

THE GOVERNING COUNCIL OF THE  
UNIVERSITY OF TORONTO

– and –

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1230  
FULL-TIME BARGAINING UNIT

## **MEMORANDUM OF AGREEMENT**

Dated: JULY 4, 1985

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MEMORANDUM OF AGREEMENT ENTERED INTO  
at the City of Toronto, in the Province of Ontario, as of this  
4th day of July, 1985, between:

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

and

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1230  
FULL-TIME BARGAINING UNIT  
(hereinafter called "the Union")

#### **RECOGNITION AND COVERAGE**

*1:01 The Employer recognizes the Canadian Union of Public Employees and its Local 1230 as the sole and exclusive collective bargaining agency for:*

*University of Toronto Library: all non-professional employees of the University of Toronto Libraries at the St. George Campus working under the control and direction of the Chief Librarian of the University of Toronto, save and except supervisors and persons above the rank of supervisor, Bibliographers (selector), and Bibliographic Associates II. For purposes of clarity, the employees working for Erindale College and Scarborough College are not included in the unit.*

*The words "employee" or "employees" used in this Agreement shall mean any or all of the full-time regular employees in the bargaining unit except where the context otherwise provides. Where the masculine pronoun is used, it shall mean and include the feminine pronoun where the context so implies.*

#### **GENERAL PURPOSE**

2:01 The purpose of this collective agreement is to establish an orderly collective bargaining relationship between the Employer and employees represented by the Union.

### **RESERVATION OF MANAGEMENT RIGHTS**

3:01 The Union acknowledges that it is the right of the Employer to:

- a) Maintain order and efficiency;
- b) Hire, classify, transfer, promote, demote, lay-off, discipline, suspend, or discharge employees;
- c) Establish and enforce rules and regulations not inconsistent with the provisions of the Agreement governing the conduct of the employees and generally to manage and operate the University of Toronto.

The Employer agrees that these rights will be exercised in a manner consistent with the provisions of this Agreement.

### **NO STRIKES AND NO LOCKOUTS**

4:01 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.

### **NO DISCRIMINATION**

5:01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this Agreement by reason of age, race, creed, colour, national origin, citizenship, religious or political affiliation or belief, sex, marital status, sexual orientation, place of residence, physical handicap or disability provided that such handicap or disability does not prevent the carrying out of required duties, nor by reason of non-membership, membership or activity in the Union.

### **NEGOTIATING COMMITTEE**

#### **General**

6:01 For the purpose of negotiations between the parties and as provided in and pursuant to Articles 6:02 and 37:02, the Employer shall recognize a negotiating committee of the

Union composed of not more than four (4) employees of the Library who are members of Local 1230.

**National Representative**

6:02 The negotiating committee shall be entitled to have present and be represented by a representative of the Canadian Union of Public Employees at all negotiation meetings between the Union and the Employer which are held pursuant to Article 37:02.

**Time Off – Union Bargaining Committee**

6:03 The employees constituting the Union bargaining committee shall be given time off during working hours without loss of pay while actually attending such negotiation meetings with the Employer.

**TIME OFF – UNION PRESIDENT AND CHIEF UNION STEWARD**

7:01 The Employer shall grant two (2) one-half days per month with pay to the President and the Chief Union Steward for the purpose of conducting Union business. **Arrangements for such time off shall be made by the Personnel Services Coordinator in consultation with the President or the Chief Union Steward. It is agreed and understood that such leave shall be used exclusively for the business of the Library bargaining units.**

7:02 **The Employer agrees that the President, the Chief Union Steward and the Steward involved in the processing of the grievance shall not suffer any loss of pay or benefits for the time involved attending arbitration hearings. It is understood no payment for time lost shall be made for attendance at such hearings to the grievor or Union witnesses.**

**UNION REPRESENTATION: STEWARDS AND CHIEF UNION STEWARD**

8:01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper **authorization** of the Union or as established by this Agreement. In order that this may be carried



out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8:02 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards who are employees of the Library, whose duties shall be to assist any employee whom the Steward represents in preparing and in presenting the employee's grievance in accordance with the grievance procedure.

8:03 The Union acknowledges that the Union Stewards have duties to perform on behalf of the Employer and the Stewards will not absent themselves from such duties unreasonably in order to attend to the grievances of employees. In consideration of this acknowledgement and undertaking, the employer will compensate Stewards for time spent in handling grievances of employees. Such compensation shall not extend beyond normal working hours. Stewards will be required to request leave from their supervisor before leaving their place of work and to report back to the supervisor on returning to work.

