



UNIVERSITY OF  
**TORONTO**

**COLLECTIVE AGREEMENT**

- BETWEEN -

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**

- AND -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2484**



**CUPE2484**

**Term of Agreement: July 1, 2021 to June 30, 2023**

Accessible formats of this Collective Agreement are available upon request.  
Please contact us at [labour.relations@utoronto.ca](mailto:labour.relations@utoronto.ca).

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## **LAND ACKNOWLEDGMENT**

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

**COLLECTIVE AGREEMENT ENTERED INTO** at the City of Toronto, in the Province of Ontario, as of March 31, 2023.

- between -

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**  
(hereinafter called "the Employer")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2484**  
(hereinafter called "the Union")

**ARTICLE 1: PREAMBLE**

1:01 It is the purpose of both parties to this Agreement:

- (1) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- (2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- (3) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- (4) to maintain a high standard of care for children and promote their intellectual, physical and emotional development;
- (5) to encourage and promote cooperation and mutual support between day care workers, the Employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for day care generally and are adversely affected by attempts to restrain or cut back government expenditures for day care;
- (6) to encourage and promote the development of accessible, affordable, quality day care as a universal right for all parents and children.

1:02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

**ARTICLE 2: MANAGEMENT RIGHTS**

2:01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, classify, transfer, promote, layoff, suspend or otherwise discipline employees;
- (c) establish and enforce rules and regulations, not inconsistent with the provision of this Agreement, governing the conduct of the employee, and
- (d) generally to manage and operate the University of Toronto.

2:02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and in such a way as to promote a harmonious relationship with the employees.

### **No Discrimination**

2:03

- (a) The University and the Union are committed to equal opportunity in employment for women, Indigenous peoples, people with disabilities, and people who because of their race, colour, sexual orientation or gender identity and expression have been historically, and continue to be, disadvantaged in Canada. The University and the Union recognize that an individual has the right to determine their own gender identity. This includes that right to determine their own pronouns. The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University.
- (b) The University and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, gender orientation, gender identity, gender expression, religious belief, colour, ethnic origin, mother tongue, marital status, family status, political affiliation or belief, citizenship, sexual orientation, disability, age, or record of offences, as those terms are defined in the *Ontario Human Rights Code* (if applicable), subject to the Ontario Human Rights Code provisions related to *bona fide* occupational qualification.
- (c) The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

## **Workplace Harassment**

2:04 The University will provide an environment where members employees of the bargaining unit are not subjected to workplace harassment. Employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the *Occupational Health and Safety Act* and the University's Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. For clarity, the current *Occupational Health and Safety Act* defines "workplace harassment" as: "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome."

For clarity, workplace harassment may occur while on University of Toronto premises and in work-related activities or social events occurring off-campus. For clarity, workplace harassment that occurs through electronic means in covered by this Article.

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome, or if, after 45 days have elapsed from the date the written complaint was brought to the attention of the University, identifying the conduct alleged to constitute workplace harassment, the University has not provided the employee with a response to the complaint. Such grievance will be filed at Step 3 of the grievance procedure. If not resolved at Step 3, the parties may agree to mediation or facilitation before an agreed upon mediator or facilitator before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

During any internal steps taken to resolve the situation, employees shall be advised they have the right to be accompanied by a Union Representative.

## **ARTICLE 3: BARGAINING UNIT**

3:01 The Employer recognizes the Canadian Union of Public Employees and its Local 2484-08 as the sole and exclusive collective bargaining agent for all of its employees of the Early Learning Centre save and except supervisor, and persons above the rank of supervisor, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them. Clarity note: students in field practicum placements and casual staff are not covered by this bargaining unit.

## **Work of the Bargaining Unit**

3:02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in an emergency or in cases mutually agreed upon by the parties.

## **Definition of Employees**

3:03

- (a) A regular full-time employee is a person employed by the Early Learning Centre who regularly works twenty-four (24) hours or more per week.
- (b) A regular part-time employee is a person employed by the Early Learning Centre who regularly works less than twenty-four (24) hours per week.
- (c) The Employer may employ Term employees for a time period of no less than three (3) months and no longer than 12 months, unless otherwise mutually agreed, in order to replace regular employees who are absent due to prolonged illness, injury, or leave of absence. Upon commencement of employment, the Employer will notify the Union of the name, date of hire, classification, and location of employment. Term employees shall be covered by the Collective Agreement, except that the following provisions shall not apply for the duration of their 12 month appointment: Letter of Intent: Educational Assistance, Letter of Intent: Fee Waiver for Dependents, Schedule III- Long-Term Disability Plan, and Schedule IV – Group Life and Survivor Income Plan.

After six (6) months of continuous employment, a term employee shall be entitled to the following provisions of the Collective Agreement:

- Schedule V: Dental Care Plan
- Schedule VI: Extended Health Care Plan
- Schedule VIII: Vision Care Plan

*Clarity Note: Casual staff are not covered by this Collective Agreement.*

## **No Other Agreements**

3:04 No employee shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representatives which may conflict with the terms of this Collective Agreement.

## **ARTICLE 4: UNION MEMBERSHIP REQUIREMENT**

### **Employees to be Members**

4:01 As a condition of employment, all employees of the Employer shall remain members in good standing of the Union according to the constitution and bylaws of the Union. As a condition of employment, all new employees who are members of the bargaining unit as defined in Article 3 shall become and remain members in good standing of the Union within thirty (30) days of employment.

## **ARTICLE 5: CHECK-OFF OF UNION DUES**

### **Check-Off Payments**

5:01 The Employer shall deduct from every employee any dues levied by the Union on its members. The Union shall inform the Employer in writing of the authorized monthly deductions to be checked off as defined above.

### **Deductions**

5:02 Deductions shall be made from each payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifth day following the end of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

### **Dues Receipts**

5:03 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid for each union member in the previous year.

### **Information to the Union**

5:04 It is agreed that the Employer will provide the Secretary-Treasurer of the Union, Local 2484 on a semi-annual basis (with a compatible electronic copy) 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 or part-time), newly hired employees (i.e., newly entering the bargaining unit), terminated employees (i.e., no longer a part of the bargaining unit), employees on leaves of absence, pregnancy/parental/primary caregiver leaves, long-term disability or WSIB leaves of absence, the classification, and the work location of employees in the bargaining unit.

## **ARTICLE 6: ACQUAINTING POTENTIAL EMPLOYEES**

### **Potential Employees**

6:01 The Employer agrees to acquaint potential employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles dealing with union security and dues check-off.

### **Interviewing Opportunity**

6:02 The Union shall be notified of the full name, position and employment status (e.g., full-time, part-time, term), start date and initial work location of all employees hired into the bargaining unit prior to their first day of employment.

All employees shall be given an opportunity to be interviewed by a representative of the Union within regular working hours, without loss of pay for either, for a maximum of sixty (60) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

## **ARTICLE 7: CORRESPONDENCE**

7:01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Secretary of the Union, with copies to the Union's Regional Office in Toronto.

A copy of any correspondence between the Employer, or the Employer's designate, and any employee in the bargaining unit, pertaining to the interpretation or application of any part of this Agreement, shall be forwarded to the Secretary of the Union or the Secretary of the Union's designate.

## **ARTICLE 8: LABOUR MANAGEMENT BARGAINING RELATIONS**

### **Representation**

8:01 The Employer shall not bargain with or enter into any Agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of

its supervisory personnel with whom the Union may be required to transact business.

### **Union Bargaining Committee**

8:02 Union Stewards normally carry out their functions under this Agreement during their normal working hours. It is understood that Union Stewards are employees in this bargaining unit with regular duties in accordance with their classifications and they will not leave their regular duties for the purpose of handling grievances or any other matters related to their functions as Union Stewards without obtaining the permission of their supervisor. Such permission shall not be unreasonably withheld.

For the purpose of negotiating a Collective Agreement the Employer will recognize up to three (3) members of the bargaining unit as members of the Union's bargaining committee and one (1) alternate. The Union will advise the Employer of the Union members of the bargaining team.

### **Function of Bargaining Team**

8:03 Matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions may be referred by the Union bargaining team to the Employer for discussion and settlement.

### **Representative of Canadian Union**

8:04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer in order to investigate and assist in the settlement of a grievance.

### **Meeting of Team**

8:05 In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than twenty-one (21) calendar days after the request has been given.

### **Time Off For Meetings**

8:06 Where possible meetings will be held between 9:00am and 6:00 pm. Meetings beginning later than 3:00pm will occur by mutual consent. Any representative of the Union or the bargaining team, who is in the employ of the Employer, shall have the right to attend bargaining meetings with the Employer held within working hours without loss of remuneration, subject to Article 22:01.

## **Technical Information**

8:07 Within twenty-one (21) days of receipt of a written request by the Union, the Employer shall make available to the Union, any information which is available to the Employer required by the Union such as budgets, job descriptions, positions in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to pension and welfare plans which are pertinent for collective bargaining purposes.

## **Education on the Job**

8:08 The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, union meetings on topics related to employment to be held on the Employer's premises during the employees' lunch period or following the regular working day. Prior arrangement for such functions shall be made with the Employer and no such function shall be permitted where it will interfere with the normal operation of the Centre.

## **Labour-Management Committee**

8:09 The Union and the University acknowledge the mutual benefit of open two-way communication. Therefore, the parties agree that there will be a joint Labour-Management Committee consisting of three (3) representatives from the University and three (3) representatives selected by the Union. The Staff Representative or National Representative of the Union may also attend such meetings. Meetings will be held on a quarterly basis and each party shall submit to the other a written agenda, fourteen (14) calendar days before the upcoming meeting. The University will discuss the agenda items with senior University representatives. as appropriate, and may invite such representatives to the meeting in order to address specific items on the agenda. Such items may include any known issue(s) that will potentially impact the bargaining unit and/or its members. Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify or amend any part of the Collective Agreement. A representative of each party shall be designated Co-Chairperson; the two (2) persons so designated shall alternate presiding over meetings.

