MEMORANDUM OF AGREEMENT

THE UNIVERSITY OF TORONTO (the “University”) and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261- 89 CHESTNUT (the “Union”)

Re: 1% Increase

WHEREAS the University wishes to provide a 1% across-the-board (ATB) wage increase retroactive to January 1, 2021 to active employees in the bargaining unit actively employed on May 1, 2021;

AND WHEREAS the Union requested that the University provide the equivalent of the 1% ATB increase to those employees who retired between January 1, 2021 and April 30, 2021;

AND WHEREAS the Union requested that the University increase the Child Care Benefit for calendar year 2020;

AND WHEREAS the University and the Union are desirous of fully and finally resolving any issues that were raised or could have been raised in this regard;

WITHOUT PREJUDICE OR PRECEDENT, the University and the Union agree as follows:

1. The University shall increase the wages of all active employees in the bargaining unit who are actively employed on May 1, 2021 by 1% in accordance with the attached salary schedule, which shall be updated effective May 1, 2021. Furthermore, this 1% wage increase shall be retroactive to January 1, 2021 for all active employees in the bargaining unit who are actively employed on May 1, 2021.

2. The University shall make a one-time-only lump sum payment, less deductions required by law, in an amount equivalent to the difference between total wages already paid and an additional 1% on those total wages already paid for the period January 1, 2021 through to the date of retirement to each bargaining unit employee who retired during the period January 1, 2021 to April 30, 2021 inclusive. For clarity, this amount shall not be pensionable and shall not result in any adjustment(s) to the pension plan and/or benefit in respect of such retirees.

3. The University shall make a one-time-only lump sum payment, less deductions required by law, in an amount equivalent to the difference between the total child care benefit already paid for calendar year 2020 and an additional 1% on that total child care benefit already paid for calendar year 2020 to each bargaining unit employee who applied for and received the child care benefit for calendar year 2020.

4. The Union agrees that it will not file or entertain a grievance as a result of this Agreement.

5. Nothing in this Memorandum of Agreement is, nor shall it be construed as, any admission by the University of any breach of the Collective Agreement.

6. The parties agree that this Agreement is made without prejudice or precedent to the rights of the University or the Union in any other matter and shall not be referred to or relied on in any other matter for any purpose whatsoever.
Memorandum of Agreement

7. By the signature of authorized representatives hereunder the University and the Union confirm their agreement to the terms of Agreement set out herein.

8. This Memorandum of Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall constitute one and the same agreement. This agreement may be executed by original signatures transmitted by facsimile, emailed PDF, JPG, or similar format, or by an email in which the text confirms that the party accepts and intends to be bound by the terms of the Memorandum and the Memorandum is attached to the email.

Date: ______________________

For the University:

___________________________
Signature

___________________________
Signature

For the Union:

___________________________
Signature

___________________________
Signature

June 21, 2021