8:04 The Union shall notify the Employer in writing of the name of each Steward and the department(s) each represents, the Chief Union Steward and the Stewards-at-Large before the Employer shall be required to recognize them. In the event that a Steward is not available, or that there is no Steward for a department, then a Steward-at-Large shall be authorized to act.

8:05 The department(s) covered by each Steward shall be listed in Appendix "B" of this Agreement. One Steward will be appointed by the Union as Chief Steward.

8:06 It is acknowledged that the Stewards shall have completed the probationary period prior to their appointment.

8:07 The Employer agrees that Stewards-at-Large or the Chief Union Steward **or the President of the Local** shall be given the opportunity of interviewing each new employee once, during the probationary period, for the purpose of

informing such employees of the existence of the Union at the Library. Where there are a number of employees to be interviewed, it is agreed that it shall be done on a group basis. The Employer shall advise the Union of the names of the persons to be interviewed, and the time and place for such interview, the duration of which shall be reasonable but not more than sixty (60) minutes. ***A copy of the most recent collective agreement shall be provided to each new employee when the employee reports to the Benefits Counsellor at the Personnel Department, 215 Huron Street, to sign all appropriate induction documents.***

#### **DISCIPLINARY INTERVIEW**

##### **Presence of Steward**

9:01 When an employee is summoned to the supervisor's office for an interview concerning discipline, the supervisor will inform the employee of the employee's right to have his Union Steward present prior to discussing the matter with the employee, and will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned. The employee's Union Steward shall be present during such interview unless the employee requests otherwise and completes Appendix "C" to so indicate in the presence of the Union Steward. Whether or not the Steward is present, a contact form will be made, given to the employee and a copy supplied to the Steward within twenty-four (24) hours of the meeting.

Unless a contact form is so issued, no disciplinary action will be considered to be recorded.

##### **Record of Disciplinary Action**

9:02 Any record of a disciplinary action taken by the Employer will not remain on an employee's record beyond three (3) years from the date of such disciplinary action being taken.

#### **SUSPENSION OR DISCHARGE NOTIFICATION**

10:01 An employee who has been suspended or discharged shall be advised in writing by the Personnel Services Coordi-

nator of the reason therefor. Whether called or not, the Steward will be advised in writing within one (1) working day (24 hours) of the fact of suspension or discharge and the reason therefor.

*GRIEVANCE PROCEDURE*

11:01 An employee having a grievance, or one designated member of a group having a grievance, will first take up the grievance within (15) working days after the occurrence of the matter which is the subject of the grievance with the employee's supervisor, who will attempt to adjust it.

**Step One**

11:02 An employee may request the employee's supervisor to call the Union Steward to handle a specified grievance. The word "specified" as used in this paragraph is interpreted by the parties hereto to mean that an employee is required to "state the nature of the grievance". The supervisor will arrange to send for the Union Steward without undue delay and without further discussion of the grievance. The Union Steward, with or without the employee present, will attempt to adjust the grievance with the supervisor before it is given to the supervisor in writing.

If the grievance is not adjusted by the supervisor, it shall be reduced in writing on an employee grievance form provided by the University and signed by the employee involved and the employee's Steward. The supervisor shall give an answer in writing to the Steward without undue delay, but not more than three (3) working days after the grievance has been presented in writing.

**Step Two**

11:03 If the grievance is not settled at Step One, the written grievance may be referred to the Personnel Services Coordinator by the Chief Union Steward within five (5) working days after receiving the answer in writing. A meeting shall be arranged between the Personnel Services Coordinator and the Chief Union Steward within three (3) working days of receiving the grievance. ***The Personnel Services Coordinator shall reply in writing to the Chief Union Steward as soon***

**as possible but not later than ten (10) working days if the grievance is not settled at this meeting.**

**Step Three**

11:04 If the grievance is not settled at Step Two, the written grievance may be referred to the Manager of Labour Relations, or the designated representative of the Manager of Labour Relations, by the National Representative of the Union, or the designated representative of the National Representative of the Union, within five (5) working days of the Chief Steward having received an answer in writing from the Personnel Services Coordinator. A meeting shall be arranged by the Manager of Labour Relations, or the designated representative of the Manager of Labour Relations, with the National Representative of the Union, or the designated representative of the National Representative of the Union, within five (5) working days of receipt of the grievance in order to resolve the dispute. The Manager of Labour Relations or the designated representative of the Manager of Labour Relations shall reply in writing within five (5) working days if the grievance is not settled at this meeting.