## **ARTICLE 9: RESOLUTIONS AND REPORTS OF THE EMPLOYER**

### **Employer Shall Notify Union**

9:01 Any reports or recommendations of the Employer about to be made to the municipal, regional or provincial governments or their respective advisory committees dealing with matters of day care policy and/or conditions of employment and which affect employees within this bargaining unit shall be communicated by the Employer to the Union within a reasonable amount of time in order to afford the Union a

reasonable opportunity to consider them and, if deemed necessary, of speaking to them before they are dealt with by the respective government body. Similarly, any submissions prepared by the Union shall be given to the Employer to allow time for mutual discussion if desired. The Union shall be informed ten (10) working days prior to such meetings.

### **Copies of Resolutions**

9:02 Copies of all proposed or adopted motions, briefs, resolutions, bylaws or rules and regulations by the municipal, regional or provincial government or their respective advisory committees which affect the members of this Union and/or the general provision of day care received by either party shall be maintained in an open file to which the employees have access.

### **ARTICLE 10: GRIEVANCE PROCEDURE**

10:01 It is the mutual desire of the parties that complaints with respect to the application, interpretation, administration or alleged violation of this Agreement be addressed as quickly as possible and it is understood that an employee or group of employees shall first give the immediate supervisor an opportunity to adjust a complaint before any grievance may be filed. This informal step must be initiated within fifteen (15) working days after the employee became aware or ought reasonably to have become aware of the circumstances giving rise to the complaint. This step may also be satisfied by the Union raising the complaint with the immediate supervisor on behalf of the employee or group of employees, in which case the appropriate Human Resources representative or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the appropriate Human Resources representative. The parties will attempt to resolve the complaint within five (5) working days from the date it was brought to the attention of the immediate supervisor or the Human Resources representative. Failing a satisfactory settlement within five (5) working day period, then within a further ten (10) working days the complaint may be taken up as a grievance in the following manner:

At any step of the grievance procedure, the grievor may be present at the meeting(s) if requested by either party.

The University shall not be required to consider any grievance which was not filed within thirty (30) working days after the grievor became aware or ought reasonably to have become aware of the circumstances given rise to the grievance.

### **Step One**

10:02 The grievance shall be submitted, in writing, to the Labour Relations Department, along with the name of the immediate supervisor and Department, by the employee(s) or the Union. The nature of the grievance, the relevant provisions of the agreement, a general statement of relevant facts and the remedy sought shall

be set out in the grievance. Within five (5) working days the Department Head or designate shall meet with the Union (not to exceed two (2) in number) in an attempt to resolve the grievance. The Department Head or designate shall, within a further five (5) working days, give their decision in writing to the Union.

### **Step Two**

10:03 If the grievance is not settled at Step One, the written grievance may be advanced by notifying the local Human Resources representative within ten (10) working days after receiving the Step One decision in writing. The local Human Resources representative shall forward a copy to the Division Head or designate, or alternatively directly to Step Three (3). The Division Head or designate shall, within ten (10) working days, meet with the Union (not to exceed two (2) in number) in a further attempt to resolve the grievance. The Division Head or designate shall, within a further ten (10) working days, give their decision in writing to the Union.

### **Step Three**

10:04 If the grievance remains unsettled at the conclusion of Step Two, the written grievance may be advanced by notifying the local Human Resources representative who shall forward a copy to the Senior Executive Director, Labour Relations or designate within ten (10) working days after receiving the Step Two decision in writing. The Senior Executive Director, Labour Relations or designate shall, within fifteen (15) working days, hold a meeting with the Union (not to exceed two (2) in number), the Local Union President, and a staff representative of the Union, or designate, in a further attempt to resolve the grievance. The Senior Executive Director, Labour Relations or designate shall, within a further ten (10) working days, give their decision, in writing, to the Union.

### **Discipline Grievance**

10:05 An employee having a grievance alleging improper discipline may file the grievance in accordance with Article 10:02 of the Collective Agreement within fifteen (15) days after the disciplinary action.

10:06 At each step of the grievance process the University representative may have with them, at any grievance meeting, an equal number of University representatives to the number of Union Representatives. Unless agreed upon in advance by the Union and the University, there shall be no more than three (3) representatives of the Union and no more than three (3) representatives of the University, not including the grievor and the person hearing the grievance.

10:07 When two (2) or more employees with the same Department Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step One of the grievance procedure.

- 10:08 A grievance arising directly between the University and the Union (which could not be grieved by an individual employee) shall be initiated at Step Three (3). Any grievance by the University or the Union as provided herein shall be commenced within ten (10) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.
- 10:09 The time limits provided in this Article may be extended by mutual agreement between the parties in writing.
- 10:10 Any step of the grievance process may be waived by mutual agreement of the parties.
- 10:11 Where no response to the grievance is given within the time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.

#### **ARTICLE 11: ARBITRATION**

- 11:01 When either party requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other party and delivered within twenty (20) calendar days of receipt of the answer to the grievance at Step 3. Where no written request for Arbitration is received within the time set out herein, the grievance shall be deemed to have been withdrawn and not eligible for Arbitration. In the event a grievance is referred to Arbitration in accordance with this Article, the Arbitrator shall be selected from amongst this list of Arbitrators:

Rob Herman  
Louisa Davie  
Kevin Burkett

A written request that a grievance be submitted to arbitration shall include the name(s) of the referring party's proposed Arbitrator. Within twenty (20) calendar days thereafter, the other party shall provide written notice that it agrees to an Arbitrator proposed by the other party or will propose the name(s) of another proposed arbitrator. If the parties are unable to agree on an Arbitrator, either party may then request the Minister of Labour for Ontario to appoint one.

- 11:02 No matter may be submitted to Arbitration, which has not been carried through the grievance procedure.
- 11:03 The Arbitrator shall hear and determine the grievance and the Arbitrator's decision shall be final and binding upon the parties hereto and the employees.

11:04 The Arbitrator's decision shall be consistent with the terms of the Collective Agreement. The arbitrator shall not alter, modify or amend any part of the Collective Agreement. The Arbitrator shall have the power to amend a grievance, modify penalties, or dispose of a grievance by any arrangement which the Arbitrator deems just and equitable.

11:05 The parties will jointly bear the fees and expenses of the Arbitrator.

11:06 The time-limits set out in this Article may be extended by mutual agreement of the parties, in writing.

## **ARTICLE 12: DISCHARGE, SUSPENSION AND DISCIPLINE**

### **Adverse Report**

12:01 The Employer shall notify an employee in writing of any expression of dissatisfaction which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to the employee's work, within ten (10) working days of the event of the complaint. A copy shall be forwarded to the Shop Steward at the Child Care Centre. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against them at any time. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

The record of an employee shall not be used against them at any time after twelve (12) consecutive clear months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

### **Disciplinary Interview**

12:02 Where an employee is summoned to the supervisor's office for an interview concerning discipline, the supervisor will inform the employee of the right to have their Union Steward present prior to discussing the matter with the employee. The employee may, if the employee so desires, request the presence of their Union Steward to represent them during the interview. If the employee requests representation by their Union Steward, the supervisor will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned. Whether called or not, the Union Steward will be advised in writing within one (1) working day (24 hours) of the facts of the disciplinary action and the reason therefore.

## **Discipline Procedure**

12:03 The employee shall be notified in writing of the action and/or penalty. If the employee challenges the Employer's decision, a copy of the Employer's notice shall be sent to the Secretary of the Union. No discipline will be done without just cause. This clause shall not restrict the Employer from suspending an employee until the issue is resolved through the grievance and/or arbitration procedure. In the event that the Employer requires that an employee absent themselves from the Centre while they investigate an allegation of wrongdoing, the Employee will not suffer loss of income or benefits for the period of investigation up to the imposition of subsequent discipline or reinstatement.

## **Burden of Proof**

12:04 In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance or arbitration, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

## **Warning**

12:05 Whenever the Employer or the Employer's authorized agent deem it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer will present the censure in written form to the employee. If challenged by the employee, the Employer shall give written particulars of such censure to the Secretary of the Union within ten (10) working days.

The Employer shall only discipline an employee for just cause.

## **No Strikes or Lockouts**

12:06 The Employer undertakes that there will not be a lockout as defined in the *Labour Relations Act* during the term of this Agreement. The Union undertakes that there will be no strike as defined in the *Labour Relations Act* during the term of this Agreement.

## **Political Action**

12:07 No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates or subordinate bodies. Time away from the workplace if required for such participation shall be taken as either paid or unpaid leave under this Collective Agreement (e.g., vacation, family float days, banked overtime) and the approval of such leave requests shall be subject to operational requirements and shall be granted on a first come, first serve basis.

## **Access to Personnel File**

12:08 An employee shall have the right to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

Examination of the personnel file may be made after the employee gives notice of their desire to do so, and under the conditions which the Employer deems appropriate to ensure security of the file.

## **Use of Demotion as Discipline**

12:09 Demotion shall not be used as a disciplinary measure.

## **ARTICLE 13: SENIORITY**

### **Seniority Defined (Type of Seniority Unit)**

13:01

#### **(a) Seniority for full-time and part-time employees**

Seniority is defined as the length of service in the employ of the Employer and shall be used as set out in other provisions of this Agreement.

#### **(b) Seniority for term employees**

Term employees shall accumulate seniority on the basis of 1885 hours of work equaling one year of service. Seniority shall be exercised only in making application and being considered to fill a vacant position.

