEW
- Letter of Intent: TSSA Certification Requirements at the St. George Campus - DELETE

For the University

For the Union

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LETTER OF INTENT: LEAD HAND RATE AT ST. GEORGE CENTRAL STEAM PLANT

DATE

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

Dear 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 2022-2024 2024-2027 Collective Agreement.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

For the Union

Lou Anne Miller

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Compassionate Care Leave

20:06 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 will pay the equivalent of the maximum possible weekly Employment Insurance benefit during the one (1) week waiting period provided that the employee applies for and receives Employment Insurance compassionate care benefits.

For the University

For the Union

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ARTICLE 21: PAID PERSONAL LEAVE OF ABSENCE

21:01 Commencing July 1st, of each year, each member of the bargaining unit shall be allowed for good reason up to four (4) five (5) days' or up to eight (8) ten (10) half days' paid leave of absence annually. Subject to operational requirements and approval of the supervisor, employees shall be permitted to take such leave of absence in increments of one (1) hour. Such leave of absence shall not accrue from one year to another if not used in that year. Each application for leave of absence must be made, in writing, to the supervisor, and shall indicate the reason for the application therefor. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance, except in cases of emergency. The supervisor will provide the employee with an answer 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.

For the University

For the Union

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T.S.S.A Operating Engineer Certificate of Qualification Renewal Fees

30:05 If required by the Employer as a condition of employment of an employee in the bargaining unit, the Employer will reimburse the employee annually beginning on May 1, 2024 for T.S.S.A Operating Engineer Certificate of Qualification renewal fees upon production of original receipt(s).

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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APPENDIX A: TRAINING OF OPERATING ENGINEER (TRAINEES)

The Employer and the Union recognize the desirability of a broad training programme for operating engineers requiring experience in more than one unit. With this in mind, the parties have reached the following understanding:

1. The twenty-four (24) twelve (12) month programme is established at the University of Toronto for the purpose of training applicants selected by the Employer as operating engineers. This period may be shortened if the Trainee successfully completes the requirements of the programme earlier than the twenty-four (24) twelve (12) months and is hired by the Employer as an operating engineer.

2. The employee will be classified as a “Trainee” and will be entitled to all conditions, rights and privileges under the Agreement except Articles 12:01 and 13:01. However, at the conclusion of thirty (30) working days of service the Trainee shall be enrolled in the applicable University of Toronto benefit programs in accordance with this Agreement.

3. A Trainee who has successfully completed the training programme and received an operating engineer’s certificate, and has been the successful applicant as an operating engineer, shall be entitled to seniority retroactive to the date on which they were initially employed as a Trainee.

4. The training period will be terminated, unless otherwise mutually agreed to by the Employer and the Union, after a period of twenty-four (24) twelve (12) months. The Employer may discharge a Trainee at any time during the training period, without cause and at the sole discretion of the Employer. Should it be necessary to terminate the employment of a Trainee prior to the completion of the training programme for unsatisfactory performance, the Employer will notify the Union accordingly.

5. The Employer agrees that Trainees will not be used to replace members of the bargaining unit for purposes of reduction of regular hours of work or overtime.

6. Trainees will have successfully completed the 4th Class Operating Engineers Modular Training Programme as recommended by the Technical Standards and Safety Authority (T.S.S.A.).

7. When a Trainee who has been qualified as a 4th class operating engineer is assigned temporarily to do the work of a member of the bargaining unit, they shall receive the appropriate rate while performing the work.

8. It is the Employer’s intention to discuss with the Union the Training Programme for the purposes of improving the programme.
9. Should employment not be available to the Trainee upon successful completion of the training programme, for a twelve (12) month period the Trainee will receive preferential consideration as a 4th Class Engineer, should a position remain available after the job posting process has been exhausted.

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