**Staff Changes Grievance**

11:05 Any grievance dealing with staff changes, promotions, lay-offs, recalls, or the filling of vacancies, may be initiated at Step Two of the grievance procedure.

**Technological Changes Grievance**

11:06 Any grievance dealing with transfers or re-locations caused by a technological change may be initiated at Step Two of the grievance procedure.

**Job Classification Grievance**

11:07 Any grievance alleging improper classification must be submitted **by the employee to the employee's supervisor in writing on a Job Classification Grievance form (Appendix "E")** signed by the employee. If the Personnel Services Coordinator believes that there is good reason to audit the position, a member of the aforementioned's staff shall conduct an audit prior to arranging a meeting with the Chief

Union Steward. A meeting shall be arranged between the Chief Union Steward and the Personnel Services Coordinator within **thirty (30)** working days of receiving the grievance if an audit is to be done, or within ten (10) working days of receiving the grievance, if no audit is to be done.

If the grievance is not settled at this meeting, the Personnel Services Coordinator shall reply to the Chief Union Steward in writing within ten (10) working days of the meeting.

If the grievance is not settled at this step, the provisions of article 11:04 (Step Three of the general grievance procedure) shall apply.

#### **DISCHARGE GRIEVANCE PROCEDURE**

12:01 In the case of an employee being discharged, the employee may submit a grievance in writing on a form supplied by the University of Toronto, signed by the employee, to the Manager of Labour Relations, or the designated representative of the Manager of Labour Relations, within five (5) working days after the discharge of the employee. If the matter then is not immediately settled, the Manager of Labour Relations, or the designated representative of the Manager of Labour Relations, shall meet with the National Representative of the Union, or the designated representative of the National Representative of the Union, within a further period of five (5) working days after presentation of the grievance. If the grievance is not settled at this meeting, then the Union may notify the Employer in writing within a further period of five (5) working days that it intends to proceed to arbitration as hereafter set out.

#### **POLICY-GROUP GRIEVANCE**

13:01 A grievance of the Employer, or a policy or a group grievance of the Union which is distinguished from an individual employee's grievance, must be sent by registered mail or be personally delivered to the Manager of Labour Relations of the Employer or the National Representative of the Union, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The parties shall meet to discuss any such grie-

vance within ten (10) working days, then either party may notify the other party in writing within a further period of five (5) working days that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought from an arbitration board.

#### *ARBITRATION*

*14:01* If a grievance is not settled at Step Three, either party may notify the other within a further period of ten (10) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitration board and the name and address of the party's nominee to the proposed arbitration board.

The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of the party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice. The two nominees appointed shall attempt to select a Chairman for the board, but if they are unable to agree upon the selection within a period of ten (10) working days after the appointment of the second nominee, either of the nominees shall then have the right to request the Minister of Labour to appoint a Chairman for the arbitration board.

#### **Expenses of Arbitration Board**

*14:02* Each party shall bear the expenses of its own nominee to an arbitration board and the parties shall jointly and equally bear the fees and expenses of the Chairman.

#### **Authority of the Board to Deal with**

##### **Disciplinary or Discharge Grievances**

*14:03* In the event a board of arbitration deals with a matter relating to discharge, suspension or disciplinary action, then the board has the authority to reinstate an employee with or without compensation for wages and any other benefits lost,

or to make any other award it may deem just and reasonable which would be consistent with the terms of the Agreement.

**General Authority of the Board**

14:04 Any board of arbitration shall not have any authority to make any decision which is inconsistent with the terms of this Agreement, nor to add to or amend any of the terms of this Agreement. The jurisdiction of the arbitration board shall be strictly confined to dealing with the issue in dispute within the confines of the Agreement between the parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the board of arbitration shall be *final* and binding upon the parties. The decision shall be unanimous or one reached by a majority of the members of the board; provided, however, that if there is no majority decision of the board, then the decision of the Chairman shall constitute the final and binding decision of the board.

**TIME LIMITS: DAYS EXCLUDED**

15:01 Saturdays, Sundays and holidays will not be counted in determining the time within which any action is to be taken or completed under the grievance or arbitration procedures.

Time limits set forth in the grievance or arbitration procedures may be extended by mutual agreement in writing between the parties hereto.

**PROBATIONARY EMPLOYEES**

16:01 New employees will be considered as probationary employees until after they have worked for a total of ninety (90) days for the Employer.

16:02 During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The Employer may discharge an employee at any time during the probationary period, without cause and at the sole discretion of the Employer. In the event an employee is discharged, the employee shall be

entitled to submit a grievance under Article 12:01 of the collective agreement.