### **Seniority List**

13:02 The Employer shall maintain a seniority list showing the date of hire and the seniority accumulation. An up-to-date seniority list shall be sent to the Union and posted within the Child Care Centre in January of each year.

### **Probation for Newly Hired Employees**

13:03

- (a) A newly hired employee other than a casual employee shall be on probation for the first six (6) months of active employment (i.e., days actually at work at the University). For clarity, active employment does not include the University closure in December and January, unless the employee is required to work during that period. After three (3) months of active employment the Employer shall review the work performance of the employee and submit the evaluation

to the employee. The employee shall have the right to have a Union Steward present at the meeting where this evaluation is submitted. Days worked need not be consecutive for purposes of calculating the period of probation. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, unless the employee is limited by the conditions of article 3:03 (c). After completion of the probationary period, seniority shall be effective from the original date of employment. During the probationary period an employee may be terminated at any time for a lesser standard than "just cause". The parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge or substitute or provide any other remedy in the case of the discharge of a probationary employee, unless the discharge was discriminatory, arbitrary or made in bad faith.

- (b) A term employee offered a regular full-time or part-time position will receive as a credit against the length of the probationary period the full-time or parttime equivalent of the employee's term service within the twelve (12) months preceding the commencement of regular full-time employment.

### **Loss of Seniority**

13:04 An employee shall not lose seniority rights if the employee is absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Employer.

## **ARTICLE 14: PROMOTIONS AND STAFF CHANGES**

### **Job Postings**

14:01

- (a) When a permanent vacancy is anticipated or a new position is created within the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on a bulletin board for a minimum of one (1) week so that all members will know about the vacancy or new position. Such positions shall be posted within one (1) week of vacancy. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's retirement. The Employer shall make every reasonable effort to fill a vacant position as quickly as possible. If for any reason the Employer anticipates there will be a delay in the filling of a vacant position, they will notify the Union accordingly. The job shall normally be filled within three (3) weeks of an appointment being offered and accepted.
- (b) Where a term vacancy exists that will last longer than three (3) months, or is reasonably expected to last longer than three (3) months, the Employer shall post such vacancy as a term contract, for up to twelve (12) months in duration or longer if mutually agreed. Such posting shall be made immediately upon the Employer being informed of, or having reasonable knowledge that the vacancy

shall exceed three (3) months. The job shall normally be filled within three (3) weeks of an appointment being offered and accepted.

### **Information in Postings**

14:02 Such notices shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, and salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. It is understood that the qualifications listed in the current position description are the recognized qualifications for all job postings.

### **Union Preference**

14:03 Outside applications for any advertised vacancy shall not be considered until such time as applicants of present union members at the Child Care Centre have been fully processed in accordance with this Article.

When a term vacancy becomes available in their classification, the term employee with the highest seniority shall be offered an extension of their contract to cover the new vacancy. The term employee must have successfully completed their initial probation, and possess the necessary skills and qualifications to perform the work.

### **Promotions**

14:04

- (a) When selecting an employee for a bargaining unit position, the Employer agrees to use all available information to determine which employee is best qualified to fill the position. The Employer will consider the applicant's qualifications, which shall include knowledge, skill and ability to perform the normal requirements of the job. Where it is determined that the qualifications of the applicants are relatively equal, seniority shall be the governing factor. The job shall normally be filled within three (3) weeks of an applicant being offered and accepted.
- (b) Where an applicant is selected, when requested to do so, the University will meet with the Union to elaborate upon its rationale for concluding that the applicant selected is demonstrably the most qualified.

14:05 The successful applicant for a promotion shall be notified as soon as possible and shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. An employee who has served in a higher classification on a temporary basis or who has performed the duties of the position to which the employee is

promoted shall receive as a credit towards the trial period the time so served in the position.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to their former position, wage, salary rate, without loss of seniority. Any other employee temporarily promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

## **Internal Transfers**

14:06

- (a) Where there is only one (1) internal applicant for a position, and the applicant holds the qualifications for the job, they will be required to meet with their manager and/or Supervisor to discuss the transfer. For the purposes of this Article, the applicant must be a regular full-time or regular part-time employee.
- (b) The discussion referred to in (a) may be composed of, but not limited to the following:
  - a review of the applicant's career goals
  - a review of the applicant's professional development
  - a review of the applicant's suitability
  - operational feasibility of the transfer
- (c) If the Employer is of the opinion that the applicant is in need of additional training and development in order to successfully transfer into the new role, the Employer will make recommendations to the applicant on how this may be facilitated, and will, in addition, list reasonable goals and objectives to be achieved within a two (2) month trial period associated with the transfer.
- (d) The employee will be placed on trial in the new position for a period of two (2) months. Conditional upon satisfactory performance in the role, the employee shall be declared transferred to the position at the end of the two (2) month trial period.
- (e) In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties and/or stated goals and objectives of the new position, the employee shall be returned to their former position, wage, salary rate, without loss of seniority. Any other employee temporarily promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.
- (f) For clarity, the trial period referred to in Article 14:05 shall apply to lateral transfers only.

### **Notice of Transfer to Employee**

14:07 If it is necessary for an employee to be transferred to work with a different group of children, this shall not be done in an arbitrary or discriminatory way. Prior to the Employer's finalizing a transfer decision, the affected employees and their Union Representative will be briefed, and the reasons for the transfer will be explained. The Employer will consider any suggestions or preferences or training needs expressed by the employees. Where possible, employees will be given one (1) month of notice of a transfer.

### **Notification to Employee and Union**

14:08 Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on a bulletin board.

### **Secondment**

14:09 Recognizing the benefits of secondments in building transferrable skills and for overall career development for employees, the University will consider secondment requests as follows:

A non-probationary regular full-time or regular part-time employee in a continuing position who is the successful applicant for a term position within the University may, prior to accepting the term position, make a written request to their manager to take a temporary leave from the continuing position of up to two (2) years so that the employee may return to their continuing position at the end of the term position. The manager's decision to grant or deny a secondment shall be based on reasons of operational efficiency and service effectiveness. Such requests shall not be unreasonably denied.

The employee will return to the continuing position that is being held for them at the end of the temporary leave if the position still exists. The University will provide any training it deems necessary for the employee to resume their duties in the continuing position. If the position is eliminated during the leave, the provisions of Article 16 shall apply.

## **ARTICLE 15: EVALUATIONS**

15:01 An annual performance evaluation of each employee shall be done by the supervisor. A written copy of the evaluation, signed by the employee and the supervisor, shall be included in the employee's personnel file. Evaluations shall be solely for the purpose of assisting the employee in her development.

## **ARTICLE 16: LAYOFFS AND RECALLS**

### **Definition of Layoff**

16:01 A layoff shall be defined as a lack of work, reduction in the work force, or a reduction in the regular hours of work as defined in this Agreement.

### **Role of Seniority in Layoffs**

16:02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, senior qualified employees shall be given the first option of accepting a layoff.

Where senior employees do not accept layoff, all term employees shall be laid off first, after which all other employees shall be laid off in the reverse order of their seniority. This shall be done always provided that the remaining jobs shall continue to be filled with qualified employees in accordance with the *Child Care and Early Years Act 2014*.

### **Recall Procedure**

16:03 Employees shall be recalled in the reverse order of their layoff except where a senior employee opts not to accept a recall for which a junior employee, qualified in accordance with the *Child Care and Early Years Act 2014* if required, is available.

### **No New Employees**

16:04 New employees shall not be hired until those laid off have been given an opportunity of recall.

### **Advance Notice of Layoff**

16:05 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off fifteen (15) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.

### **Grievance on Layoffs and Recalls**

16:06 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

### **Termination Layoff Notice**

16:07 The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:

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

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

## **ARTICLE 17: HOURS OF WORK**

### **Regular Daily Hours**

17:01 The regular daily hours of work shall be seven and a quarter (7.25) hours per day, exclusive of a one (1) hour lunch break scheduled each day.

### **Regular Weekly Hours**

17:02 The regular weekly hours shall be thirty-six and a quarter (36.25) hours weekly.

### **Flexible Working Hours/Week**

17:03 During the life of this Agreement, flexible working hours may be introduced provided that:

- (a) they are mutually agreed upon between the employee and the Employer, and
- (b) the number of hours worked in the course of a week does not exceed the limits stipulated in Clause 17.02 above.

### **Working Schedule**

17:04 The hours and days of work of each scheduled employee shall be posted in an appropriate place at least two (2) weeks in advance. Each Child Care Centre shall, after agreement with the respective unit executive of the Union, set forth the working schedule for the members of the Union working at the Child Care Centre. The schedule shall be posted in each classroom and the office at the Early Learning Centre.

### **Paid Rest Periods**

17:05 All employees shall be given a paid rest period of fifteen (15) minutes in the first and second half of their daily shift in an area made available by the Employer. If mutually agreed to between the parties, the two (2) rest periods shall be combined.

## **Daily Lunch Breaks**

17:06 All employees shall be given a one (1) hour unpaid lunch break each day. This one (1) hour lunch break shall be taken at a scheduled time each day. During scheduled field excursions, the employee shall be required to work during this one (1) hour lunch period and such time shall be compensated as overtime as defined under Section 18:01.

## **ARTICLE 18: OVERTIME**

### **Overtime Defined**

18:01 Overtime must be authorized in writing in advance by an employee's immediate supervisor. Wherever practical, all overtime shall be distributed on a voluntary basis and as equitably as possible to the employees who normally perform the work.

Employees who perform work in excess of thirty-six and one-quarter (36 $\frac{1}{4}$ ) hours in a work week will be paid at the rate of time and one-half the employee's regular rate of pay for authorized hours worked beyond thirty-six and one-quarter (36 $\frac{1}{4}$ ), it being understood that overtime pay will not apply unless or until the time worked is at least one-quarter (15 minutes) hour more than the employee's regular hours of work in a day.

