

LETTER OF UNDERSTANDING
WITHOUT PREJUDICE OR PRECEDENT

BETWEEN:

THE UNIVERSITY OF TORONTO (the "University")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3902, UNIT 1 (the "Union")

VACATION PAY

1. Article 26: Salaries will be amended as follows:

26:05 (a) *In addition to the above rates, all employees (excluding Course Instructors) shall be entitled to an additional 4% of salary as vacation pay. **For clarity, the salary for Course Instructors is inclusive of 4% of salary as vacation pay.***

(b) *Notwithstanding 26:05 (a):*

*i. Employees with a subsequent appointment shall be eligible to receive six percent (6%) vacation pay for **all** bargaining-unit work upon the start date of their sixth (6th) subsequent appointment as defined in Article 16:06 (1.a.)*

*ii. **Employees who have preference for employment as Invigilators, Services to Persons with a Disability shall be eligible to receive six percent (6%) vacation pay for all bargaining-unit work upon the start date of their sixth (6th) year of employment as defined in Article 31:02***

(c) Employees who are in receipt of six percent (6%) vacation pay as set out in 26:05 (b) shall continue to receive six percent (6%) vacation pay for **all bargaining-unit work, provided that:**

*i. **there has not been a break **or** breaks in employment **that independently or cumulatively exceed one academic term within a single academic year;*****

AND

*ii. **the employee is employed within the bargaining unit in the academic term immediately following any break in employment, regardless of whether the subsequent academic term occurs in the same or different academic year.***

(d) Where any of the conditions set out in 26:05(c) are no longer satisfied, the employee shall no longer receive six percent (6%) vacation pay for any bargaining-unit work, i.e., the employee shall only be eligible to receive four percent (4%) vacation pay.

(e) For the purposes of this Article, an "academic term" shall be defined as a four (4) month period.

2. Where an employee who is otherwise eligible to receive six percent (6%) vacation pay and is on an approved leave of absence, it is agreed and understood that the duration of such leave shall not be considered to be a break in **employment** and shall not disentitle the employee from receiving six percent (6%) vacation pay.

For the University:

Matthews
S Chen

Date:

Sep 4 / 19

For the Union:

[Signature]
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Date :

4 sept 2019