*SENIORITY*

17:01 Seniority is defined as the length of service in the full-time bargaining unit or as defined in Articles 16:04 or 16:05 of the part-time bargaining unit collective agreement.

***17:02 An employee will be on probation and will not acquire seniority until after the employee has worked for a total of ninety (90) days in the bargaining unit. Seniority shall commence from the date of last hiring***

17:03 An employee shall lose all seniority if the employee voluntarily quits the employ of the Employer; is justifiably discharged; has been laid off for more than twelve (12) consecutive months; and following a lay-off, fails to advise the Employer within five (5) days of receipt of notification by registered mail to return to work of the employee's intention so to return, or fails to report for work on the date and at the time specified in the said notice.

17:04 The selection or appointment of an employee to a supervisory position or any other position not covered by this Agreement is at the Employer's discretion.

17:05 The Employer agrees that an employee will not be transferred or promoted to a position outside of the bargaining unit if the employee in question does not wish to accept such a transfer or promotion.

17:06 If an employee is transferred to a position outside of the bargaining unit, the employee shall retain seniority acquired at the date of leaving the unit, and will continue to accumulate seniority if employed in a position related to the bargaining unit. If such an employee later returns to the bargaining unit, the employee shall be placed in a job consistent with the employee's seniority.

17:07 The Employer shall maintain a seniority list showing the employee's name, classification and the date upon which each employee's service last commenced. An up-to-date seniority list shall be sent to the Union and posted on bulletin boards each September.



## **LAYOFF AND RECALL**

**18:01** The parties recognize that job security increases in proportion to the length of service with the Employer. In the event of a reduction of work, the Employer agrees that employees shall be laid off in the reverse order of their seniority. The employees shall be recalled to work in order of their seniority. Notwithstanding the aforementioned provisions, the Employer may vary the application of the seniority provisions when employees with greater seniority do not possess the necessary qualifications and skills to do the work normally required by the Employer. In the application of this provision, the Employer will consider the qualifications and the ability of the employee to perform the normal requirements of the job satisfactorily. Where the qualifications are relatively equal between the employees affected, seniority shall be the governing factor.

### **Cancellation of Recall Rights**

**18:02** Recall rights shall be terminated on the cancellation of an employee's seniority.

### **Notification of Change of Address**

**18:03** It shall be the duty of the employee to notify the Employer promptly of any change of address. If an employee should fail to do so, the Employer will not be responsible for failure of official notices to reach the employee.

### **Lay-Off Notice**

**18:04** The Employer shall notify employees who are to be laid off ten (10) working days before the lay-off is effective. If the employee to be laid off has not had the opportunity to work ten (10) full days after notice of lay-off, the employee shall be paid in lieu of that part of ten (10) days during which work was not available.

### **Termination Lay-Off**

**18:05** The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:

1 year of service, but less than 2 years, 15 working days;  
2 years of service, but less than 5 years, 20 working days;  
5 years of service, but less than 10 years, 30 working days;  
10 years of service, or more, 60 working days.

If an employee to be laid off has not had the opportunity to work the amount of days as applicable as outlined in the schedule, the employee shall be paid in lieu of that part of the notice required in the schedule for which work was not available.

**Union President and Chief Union Steward**

18:06 The Employer agrees that in the event of a lay-off, the President of Local 1230, CUPE, if employed by the Library, and the Chief Union Steward of the Library shall be the last employees laid off during their term of office.

*LEAVE OF ABSENCE*

**General**

19:01 Subject to the written approval of the Personnel Services Coordinator, any employee may be granted a leave of absence without pay because of personal illness or for valid personal reasons. All applications for leave of absence must be made in writing and submitted to the Personnel Services Coordinator. Any extension of a leave of absence must also be applied for and granted in writing.

**For Conventions and Seminars**

19:02 Subject to the approval of the Personnel Services Coordinator and upon written request submitted at least fourteen (14) days in advance, leave of absence without pay or loss of seniority shall be granted to not more than four (4) employees at any one time, who may be elected or selected by Local 1230 to attend any **authorized** Labour Convention or Educational Seminar. Such leave of absence is to be confined to the actual duration of the Convention or Educational Seminar and the necessary travelling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