### **Banking Hours for Time in Lieu of Overtime Pay**

18:02 The Employer will maintain an overtime bank for each employee consisting of a record of periods of authorized overtime worked which an employee may take as lieu time off, which overtime bank may not exceed two working days in any quarter. When an employee's overtime bank exceeds two (2) working days in any quarter, it will be paid automatically on the employee's next regular pay cheque.

Authorized overtime worked by an employee will be credited to their overtime bank (if there is sufficient room in the employee's overtime bank), unless the employee and the immediate supervisor mutually agree that the overtime be paid on the employee's next regular pay cheque.

Lieu time off in an employee's overtime bank will be taken at times mutually agreed to by the employee and the immediate supervisor.

**ARTICLE 19: HOLIDAYS**

**Paid Holidays**

19:01 The Employer recognizes the following as paid holidays, for all employees.

Christmas Day	Boxing Day
Family Day	New Year's Day
Good Friday	Canada Day
Victoria Day	Thanksgiving Day
Civic Holiday	Labour Day

**Compensation for Holidays on Saturday or Sunday**

19:02 When any of the above-noted holidays falls on a Saturday or Sunday, and is not proclaimed as being observed on some other day, one other day, mutually agreed upon by the Union and the Employer, shall be deemed to be the holiday for the purpose of this Agreement.

**Holiday Closure**

19:03 It is agreed that the Employer reserves the right to close the Early Learning Centre at its sole discretion over the Christmas-New Year holiday period.

In addition to the paid holidays listed in Article 19:01, employees will be given the following days off with pay: Day Before Christmas, Day Before New Year's Day and any Presidential Day(s) designated by the University, the timing of which will be determined by the University.

Employees required to work by the University on one or more of these days will be paid at straight time for the day and will be given another day off with no loss of regular straight time pay at a time mutually agreed by the employee and the supervisor.

**Inclement Weather**

19:04 In the event the Centre is declared closed by the Employer due to inclement weather, no employee shall suffer a loss of regular earnings.

**ARTICLE 20: VACATIONS****Regular Full-Time and Part-Time Employees**

20:01 Employees shall be entitled to vacation pay as follows:

Length of Continuous Service	Vacation Entitlement
1 month	1 day
2 months	3 days
3 months	4 days
4 months	5 days
5 months	6 days
6 months	8 days
7 months	9 days
8 months	10 days
9 months	11 days
10 months	13 days
11 months	14 days
1 year	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
12 years	21 days
14 years	22 days
15 years	25 days

**Term Employees**

20:02 Term employees shall accrue vacation at a rate of 1 (one) day per month for the first twelve (12) months of their appointment. A term employee who accrues continuous unbroken service of more than one (1) year shall be entitled to vacation in accordance with Article 20:01.

**Compensation for Holidays Falling Within Vacation Schedule**

20:03 If a paid holiday falls on or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Employer and employee.

**Vacation Pay on Termination**

20:04 An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, within thirty (30) days of termination.

### **Preference in Vacations**

20:05 If vacations are requested during the months of July and August, they shall be granted first on the basis of seniority.

### **Unbroken Vacation Period**

20:06 Each employee shall receive an unbroken period of vacation except in months of July and August where a maximum of ten (10) working days will be taken, unless mutually agreed upon between the Employer and an employee.

### **Approved Leave of Absence During Vacation**

20:07 Where an employee qualifies for sick leave, bereavement or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

### **Maximum Annual Carry Over of Vacation**

20:08 No employee shall carry over more than ten (10) days vacation from any previous year without the consent of the Employer.

## **ARTICLE 21: SICK LEAVE PROVISIONS**

### **Sick Leave Defined**

21:01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the *Workplace Safety Insurance Act*.

### **Amount of Paid Sick Leave**

21:02

- (a) Where an employee is unable to report for work due to sickness or injury, the Centre must be informed as early as possible but not later than 7:30 a.m. prior to the commencement of the employee's scheduled shift in order that arrangements can be made for a replacement. Staff who become ill between 6:00 p.m. and 7:30 a.m. must call the after-hours line, leaving a message at the Centre. After 7:30 a.m., employees must call the Centre's daytime line directly.

- (b) All regular employees will be granted sick leave with full salary for up to fifteen (15) weeks each year except that employees are not eligible for sick leave beyond the expiry of their employment.
- (c) For employees on probationary period, up to five (5) paid days will be granted to cover absences due to illness or injury.
- (d) For term employees, paid days to cover absences due to illness or injury will accrue at a rate of 0.5 days per month for the first twelve (12) months of their appointment.

### **Physician's Certificates**

21:03 An employee may be required to produce a certificate from a medical doctor certifying that the employee was unable to carry out their duties due to illness, if that employee has had six (6) or more periods of absence during the previous six (6) months, or for any illness in excess of five (5) days for which sick leave is claimed under this Article. The Employer shall be responsible for paying the direct cost of such a medical certificate it has required. Following a prolonged or serious illness the Employer may require the employee to be certified medically fit by a medical doctor before the employee returns to regular duties.

### **Workers' Compensation Pay Supplement**

21:04 All employees shall be covered by the *Workers' Compensation Act*. An employee prevented from performing the irregular work with the Employer on account of an Occupational accident that is covered by the *Workers' Compensation Act* shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and their last rate of pay. Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments.

In order to continue receiving their regular salary, the employee shall assign his compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's Income Tax (T-4) form.

An employee receiving payment for a compensable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on Workers' Compensation, the Employer shall continue to pay the Employer's share of all premiums for employee benefit plans. An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Employer.

It is understood that the employee will continue to receive full salary for a maximum period of fifteen (15) weeks. Thereafter, the injured employee shall be entitled to only that amount that would be received from the Workers' Compensation Board.

## **ARTICLE 22: LEAVE OF ABSENCE**

### **Negotiating Pay Provisions**

22:01 Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer to a maximum of ten (10) days per person. This clause shall apply for a maximum of three (3) persons.

### **Grievance and Arbitration Pay Provisions**

22:02 The aggrieved employee and the Shop Steward of the Union shall not suffer any loss of pay or benefits for the total time involved in the processing of a grievance. Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in arbitration procedures.

### **Paid Bereavement Leave**

22:03 In the event of the death of a member of the immediate family or a member of the 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, up to a maximum of five (5) consecutive working days without loss of regular pay. 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.

### **Paid Jury or Court Witness Duty Leave**

22:04 The Employer shall grant leave of absence without loss of seniority or benefits to an employee other than a term employee who serves as juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

### **Leave of Absence Without Pay**

22:05

- (a) The University may grant a leave of absence without pay and without loss of seniority for up to one (1) year if an employee requests it at least four (4) weeks

in advance, in writing, and if the leave is for good reason and does not unduly interfere with operations. Such a leave of absence may be extended for up to twelve (12) calendar months if there is a good reason for the extension and the University and the Union agree. Any request for an extension of a leave must be made, in writing, at least four (4) weeks prior to the expiration of the initial leave.

- (b) The Union Steward will be notified of all leaves granted under this Article.
- (c) Where an employee has been granted leave of absence without pay, in accordance with the above Articles, the Employer shall discontinue its share of contributions for the Pension Plan; Group Life and Survivor Income Plan; Long Term Disability Plan; Dental Care Plan; Extended Health Care Plan; Vision Care Plan; and Joint Membership Plan.
- (d) The employee can make provisions for continuance of coverage of whatever welfare benefits programs in which the employee was enrolled prior to said leave of absence being granted by making direct payment to the University for both the Employer and employee premium payments. All premiums must be paid in advance and in accordance with the rules established by the Human Resources Department.

### **Leave for Diseases and Conditions Harmful for Pregnancy**

22:06 Pregnant employees shall not be required to work if there is a known or suspected case of German measles or any other condition at the Child Care Centre that would be harmful to the pregnancy. Employees other than term or casual employees shall be permitted a leave of absence with full pay and benefits until all danger from such disease or condition ceases to exist. Where a term employee has arrived for work, they will be excused from work and paid for the shift as if they had worked it.

### **Leave of Absence for Union Functions**

22:07 Upon request to the Employer, an employee elected or appointed to represent the Union at conventions and conferences shall be allowed leave of absence with pay and benefits. The total of such leaves of absence with pay and benefits shall not exceed ten (10) days for all members of the unit (combined) in any one (1) year. Up to an additional twenty-five (25) days may be taken without pay.

### **Professional Development Leave**

22:08

- (a) Employees other than term employees shall receive up to five (5) paid leave days per annum for professional development courses taken during the working hours for specified purposes relating directly to the functions being performed by the employee at the Child Care Centre, professional development can include such activities as workshops, seminars, conferences and course

related to early childhood education and development, working meetings regarding changes to the City and Provincial administrative approaches to day care and its funding, visits to other centres, resource centres including special needs resources, Ontario Coalition for Better Day Care and CCAAC conferences and conventions and in general, workshops and seminars that will enhance the staff's ability to function at the Early Learning Centre (e.g., time or stress management courses). Application for PD leave shall be made in writing to the Employer and should be submitted two (2) weeks before the proposed date of the leave if this is possible. The leaves shall be at times mutually agreed upon between the employee and the supervisor. Such leaves are not subject to carry forward from year to year. Such leave may be granted to no more than four (4) employees at any one time. Employees may request financial assistance for the registration costs of conferences and seminars. Such registration costs, for events approved by the Employer, will be reimbursed up to a total of three thousand (\$3,000.00) dollars for all members of the unit in any one year. The Employer agrees to distribute the three thousand (\$3,000) dollars as equitably as possible amongst the eligible bargaining unit members who request financial assistance for such registration cost. The costs of travel or accommodation are not eligible for reimbursement.