### **Maternity Leave**

**19:03** *Maternity leave of absence must be applied for and granted in writing. An employee who will have completed one (1) year of service with the Employer prior to the probable date of delivery and presents to the Personnel Services Coordinator a physician's certificate stating that she is pregnant and the probable date of delivery, shall be granted a maternity leave of absence not to exceed seventeen (17) weeks. Employees will be required to apply for Unemployment Insurance benefits which begin after a two week waiting period. The University will pay 95 percent of salary during the waiting period, and for the remainder of leave will make up the difference between Unemployment Insurance benefits and 95 percent of salary. Maternity leave of absence shall commence at the employee's discretion, except that commencement shall not be later than the probable date of delivery and notwithstanding that during the pregnancy of an employee, the Employer shall have the right for good and reasonable cause to require the employee to take maternity leave of absence until the termination of pregnancy. An employee may return to work after termination of the pregnancy, as soon as she is fit to do so in the written opinion of a qualified medical practitioner. During maternity leave of absence, the employee will continue to be enrolled in full University benefits through regular payroll deductions. The employee shall be reinstated with full benefits as provided for under the Agreement.*

### **Adoption**

**19:04** *Adoption leave of absence must be applied for and granted in writing. An employee who will have completed one (1) year of service with the Employer prior to the date of application for adoption leave and who presents to the Personnel Services Coordinator an application for adoption leave and the expected date on which the leave is expected to commence, may be granted an unpaid leave of absence for a period not to exceed six (6) months, subject to the following conditions:*

- a) *written application shall be submitted to the Personnel Services Coordinator when the employee's application to***

***adopt has been approved by the appropriate adoption authority or as early as reasonably possible when no adoption authority is involved.***

- b) the leave should commence immediately upon formal notice to the employee that the child is available or at a time mutually agreeable to the employee and the Personnel Services Coordinator.

***Full-Time Officer of the Union***

***19:05*** Where an employee is elected or selected to a full-time office within the Union, the employee may request a leave of absence at least two (2) weeks in advance in writing from the Personnel Services Coordinator for a period not to exceed one (1) year. Subject to approval of the Personnel Services Coordinator, the employee shall be granted leave of absence. ***Such leave shall be renewed each year, on request, during the employee's term of office. On the expiration of the said leave, upon written request to the Personnel Services Coordinator,*** which must be submitted at least two (2) weeks prior to said termination, the employee shall be returned either to the employee's former position, or to a position in a classification comparable to that in which the employee was employed before taking the office, if such is available, or to such other position as may be determined by the Personnel Services Coordinator as being suitable. The above-described leave of absence shall be limited to one (1) employee at any one time during the term of this Agreement.

***Paid Personal Leave of Absence***

***19:06*** Commencing July 1st of each year, each employee shall be allowed for good reason up to three (3) days paid leave of absence annually which shall be approved and granted by the employee's supervisor.

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

Each application for leave of absence must be made in writing, shall indicate the reason for the application therefor, and must be submitted to the employee's supervisor at least five (5) days in advance, except in cases of emergency.

Employees will not be allowed to use personal leave of absence for purposes of extending vacations or the day prior to or the day following a paid holiday.

Paid Personal Leave may not be taken in units of less than one (1) hour.

**Employer Discontinues Contributions to Welfare Benefits**

**19:07** Where an employee has been granted leave of absence without pay in accordance with and pursuant to Articles:

- (19:01) Leave for valid personal reasons;
- (19:04) Adoption;
- (19:05) Full-time elected or selected officer of the Union;

the Employer shall discontinue its share of contributions for the aforesaid employee to:

- The University of Toronto Pension Plan;
- Ontario Hospital Insurance Plan (O.H.I.P.);
- University of Toronto Group Life and Survivor Income Benefit Insurance Plan;
- University of Toronto Long Term Disability Insurance Plan;
- University of Toronto Dental Care Plan;
- University of Toronto Extended Health Care Plan; and
- University of Toronto Semi-Private Hospitalization Insurance Plan.

**Employee May Continue Contributions**

**19:08** The employee can make provision 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 supervisor of the monthly payroll. All premiums must be paid in advance and in accordance with the rules established by the Office of the Comptroller.

***Seniority During Leave of Absence***

**19:09** Employees who have been granted leave of absence shall retain their seniority acquired until said leave of absence is commenced, but shall not continue to acquire seniority during that time while on leave of absence where:

An employee who has been granted sixty (60) calendar days or more leave of absence for valid personal reasons in accordance with and pursuant to Article 19:01 of the Agreement;

An employee who has been granted leave of absence to act as a full-time elected or selected officer in accordance with and pursuant to Article 19:05 of the Agreement.

The provisions of this clause shall not apply to an employee who has been granted maternity leave of absence in accordance with and pursuant to Article 19:03 of the Agreement.