On or about April 1 of each year, the Employer agrees to distribute any remaining amount of the \$3000 as equitably as possible amongst eligible bargaining unit members who initially received only partial reimbursement, up to the full amount of registration cost(s).

If operationally feasible, it is understood that the Employer may choose to allow more than four (4) employees to attend professional development at its sole discretion. Such decisions shall not be made in an arbitrary or discriminatory manner.

(b) Programming Time and Staff Meetings

All employees in the Teacher classifications shall receive programming time as part of their regularly scheduled hours of work. A combined total of one hundred and twenty (120) minutes of programming time per classroom will be assigned weekly for Teachers to research, prepare and develop program plans, or to complete other work related to their job duties. Program time shall be assigned in not less than forty (40) minute blocks.

There shall be a two (2) hour mandatory monthly staff meeting at each site. Of these monthly meetings, three (3) per year will be for all employees of the ELC (OISE, UTM and Glen Morris sites). The Employer will make arrangements for UTM employees to attend the three all-centre meetings via video conference. It is understood that half of the meetings will be reserved for work related to coordinating programming and changing environments.

## Pregnancy Leave

22:09

- (a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the University prior to the probable date of delivery, and who presents to the Department or Division Head a doctor's certificate or certificate from a midwife stating that the employee is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.
- (b) For employees with One (1) year of service or more the University will pay ninety-five (95) percent of weekly salary during the one (1) week waiting period for Employment Insurance pregnancy benefits, and, for the next sixteen (16) weeks, will pay the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of weekly salary, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits. For Employees with less than one (1) year of service, the University will pay the above-noted top-up prorated according to the percentage of a whole year and FTE that the Employee worked before the first day of the leave, provided that the Employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits.

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

- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to the University. If pregnancy related complications force the employee to stop work before the employee has arranged their pregnancy leave, the employee has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the employee will be entitled to utilize sick leave in accordance with Article 21 until the actual birth of the baby, the expected date of delivery or the date the employee intended to start their pregnancy leave as stated in the employee's written notice, whichever comes first. An employee

must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.

- (d) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (e) Seniority, vacation, benefits, and pensionable service continue during an employee's pregnancy leave, provided the employee fulfills any requirements for said continuance. Eligibility for step and negotiated wage increase also continue during the period of an employee's pregnancy leave.

### **Parental Leave**

22:10

- (a) An employee who is a parent of a child and who has been employed with the University for thirteen (13) weeks is entitled to a parental leave following the birth of the child or the coming of the child into a parent's custody, care, and control for the first time. Both parents will be eligible to take a parental leave as follows:
  - i) up to thirty-five (35) weeks of parental leave for employees who take pregnancy leave;
  - ii) up to thirty-seven (37) weeks of parental leave for all other new parents; or
  - iii) such shorter or longer period of time as might be required under the *Employment Standards Act*, 2000 from time to time.
- (b) For employees who take pregnancy leave, parental leave commences when the employee's pregnancy leave ends or when the baby first comes into custody, care, and control of the birth parent. For all other new parents, parental leave must commence within fifty-two (52) weeks after the birth or after the child first comes into the custody, care, and control of a parent or such other time as may be specified under the *Employment Standards Act*, 2000 from time to time. This provision is not available to employees who have taken Primary Caregiver/Adoption leave.
- (c) For employees with one (1) year of service or more who provide the University with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following:
  - i) For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
  - ii) For an employee who takes parental leave for which a one (1) week waiting period has already been served in respect of the

same child, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;

- iii) For an employee who takes parental leave and is required to serve a one (1) week waiting period, ninety-five (95) percent of salary during the one (1) week waiting period, and the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for eight (8) weeks;
  - iv) The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.
- (d) An employee who is entitled to a parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If the employee does not specify when the leave will end, it will be assumed that the employee wishes to take the maximum leave in accordance with Article 22:10 (a) (i) or (ii), as applicable.
- (e) An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.
- (f) If an employee on parental leave wishes to change the date of their return to work to an earlier date, the employee must give the University four (4) weeks' written notice of the date on which the employee intends to return.
- (g) If an employee wishes to change the date of their return to work to a later date (but subject to the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- (h) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation. Eligibility for step and negotiated wage increase also continue during the period of an employee's parental leave.

## Primary Caregiver Leave and Adoption Leave

22:11

- (a) Primary Caregiver Leave is available to a parent, other than a birth parent, who has the primary responsibility for the care of a child during the thirty-seven (37) weeks immediately following: (i) the birth of a child or; (ii) the coming of a child into the custody, care and control of a parent for the first time, or such other time as may be specified under the *Employment Standards Act*, 2000 from time to time. Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and is available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.
- (b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g. for a birth parent's partner or same sex parent, because the birth parent is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).
- (c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.
- (d) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of weekly salary during the one (1) week waiting period for Employment Insurance parental benefits, and for the next fifteen (15) weeks, will pay the difference between weekly Employment Insurance parental benefits and ninety-five (95) percent of weekly salary, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance parental benefits and the amount of those benefits. For employees with less than one (1) year of service, the University will pay the above noted top-up prorated according to the percentage of a whole year and FTE that the employee worked before the first day of the leave, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.
- (e) In the case of an employee whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation. Eligibility for step and negotiated wage

increase also continue during the period of an employee's Primary Caregiver leave.

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

### **Personal Leave -- Regular Full-Time and Part-Time Employees**

22:12 Such leaves shall not be used to extend vacation or long weekends.

An employee may request in advance up to four (4) days or up to eight (8) half-days of paid personal leave in any year. Such requests shall not be unreasonably denied. Wherever possible, staff members shall make their need for personal leave known to their supervisor at least five (5) days in advance. Reasons for personal leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, or stepping-in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave, writing examinations, volunteer activities, and attending to emergency situations.

### **Personal Leave -- Term Employees**

22:13 Such leaves shall not be used to extend vacation or long weekends.

A term employee may request in advance up to two (2) day or up to four (4) half-days of paid personal leave in the first year of their appointment. Such requests shall not be unreasonably denied. Wherever possible, staff members shall make their need for personal leave known to their supervisor at least five (5) days in advance. Reasons for personal leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, or stepping-in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave, writing examinations, volunteer activities, and attending to emergency situations.

A term employee may request in advance up to one (1) day or up to two (2) half-days of paid floating leave in the first year of their appointment. Such request shall not be unreasonably denied. Wherever possible, staff members shall make their need for floating leave known to their supervisor at least five (5) days in advance. Reasons for requiring these floating days include, but are not limited to, the observance of religious holidays, professional appointments, court appearances,

moving, supplementing a bereavement leave or family leave, writing examinations, and attending to emergency situations.

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 the disruption to the operations of the employing department.

### **Non-Birth Parent Leave**

22:14 Upon the birth or adoption of a child, a non-birth parent shall be granted up to five (5) days paid leave of absence.

Application for such leave shall be submitted in writing to the employee's supervisor, at least five (5) days in advance. Non-birth parent leave must be taken within the first month of the birth or an adoption.

### **Compassionate Care Leave**

22:15 The University will grant compassionate care leave to employees who take a leave of absence under the Family Medical Leave provisions of the *Employment Standards Act*. For employees with one (1) year of service or more, the University will pay up to the equivalent of the maximum possible weekly Employment Insurance benefit for which the employee is qualified during the one (1) week waiting period, provided that the employee applies for and receives Employment Insurance compassionate care benefits.

## **ARTICLE 23: PAYMENT OF WAGES AND ALLOWANCES**

### **Pay Days**

23:01 The Employer at each Centre shall pay salaries monthly, or as dictated by past practice, in accordance with the applicable Schedule "I" attached hereto and forming part of this Agreement. On each pay, each employee shall be provided with an itemized statement of their salary, overtime and other supplementary pay and deductions.

### **Equal Pay for Work of Equal Value**

23:02 Employees shall receive equal pay for work of equal value, regardless of sex.

## **Rate or Pay on Hiring, Progress Within Classification or Reclassification**

23:03

- (a) Employees on probation will receive the probationary rate set out in Schedule "A" during the probationary period. An employee considered for promotion to Assistant Supervisor will receive the Step 1 job rate for the trial period.
- (b) The date of promotion from probationary or trial positions to regular positions is the first day after the end of the probationary or trial period. The appropriate Step 1 rate applies as of this day. Progression to Step 2 is twelve (12) months from the first day of work.
- (c) The date of progression to the next applicable salary step is twelve (12) months from the date of the application of the prior step.
- (d) Employees performing on a temporary basis the duties of a job with a higher rate of pay shall receive the higher rate for the period such duties are performed. The senior employee in charge at each site, when not the Manager, Supervisor or Assistant Supervisor, shall be paid at the rate of Assistant Supervisor – ECE at the applicable hourly rate for Pay Scale Level 01 as set out in Schedule I: Wages.

### **Pay on Transfer - Lower Rated Job**

23:04 When an employee is temporarily assigned to a position paying a lower rate, the employee's rate shall not be reduced.

### **Mileage Allowance**

23:05 Mileage rates paid to an employee using their automobile for the Employer's business shall be as follows:

- (a) Forty cents (40C) per kilometre. All mileage shall be calculated from the first day to the last day of each calendar month.
- (b) The allowance shall cover travel to and from the employee's place of residence for home visits for all travel outside the normal workday.

## **ARTICLE 24: JOB DESCRIPTION**

### **Changes in Classification**

24:01 The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay

shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

### **Job Security**

24:02 It is agreed that any employee who was employed by the Employer with one (1) year of service or more shall not be laid off by reason of the Employer contracting out the work being performed by such employee.

## **ARTICLE 25: EMPLOYEE BENEFIT PLANS**

25:01 Employees are eligible to participate in the Long Term Disability Plan; Group Life and Survivor Income Plan; Dental Care Plan; Extended Health Care Plan; Semi-Private Hospital Accommodation Plan; Joint Membership Plan; and Vision Care Plan as summarized in Schedules "III" to "IX" attached hereto.