#### **BEREAVEMENT LEAVE**

20:01 In the event of a death in the immediate family, an employee will be granted upon request up to a maximum of three (3) days leave without loss of regular pay for attendance at or to make the necessary arrangements for the funeral. "Immediate family" shall mean Husband, Wife, *Common-law Spouse*, Father, Mother, Brother, Sister, Son, Daughter, Grandparent, Grandchild, or Parent-in-Law.

#### **JURY DUTY AND CROWN WITNESS LEAVE**

21:01 The Employer shall continue payment of full salary to any employee who is required for jury duty or crown witness service, provided the employee reports for work when not required for such duty.

#### **SICK LEAVE**

##### **Definition**

22:01 ***Sick leave is defined as absence because of the employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the Workers' Compensation Act is not payable. The purpose of the Sick Leave Plan is to provide against loss of earnings for employees who are prevented by sickness or accident from performing their duties.***

**Basis of Leave**

22:02 A full time salaried employee, after the employee has worked for a total of sixty (60) days for the Employer, shall be eligible to be granted sick leave with pay for periods up to fifteen (15) weeks during unavoidable absence due to illness or injury not compensable under the provisions of the Workers' Compensation Act.

**Required to Call In**

22:03 *When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work. It is the responsibility of the employee to maintain communication with the supervisor with respect to the matter of the probable date of return to work by the employee.*

**Physician's Certificate**

22:04 *An employee, with prior written notification, may be required by the employee's supervisor to provide a doctor's certificate certifying that the employee is unable to carry out the employee's normal duties due to illness.*

22:05 A record of all used sick leave shall be kept by the Employer.

**Misuse of Sick Leave**

22:06 *Where the Employer has reasonable grounds to believe an employee is misusing or has misused the sick leave provisions of the Agreement, such misuse will be cause for disciplinary action by the Employer.*

**Returning to Duty**

22:07 Following a prolonged or serious illness, the University may require the employee to be certified medically fit before the employee returns to the employee's regular duties.

**Sick Leave Pay – While Drawing Workers' Compensation Benefits**

22:08 An employee who is prevented from performing the employee's regular work with the Employer as a result of an

occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act shall receive from the Employer the difference between the amount paid by the Workers' Compensation Board and the employee's regular salary from the first day of the said accident. Payment from the Employer shall not exceed a term of fifteen (15) consecutive weeks for each accident compensable by the Workers' Compensation Board.

**Exceptions**

22:09 No payment of any sick leave credit shall be due to an employee on termination, discharge or retirement. During a period of vacation or authorized leave of absence, payment will not be made for sick leave.

***JOB POSTING***

23:01 At least four (4) working days prior to making any permanent staff changes covered by the terms of this Agreement, except as indicated in Article 23:04, the Employer first will post notice of the said position in the Employer's offices, and on the bulletin boards of the Library and notify the Union in writing in order that all members will know about the position and be able to make written application therefor. Such notice shall contain the following information: nature of the position, job description, required knowledge and education, ability and skills, hours of work and salary rate or salary range.

23:02 Any employee in the bargaining unit may make application for any vacant position arising out of Article 22:01 in the part-time collective agreement or Article 23:01 in the full-time collective agreement. In the event that the position is not awarded to a full-time employee, or a regular part-time employee, then applications submitted by sessional/temporary employees will be given consideration.

**Notification**

23:03 When a position has been filled arising out of Article 23:01, the Chief Union Steward will be advised of the selection of the successful candidate within five (5) working days.



23:04 The requirement to post a position as provided in Article 23:01 (Job Posting) shall not apply where employees are reassigned and/or relocated in accordance with and pursuant to Articles 34:02 and/or 34:03.

**23:05 *In the event of layoffs, the Employer will arrange to set up a liaison between the laid-off employees and the employment counsellor at the Personnel Department, 215 Huron Street.***

### **TRANSFERS AND PROMOTIONS**

#### **Non-Supervisory Positions**

24:01 When selecting an employee to fill a bargaining unit position, the Employer agrees to use all available information to determine which employee is qualified to fill the vacancy. The Employer will consider the applicant's knowledge, ability to perform the normal requirements of the job satisfactorily, and seniority with the Employer. Where the above qualifications are relatively equal between the applicants, seniority shall be the governing factor.