## **ARTICLE 26: HEALTH AND SAFETY**

### **Cooperation on Safety**

26:01 The Union and the Employer shall cooperate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety in accordance with the local Public Health Authority policy on universal precautions.

The parties agree to maintain a Joint Health and Safety Committee to deal with health and safety issues concerning employees in the bargaining unit.

### **Health and Safety Clothing and Equipment**

26:02 The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary protective equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense.

### **Right to Refuse**

26:03 No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where the employee believes that it would be unsafe or unhealthy for themselves, an unborn child, children in care, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or

seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

### **Right to Monitor and Inspect**

26:04 A Union Child Care Centre representative shall have the right to participate in the monitoring of the workplace for potential health and safety problems and to accompany government inspectors on inspection tours.

### **Injury Pay Provisions**

26:05 An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

### **Transportation of Accident Victims**

26:06 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

### **Health and Safety Grievance**

26:07 Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and Step 2 of the grievance procedure may be by-passed.

### **Health Care Appointments**

26:08 When an employee cannot schedule a health care appointment outside of the employee's regular working hours, the employee will give as much advance notice as possible, and will be given time off with pay necessary to attend the appointment. In such cases, the employee will attempt to schedule the appointment so as to minimize disruption to the employee's work day.

A request by an employee to attend regularly occurring health care appointments, such as an ongoing treatment regimen, which cannot be scheduled outside the employee's regular working hours, may be treated by the University as a request for accommodation and treated accordingly, as appropriate.

## **ARTICLE 27: UNION LABEL**

27:01 In order that the general public shall be aware of the benefits of a unionized public service, the CUPE Union Label shall be displayed as prominently as possible through the service.

## **ARTICLE 28: CHILD/ADULT RATIO**

28:01 The Employer and the Union agree that a reasonable ratio of adults to children in a Child Care Centre is essential if the children's physical, intellectual and emotional needs and potentials are to be given proper attention. Therefore, the Employer agrees that the child/adult ratio can exceed the minimum standard, but cannot fall below the minimum standard established by the *Child Care and Early Years Act 2014*, as amended from time to time.

## **ARTICLE 29: GENERAL CONDITIONS**

### **Proper Accommodation**

29:01 An employee lounge and individual lockable storage space for personal belongings shall be provided.

### **Bulletin Boards**

29:02 The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **Letter of Employment**

29:03 On termination of employment for any reason, the Employer shall provide a letter of employment on request.

### **Plural Terms May Apply**

29:04 Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

### **Parents Advisory Committee**

29:05 One (1) employee elected by the bargaining unit, will be entitled to participate on the Parents Advisory Committee in accordance with the Early Learning Centre Parents Advisory Committee Terms of Reference.

## **ARTICLE 30: PRESENT CONDITIONS AND BENEFITS**

### **Present Conditions to Continue**

30:01 All rights, benefits, privileges, practices and working conditions which employees now enjoy, receive or possess, shall continue insofar as they are consistent with

this Agreement, unless modified by mutual agreement between the Employer and the Union.

### **Continuation of Acquired Rights**

30:02 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law not existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this Agreement shall be re-opened for negotiation.

### **ARTICLE 31: COPIES OF AGREEMENT**

31:01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall provide, at its own cost, sufficient copies of the Agreement in bound form within thirty (30) days of signing, and the Collective Agreement will be posted on the University's Human Resources and Equity Website and the link to said website will be provided to all employees in the bargaining unit.

### **ARTICLE 32: TERM OF AGREEMENT**

#### **Duration**

32:01 This Agreement shall be binding and remain in effect from July 1, 2021 to June 30, 2023, and shall continue from year to year thereafter unless either party gives to the other party, notice in writing by April 1, 2023 or in any year thereafter that it desires its termination or amendment. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

#### **Changes in Agreement**

32:02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

### **ARTICLE 33: GOVERNMENT OPERATING GRANTS**

33:01 In the event government operating grants, which form part the wage base and are included in salaries listed in the Wage Schedule of this agreement, are reduced during the life of this agreement the Employer and the Union agree to strike a committee comprised of two members of the bargaining unit and two members of

management which shall make written recommendations to management. The committee shall meet within one month of the grant reduction announcement to explore available options which shall include but shall not be limited to the raising of fees, job sharing and unpaid leaves for example. Management shall give serious consideration to the recommendations as presented by the committee and they shall not be unreasonably rejected. In the event such recommendations do not result in the elimination of the grant reduction in whole or in part, the Employer reserves unto itself the right to reduce the wage rates, as set out in the Wage Schedule of this agreement by an amount equivalent to the outstanding grant reduction.

Following such wage reductions should government grants be restored in whole or in part the wage rates reflected in the Wage Schedule shall be immediately restored. It is understood that wage rates shall not exceed those in effect at the time of the reduction.

**IN WITNESS WHEREOF** each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on March 31, 2023.

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:**

\_\_\_\_\_  
*Vice-President, Human Resources and Equity*

\_\_\_\_\_  
Secretary of Governing Council

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2484, BY:**

DocuSigned by:

*Jedidiah Macdonald*

273C12671EB2131

\_\_\_\_\_  
National Representative

DocuSigned by:

*Holly Mowen*

A70EF88C9B614C0

\_\_\_\_\_  
Bargaining Committee Member

**SCHEDULE I: WAGES**

UofT  
 Personnel Area: **0001**  
 Personnel Subarea: **2100**  
 Pay Scale Type: **21**  
 Pay Scale Area: **03**

Classification	Job Code	Pay Scale Group	Pay Scale Level	annual hours 1885			annual hours 1885		
				01.07.2021 Amount			01.07.2022 Amount		
				hourly	monthly	annual	hourly	monthly	annual
Assistant Supervisor - ECE	590	01U	01	33.01	5185.42	62,225	33.90	5325.42	63,905
			02	33.72	5296.92	63,563	34.63	5439.92	65,279
			03	34.55	5426.50	65,118	35.48	5573.00	66,876
			04	35.82	5626.58	67,519	36.79	5778.50	69,342
Teacher - RECE	591	02U	01	28.93	4543.75	54,525	29.71	4666.42	55,997
			02	29.83	4686.25	56,235	30.64	4812.75	57,753
			03	30.85	4846.58	58,159	31.69	4977.42	59,729
			04	31.81	4996.75	59,961	32.67	5131.67	61,580
Teacher - non ECE	592	03U		27.58	4332.50	51,990	28.33	4449.50	53,394
Cook	593	04U	01	26.54	4169.33	50,032	27.26	4281.92	51,383
			02	27.36	4298.50	51,582	28.10	4414.58	52,975
			03	28.30	4444.92	53,339	29.06	4564.92	54,779
			04	29.17	4581.92	54,983	29.96	4705.67	56,468
Food Service Worker	594	05U		20.25	3180.33	38,164	20.79	3266.17	39,194
Classroom Assistant	595	06U		18.23	2864.08	34,369	18.73	2941.42	35,297
Teacher - ECA	871	07U	01	23.14	3634.92	43,619	23.76	3733.08	44,797
			02	23.87	3749.08	44,989	24.51	3850.33	46,204
			03	24.68	3877.08	46,525	25.35	3981.75	47,781
			04	25.45	3997.33	47,968	26.13	4105.25	49,263

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**SCHEDULE II: LONG-TERM DISABILITY PLAN**

The Employer and the employees shall continue to make contributions to the University of Toronto Long-Term Disability Plan for Members of the Academic and Administrative Staffs in accordance with the provisions and regulations of the said plan during the term of this Agreement. Participation in the said Long-Term Disability Plan is mandatory for all members of the Bargaining Unit. The Employer shall have the right to amend or change the said Long-Term Disability Plan during the term of the 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.

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**SCHEDULE III: GROUP LIFE AND SURVIVOR INCOME PLAN**

The Employer shall continue to provide Basic Coverage at no cost to the employee, in accordance with the provisions and regulations of the University of Toronto Group Life and Survivor Income Plan for Members of the Academic and Administrative Staffs, during the term of this Agreement. Employees may elect to take additional coverage in accordance with the provisions and regulations governing Optional Coverage as specified in the said Group Life and Survivor Income Plan.

The Employer shall have the right to amend or change the said Group Life and Survivor Income 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.

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**SCHEDULE IV: DENTAL CARE PLAN**

The Employer agrees to contribute not less than eighty (80) 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. 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.

Participation in the Dental Care Plan is mandatory for all members of the Bargaining Unit, with the following exception: employees who have dental insurance coverage through their spouse will be exempted from participation. The Employer will not be required to make any payment in lieu of premiums to any employee who is thus exempt from participation in the Dental Care Plan.

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**SCHEDULE V: EXTENDED HEALTH CARE**

The Employer agrees to contribute not less than seventy-five (75) 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.

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**SCHEDULE VI: JOINT MEMBERSHIP PLAN**

The University agrees that regular full-time employees who are members of the Canadian Union of Public Employees, Local 2484 Bargaining Unit, are eligible for membership in the Joint Membership Plan for staff of the University of Toronto subject to the provisions established with respect to such membership.

The Employer shall have the right to amend or change the said Joint Membership 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.

\*\*\*\*\*

**SCHEDULE VII: VISION CARE PLAN**

The Employer agrees to contribute not less than fifty (50) percent of the premiums for employees participating in the University of Toronto Vision 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 Vision 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.

Participation in the Vision Care Plan is mandatory for all members of the Bargaining Unit, with the following exception: employees who have Vision Care coverage through their spouse will be exempted from participation in the Vision Care Plan.