#### **Trial Period**

24:02 The successful applicant shall be placed on trial for a period of sixty (60) working days from assumption of new duties. Conditional on satisfactory service, such trial promotion or transfer shall be confirmed after the period of sixty (60) working days. In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period, that employee shall be returned to the employee's former position without loss of seniority and at the employee's former salary rate. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to that employee's former position without loss of seniority and at the employee's former salary rate.

#### **Employee Returned to Previous Job**

24:03 Any such employee shall be given the opportunity to revert to the employee's former position and conditions if the employee so requests within sixty (60) working days from the assumption of new duties, and the provisions of the

immediate preceding paragraph shall apply to such revision.

**Factors Affecting Selection**

24:04 An employee who has been transferred to a new position must serve at least three (3) months in the position before the employee is eligible for consideration for any other position, unless it is in the Employer's interest to consider the employee for transfer.

**Explanation to Employee**

24:05 On request, management will explain, in writing, to any unsuccessful candidate for an advertised vacancy the reasons why the candidate was not selected for the position.

**Supervisory Positions**

24:06 It is agreed that appointments to positions above the jurisdiction of the Union are not subject to the grievance procedure, although the Employer will give full consideration to representations of the Union where there is evidence of obvious irregularities or discrepancies.

**GENERAL**

**Job Classifications**

25:01 In the event of the Employer establishing any new job classification or position within the bargaining unit, the Employer will discuss the terms of the job classification or position with the Union prior to the establishment of the aforementioned job classification or position. Nothing in this clause shall be interpreted to prevent the Employer from establishing any new job classification or position and staffing same in accordance with the terms of this Agreement. If the Employer and the Union are unable to agree upon the classification of the job, the matter may be referred to the Grievance and Arbitration Procedure of this Agreement.

**Correspondence**

25:02 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Manager, Labour Relations, University of Toronto, 215

Huron Street, Toronto, M5S1A1, and the National Representative, Canadian Union of Public Employees, 10 Milner Business Court, Suite 700, Scarborough, Ontario, M1B 3C6, or the President of Local 1230, John Robarts Library, Room 14347, 130 St. George Street, Toronto, Ontario M5S 1A5, with copies to the National Representative or the President of Local 1230, CUPE as the case may be.

**Notification of Change of Status**

25:03 Every employee shall be individually responsible for notifying the Employer within five (5) working days of change of address, marital status, name, income tax status, insurance beneficiary, next of kin and any other reasonable information pertaining to personal records.

**Bulletin Boards**

25:04 The Employer agrees to provide space on bulletin boards marked Local 1230, CUPE, for official notices on the understanding that such notices will be in keeping with the general spirit and intent of the Agreement.

**Educational Allowances**

25:05 The Employer agrees to pay the portion of the tuition costs of any academic or technical course of study approved by the Employer in keeping with the policy established for the University of Toronto staff. The Employer shall determine whether such course is appropriate for the employee. All applications must be made in writing to the Personnel Services Coordinator. In the event such application is rejected, the Personnel Services Coordinator shall give reasons for rejection to the employee in writing.

**Personnel Files**

25:06 An employee shall have the right to examine all documents pertaining to that individual in any files kept in the Library Personnel Office as a basis for personnel decisions affecting that employee, and to have such files corrected or supplemented in cases of inaccuracy or inadequacy. Such comments shall become part of the file.

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

### ***HOURS OF WORK AND OVERTIME***

#### **36¼ Hour Week**

26:01 Standard hours of work for all employees who are classified under Schedule I shall be seven and one-quarter (7¼) hours per day, thirty-six and one-quarter (36¼) hours per week, except from July 1 to Labour Day, during which period the hours of work shall be six and three-quarters (6¾) hours per day and thirty-three and three-quarters (33¾) hours per week, provided this shall not constitute a guarantee of hours per day or hours of work per week.

#### **Shift Work**

26:02 The Employer has reserved and shall continue to retain the right to establish shifts in any department where it is beneficial for the efficient or economical operation of the Library or otherwise necessary.

#### **Shift Premium**

26:03 Effective October 14, 1981, a shift premium of sixty cents (60¢) per hour shall be paid for all hours worked between the hours of midnight (12:00 a.m.) and 7:00 a.m.

#### **Overtime**

26:04 Authorized overtime hours worked in excess of the standard hours of work shall be paid for at the rate of time and one-half the regular rate of wages.

Authorized overtime hours of work on Sunday in excess of the standard hours shall be paid for at the rate of two (2) times the regular rate.

#### **Rest Periods**

26:05 All employees shall be entitled to a fifteen (15) minute rest period both in the first half and second half of the shift.