\*\*\*\*\*

**LETTER OF INTENT: EDUCATIONAL ASSISTANCE**

December 7, 2017

Ms. Janet Teibo  
Local Coordinator CUPE  
Local 2484  
1248 Davenport Ave  
Toronto, ON  
M6H 2G9

Dear Ms. Teibo,

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

Yours truly,

Alex Brat  
Senior 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 course as described under PROCEDURES.

## **ELIGIBILITY**

Bargaining unit employees holding administrative staff appointments 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:

- 1) a University of Toronto or Ontario Institute for Studies in Education degree course, up to and including the Master's level, or
- 2) a diploma or certificate program offered through Woodsworth College, or
- 3) those courses offered by the School of Continuing Studies in which enrolment is not limited to defined constituencies normally outside the University community or for which substantially higher than average fees are charged. Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Department Head is obtained and alternative work arrangements are made.

### **2. Fifty (50) percent Tuition Reimbursed**

Fifty (50) percent of tuition fees will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution (other than those in 1. above). Such courses should be

taken on the staff member's own time, after normal working hours and must be either:

- 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.
- 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 a part of an eligible certificate, diploma or degree program.

**LETTER OF INTENT: FEE WAIVER FOR DEPENDANTS**

December 7, 2017

Ms. Janet Teibo  
Local Coordinator CUPE  
Local 2484  
1248 Davenport Ave  
Toronto, ON  
M6H 2G9

Dear Ms. Teibo,

The University agrees that employees in the bargaining unit shall be entitled to the benefits of the Fee Waiver for Dependants Policy attached hereto.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

## **INTRODUCTION**

In order to assist staff members who have dependants of University age or dependants who, at a later age, wish to pursue University studies, the University will extend to the dependants of such staff members a waiver of the academic tuition fee for specific University of Toronto programmes. The terms and conditions of this staff benefit are described below.

## **TERMS OF REFERENCE**

A dependant must have met the admission requirements for the qualifying programme and have followed the normal procedures regarding application for admission and registration before application is made for tuition to be waived under this policy.

For the purposes of this policy, "dependant" shall mean a son, step-son, daughter, stepdaughter, spouse, or same sex partner of an eligible staff member.

"Academic tuition fee" by definition excludes application, registration, service, examination and other incidental fees.

## **ELIGIBILITY**

This benefit is available to:

Staff members of the University. In the case of part-time staff members, the benefit will be pro-rated in accordance with the part-time appointment.

Student: Dependants proceeding towards a degree or certificate in a qualifying programme (not special students). Qualifying programmes are described under PROVISIONS (below).

## **PROVISIONS**

The academic tuition fee waiver is applicable to programmes which lead to a first undergraduate degree or certificate and which do not require prior undergraduate preparation since admission is normally gained directly from high school. Eligible dependants enrolled in these programmes will have their academic tuition fee waived for each academic year of the programme until the degree or certificate is awarded.

The waiver is not applicable to programmes which require the completion of any prior undergraduate courses. Programmes in the following areas are also not eligible:

- Royal Conservatory of Music
- School of Continuing Studies
- Woodsworth College Diplomas
- Transitional Year Programme
- Pre-University Programme

Where a student receives a scholarship which provides for the payment of fees, the terms of the scholarship will apply prior to any waiver of tuition under this policy.

### **PROCEDURE**

Staff members should obtain two copies of the form "Application for Waiver of Academic Tuition for Dependents of Staff" from their department or division head or the Human Resources Department.

One copy of the form should be retained by the student or staff member.

The other copy of the form should be presented, with a fees form along with payment of all incidental fees, to the Fees Department (or College Bursar if the student is enrolling in a Federated College).

### **Administration of this Policy**

Questions and requests for interpretations of the policy should be referred to the Human Resources Department.

**LETTER OF INTENT: ECE STUDENT PLACEMENTS**

December 7, 2017

Ms. Janet Teibo  
Local Coordinator CUPE  
Local 2484  
1248 Davenport Ave  
Toronto, ON  
M6H 2G9

Dear Ms. Teibo,

In recognition of the effort that is required and the service provided to the profession, the University is prepared to limit the number of Early Childhood Education placement students to four (4) students, per classroom, per year.

In addition, employees will not be required to supervise more than two (2) students per year, and there will be no requirement to supervise placement students for two (2) terms consecutively.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

**LETTER OF INTENT: ATTENDANCE MANAGEMENT PROGRAM**

December 7, 2017

Ms. Janet Teibo  
Local Coordinator CUPE  
Local 2484  
1248 Davenport Ave  
Toronto, ON  
M6H 2G9

Dear Ms. Teibo,

During the life of the Collective Agreement the University agrees to consult with the Union about its Attendance Management Program as a means of improving employee attendance and in order to review the administration of this program. The University agrees it will not exercise its rights under the program in an arbitrary or discriminatory manner.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

**LETTER OF INTENT: CHILD CARE BENEFIT POOL**

December 7, 2017

Ms. Janet Teibo  
Local Coordinator CUPE  
Local 2484  
1248 Davenport Ave Toronto,  
ON  
M6H 2G9

Dear Ms. Teibo,

It is agreed for the duration of the present Collective Agreement the University will contribute a total of six thousand dollars (\$6000.00) per year to the Child Care Benefit Pool detailed in Appendix A.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

**LETTER OF INTENT: INFORMATION TO UNION**

December 7, 2017

Ms. Janet Teibo  
Local Coordinator  
CUPE Local 2484  
1248 Davenport Ave Toronto,  
ON  
M6H 2G9

Dear Ms. Teibo,

During the current collective bargaining negotiations, the Union expressed concerns regarding the provision of timely and accurate information in respect of organizational restructuring at the Early Learning Centre, including any proposal that the University might have to alter the current staffing model at the ELC.

Consequently, the University agrees to meet to provide the Union with preliminary information in respect of organizational restructuring changes or changes to the staffing model when in the University's view sufficient information is known and available regarding the general reasons, nature, anticipated organizational impact and approximate timing of the restructuring action or alteration to the staffing model.

Before any organizational restructuring plan is implemented, the Union will be informed of all estimated impacts on the bargaining unit and/or its members. The Employer will endeavour to provide such information twelve (12) weeks prior to the implementation of the restructuring, but in any event no less than six (6) weeks advance notice will be provided.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

**LETTER OF INTENT: FIRST AID AND CPR TRAINING**

December 7, 2017

Ms. Janet Teibo  
Local Coordinator CUPE  
Local 2484  
1248 Davenport Ave Toronto  
ON  
M6H 2G9

Dear Ms. Teibo,

The University will provide, at no cost to the employee, courses required to maintain Standard First Aid CPRC + AED certification for the bargaining unit members who work in a position that requires certification in first aid and /or CPR and whose certification lapses during the course of employment.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

**LETTER OF INTENT: COLLEGE OF EARLY CHILDHOOD EDUCATORS**

December 7, 2017

Ms. Janet Teibo  
Local Coordinator CUPE  
Local 2484  
1248 Davenport Ave  
Toronto, ON  
M6H 2G9

Dear Ms. Teibo,

If an employee's license with the College of Early Childhood Educators (CECE) is suspended or revoked, and the employee intends to appeal the suspension, the employee may, subject to approval by the Employer, request an unpaid leave of absence of up to one year to pursue the appeal. Such requests for an unpaid leave will not be unreasonably denied. Once approved, the Employee's position will be posted and filled on a term basis while the Employee files all necessary and/or required appeals with the College, pursuant to the relevant provisions of the *Early Childhood Educators Act 2007* and/or in the *Code of Ethics and Standards of Practice*, College of Early Childhood Educators.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

**APPENDIX A: POOLED EMPLOYEE CHILD CARE BENEFIT PLAN**

Members with a dependent eligible child under the age of seven will be eligible for reimbursement of child care expenses as follows:

**PART 1**

- 1) The maximum half-day reimbursement will be \$10.00 per day. A half-day is defined as a minimum of four (4) hours to a maximum of six (6) hours of care, or where the parent is being charged a half-day rate by the child care provider.
- 2) The maximum full-day reimbursement will be \$20.00 per day. A full-day rate is defined as six (6) or more hours of care, or where the parent is being charged a full-day rate.
- 3) Reimbursement is limited to fifty percent (50%) of the lesser of (i) the amount actually paid; and (ii) the usual and customary amount charged by the service provider for the same child care services. Between January 1, 2010 and February 1, 2010, and between January 1 and February 1 of subsequent calendar years, Members must provide to the University, in a single package, detailed receipts substantiating the child care expenses in respect of which reimbursement is sought for the previous calendar year along with proof of payment (e.g., credit card receipt, front and back of cancelled cheque, or a validated receipt). Reimbursement in respect of a calendar year shall be made in one lump sum cash payment, less applicable withholdings, if any.
- 4) Reimbursement will be made only for child care expenses (as defined in the *ITA-Income Tax Act*) incurred by the Member. The University makes no representations as to whether a deduction from income is available under the *Income Tax Act* in respect of any amounts paid or payable under this plan.
- 5) If both parents are eligible for reimbursement under a child care benefit plan at the University only one shall be entitled to claim reimbursement under any such plan in a calendar year.
- 6) The plan maximum of \$2,000 per child will be provided annually, based on a calendar year. The amount will be prorated for less than full-time equivalent employment. A Member who has been appointed for less than the full calendar year shall be entitled to a pro rata amount for that year. There are no carryover provisions if the full) \$2,000 is not used in any given year.
- 7) The terms "child care expense" and "eligible child" in this plan shall have the meanings given to them in subsection 63(3) of the ITA. The term "child" shall have the extended meaning given to that term in subsection 252(1) of the ITA such that, where used in this plan, the term "child" shall include a natural, step, common-law or adopted child or ward under the age of seven.

PART 2

- 1) Payments to be made by the University under this plan shall be paid solely out of the general operating monies of the University. The University shall not be required to contribute or set aside any amounts to a separate fund or account to satisfy its obligations under this plan, or otherwise secure its obligations under this plan.
- 2) The value of the annual eligible claims under this plan shall not exceed the total amount available in the plan pool. The amount in this plan pool shall be based on the total of the amounts apportioned to each of bargaining units participating in the pool. If pool membership changes during the life of this Collective Agreement, and the plan pool amount accordingly changes, the Union will be so notified.
- 3) The value of the annual eligible claims under this plan shall not exceed this annual plan pool. If, in a given year, the value of the eligible claims under this plan is greater than that amount, all claims will be reimbursed on a pro-rated basis.
- 4) All Unions participating in this plan pool will be notified of the amount in the pool at the beginning of each benefit year.

## APPENDIX P: MEMORANDUM OF AGREEMENT ("MOA")

### MEMORANDUM OF AGREEMENT ("MOA")

BETWEEN

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

and –

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2484  
(hereinafter referred to as the "Union")

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

WHEREAS the University and the Union are parties to a collective agreement dated November 29, 2017 which shall expire on June 30, 2020 (the "Collective Agreement");

AND WHEREAS the parties have been discussing the conversion of the University of Toronto Pension Plan (the "Plan") to a new sector (jointly sponsored pension plan, the UPP);

AND WHEREAS the parties wish to enter into this MOA to provide for the Union's consent pursuant to and in accordance with relevant provisions of the Pension Benefits Act for transition to the UPP and related amendments to the Collective Agreement;

NOW THEREFORE the parties agree as follows:

#### 1. Consent to Conversion under the Pension Benefits Act

The terms and conditions of this MOA are conditional on the Union providing consent on behalf of all employees in the bargaining unit covered by the Collective Agreement to the conversion of the Plan to the UPP under section 80.4 of the Pension Benefits Act, including transfer of the Plan's assets and liabilities to the UPP, and will support the position of the University in its application, where made, for the approval of such conversion and transfer. For clarity, if the Union does not provide consent on behalf of all employees in the bargaining unit covered by the Collective Agreement to the conversion of the Plan to the UPP under section 80.4 of the Pension Benefits Act before March 1, 2019, then the terms and conditions of this MOA will be null and void and will not be implemented.

#### 2. Participation in the UPP

- (a) Effective January 1, 2020, or, if later, the effective date of the UPP, employees who are active members of the Plan shall become members of the UPP ("Contingent UPP Members"), provided that they shall not accrue any service under the UPP until the later of the date that the Superintendent of Financial Services for his or her jurisdiction approves a transfer of the assets from the Plan to the UPP and July 1, 2021 (or such other date as the transfer may be approved or the parties may agree in the "UT Conversion Date").

- (b) Employees who become members of the Plan on or after January 1, 2020 but before the UT Conversion Date, will be enrolled in the UPP according to the UPP eligibility provisions as Contingent UPP Members.
- (c) Effective on the UT Conversion Date, the Contingent UPP Members shall commence accruing pensionable service under and making contributions to the UPP in accordance with the terms of the UPP and shall no longer accrue pensionable service under, make contributions to, or have any entitlements or rights under the Plan and the Plan shall, as of the UT Conversion Date cease to exist as a separate pension plan. A Contingent UPP Member who commences accruing pensionable service under and making contributions to the UPP will be referred to in this MOS as a "UT UPP Contributing Member".
- (d) Employees who are not members of the Plan as of the Conversion Date will join the UPP in accordance with its terms.
- (e) The terms of the UPP will be consistent with those terms set out in the amended Milestones Agreement dated October 18, 2018, a copy of which is attached to this MOA as Appendix A, and including any further amendments to the Milestones Agreement made in writing by the parties to and such other terms as are provided under the documentation establishing the UPP.

### 3. Member Contributions and other Changes under the Plan effective July 1, 2019

- i. The Plan will be amended to provide for the following changes (including such other consequential amendments as are necessary or desirable to give effect to the implementation of the change below), effective as of July 1, 2019:

Subject to receiving a waiver from CRA in respect of contributions in excess of 9% employee contributions under the Plan shall be

- (1) 9.2% of Pensionable Salary up to the CPP Maximum Salary; and
- (2) 11.5% of Pensionable Salary over the CPP Maximum Salary

The pensionable salary cap for 2019 under the Plan applicable for purposes of member contributions is \$165,000 increased by the % increase in the Income Tax Act ("ITA"; Maximum pension limit for 2019. For pension benefit calculation purposes, the highest average salary will be capped at the level at which the ITA maximum pension is reached in the year of retirement or earlier termination;

First year indexing (Sections 7.01(a) and 7.02 of the Plan) is removed from the Plan and for greater certainty, those retiring under the Plan effective June 30, 2019 shall not have their pension adjusted for first year indexing on July 1, 2019, except to the extent, if any, required by law; and

- iv. Termination benefits equal to two times contributions [Sections 2.15(b), 9.02, 9.03 of the Plan] shall be removed from the Plan and for greater certainty, those terminating employment on or after July 1, 2019 will not have the option to elect this termination benefit, except to the extent, if any, required by law

#### 4. Salary Increase

Effective on July 1, 2019 and upon the implementation of the contribution cap, there shall be a salary cap of 3.7% Special One-Time Salary Adjustment to July 30, 2019 base salary (combined with July 1, 2019 Annual Cost of Living Board Increase), up to the contribution cap with salary cap of \$165,000, for employees in the bargaining unit on July 1, 2019. The maximum annual salary cap for 2019 under the Plan applicable for the payment of member contributions is \$165,000, increased by the increases in the Income Tax Act of the Maximum Pension Limit for 2019.

#### 5. Member/employer contributions under the UPP

Effective on the date that pension accrual starts under the UPP for the members of the Plan, the contribution shall be 50/50 and subject to change in the future as determined by the Sponsor of the UPP, including under a Funding Policy developed by the Sponsors. 50/50 contributions to the defined pension accrual parts of the UPP are currently expected to be:

- (a) 11.5% of Pensionable Salary plus the YMPE
- (b) 11.5% of Pensionable Salary over the YMPE

#### 6. Amendments to the Collective Agreement

On or after the UT Conversion Date, and effective as of the UT Conversion Date, the Collective Agreement or any renewal collective agreement between the University and the Union in effect on the "UT Conversion Date" will be deemed for all purposes amended in a manner and to the extent necessary to reflect all of the terms and conditions of this MOA, including without limiting the generality of the foregoing:

- (a) Creation of reference to the Plan in Article 25 and by Schedule and/or other references to the Plan, if any;
- (b) The incorporation of "no grievance and arbitration provisions" respecting period matters – if any and all issues relating to the UPP shall not constitute a "difference" between the parties for the purposes of the Ontario Labour Relations Act or the collective agreement in effect on the UT Conversion Date and must be addressed under the provisions of the UPP and whatever mechanism the Sponsors may implement for issues or disputes related to the UPP and it shall be the intention of the University and the Union that an arbitrator appointed under the collective agreement will have no jurisdiction to hear any grievance referred to arbitration or grant any remedy in any way related to the UPP; and
- (c) The incorporation of the terms and conditions of the UPP are hereby subject to the UPP and the UPP shall be the sole mechanism for dispute resolution, except for matters relating to the UPP that are subject to and accountable with the terms and conditions of the UPP including any "no grievance provisions" for doing so.

#### 7. Enforcement of the MOA

This MOA shall be applicable to and form part of the Collective Agreement or any renewal collective agreement entered into before the UT Conversion Date and notwithstanding the

and arbitration provisions of any collective agreement, William Kaplan shall be seized as mediator or arbitrator of any issues related to the interpretation, application, administration or alleged violation of this MOA. If William Kaplan is unable or unwilling to serve as mediator or arbitrator then Eli Gedalof shall be seized as mediator or arbitrator.

**8. Ratification**

The representatives of the University's negotiating committee, and the Union's Executive hereby agree to unanimously recommend to their principals the ratification of this MOA.

FOR THE UNIVERSITY

FOR THE UNION

*[Handwritten signature for the University]*

*[Handwritten signature for the Union]*

DATED AT TORONTO ON THIS 15 DAY of February, 2019.

**LETTER OF AGREEMENT: IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES**

December 7, 2017

Ms. Janet Teibo  
Local Coordinator CUPE  
Local 2484  
1248 Davenport Ave  
Toronto, ON  
M6H 2G9

Dear Ms. Teibo,

During the 2017 round of collective bargaining, the parties discussed amendments to the *Employment Insurance (EI) Act* reducing the waiting period to receive benefits under the *EI Act* from two weeks to one week for pregnancy and parental leaves, as well as the impact of that reduction on the payments made by the University to employees taking pregnancy, parental, and primary caregiver leaves under the Collective Agreement.

Under the terms of the Collective Agreement in place up to the current round of negotiations, the University compensated employees taking pregnancy leave, parental leave, and primary caregiver leave at 95 per cent of their weekly salary for the two week waiting period for pregnancy or parental leave benefits. Therefore, the legislative changes result in the elimination of one week of leave with 95 per cent of salary for such employees.

The parties agree that an employee who is entitled to and provided with salary during the one week waiting period and top up pursuant to Articles 22:09(b), 22:10(c) or 22:11(d), will receive one paid week of leave ("Parental Transition Week") immediately following the end of their EI pregnancy or parental leave (the end of their combined leave for employees who take both pregnancy and parental leave). This Parental Transition Week will be in addition to the leave entitlements set out in Articles 22:09(a), 22:10(a) and/or 22:11(a).

During the Parental Transition Week, employees will be paid 100 percent of their weekly salary, whereas the eliminated week during the EI waiting period had been compensated at 95 per cent.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

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