**Sunday Work**

26:06 All regularly scheduled time worked on Sunday shall be paid for at **one** and one-half (1½) times the standard rate.

**Call Back**

26:07 Employees who are called back to work after completing their regular shift and have left their place of work, will receive a minimum of four (4) hours at the regular hourly rate or the appropriate overtime rate for the number of hours worked, whichever is the greater. This clause shall not be applicable when an employee is instructed to report early for a regular shift.

**Meal Allowance**

26:08 A meal allowance of \$6.00 will be provided if an employee:

- (a) continues to work for more than two (2) hours past stop time and at intervals thereafter of four (4) hours.
- (b) working prearranged overtime on a day off, works for more than ten (10) hours and at intervals thereafter of four (4) hours.

**Promotion: Pay Calculations**

26:09 When an employee is promoted one or more salary grades higher, the said employee shall maintain the employee's position in the progression scale (Schedule I).

**No Pyramiding**

26:10 Premium payments shall not be duplicated under any of the terms of this Agreement. If premium payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay.

26:11 For the purpose of calculating hourly rates of employees on annual salary, the annual rate = 260 days times the daily rate. Daily rate = 7¼ hours per day X regular hourly rate. Daily rate = 6¾ hours per day X summer hourly rate (July 1 to Labour Day).

**Temporary Relief in a Higher Classification**

26:12 **When** the Employer assigns an employee to relieve another employee in the bargaining unit in a higher classification, the Employer shall, for each relief period of fifteen (15) working days or more, pay the relieving employee at the rate of the higher classification, at the current salary year of the relieving employee.

26:13 When the higher position is outside the bargaining unit, the employee so assigned for a period of not less than one (1) working day shall receive a rate of pay ten percent (10%) above his normal rate. The employee shall be deemed to be covered by this Agreement during the period of such temporary relief.

**Pay on Transfer - Lower Rated Job**

26:14 When the Employer assigns an employee to a position paying a lower rate of pay, the employee's pay rate shall not be reduced, providing the said assignment is not as a result of a disciplinary action.

**STANDBY PAY**

**Definition of "On Standby"**

27:01 An employee shall be designated as being "on standby" if, by prearrangement with the employee's supervisor, the employee has been requested to be available during a specific period, other than during scheduled working hours, to respond to telephone enquiries at an agreed location or to respond to messages received on a portable paging or message-answering device.

**Payment**

27:02 An employee who is "on standby" as defined in Article 27:01 will be paid at the rate of one (1) hour's pay per four (4) hours "on standby", with a minimum of one (1) hour's pay per twenty-four (24) hour period (8:00 a.m. to 8:00 a.m.). The rate of pay shall be the rate which is applicable to the period in question as set forth in Schedule I and if applicable, Sunday Work (Article 26:06 - time and one-half) or Holidays (Article 29:02 - time and one-half) of the collective agreement.

**Recalled While "On Standby"**

27:03 If it is necessary for the employee "on standby" to be called into the employee's normal workplace as a result of enquiries received while "on standby", the provisions of Article 26:07 (Call Back) will apply.

**FLEXIBLE HOURS**

28:01 The terms of reference to the Flexible Hours of Work Programme shall be contained in the Guidelines for Flexible Hours, Appendix "F".

28:02 All claims for overtime under clause 26:01 and clause 26:04 shall be waived where employees are working under the terms of the Flexible Hours of Work Programme.

28:03 This waiver shall not apply where **authorized** overtime is worked by an employee which exceeds the scheduled hours of work under the Flexible Hours of Work Programme for the specific period by day or week. The payment shall be in accordance with the terms of clause 26:04.

**HOLIDAYS**

29:01 The following holidays will be granted with pay at the employee's regular rate of pay for the employee's normal number of daily working hours:

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

The foregoing provisions concerning payment for holidays shall apply only if:

- a) the employee reports for work if requested;  
and
- b) the employee reports for work on the employee's scheduled days of work immediately preceding and following such holiday unless excused by proper authority.

The employee will not be paid if the holiday occurs when the

employee is not at work by reason of being on leave pursuant to Articles 19:01, 19:02, 19:04, 19:05, 19:06 or by reason of being laid off.

29:02 Any employee required to work on any of the above holidays will receive pay for time worked on such holiday at one and one-half (1½) times the employee's regular rate in addition to the regular holiday pay, providing the employee has complied with Article 29:01, clauses (a) and (b).

29:03 The Employer shall designate the day of observance of paid holidays in the aforementioned clause 29:01. Notice shall be sent to the Union by the Employer within a reasonable time period prior to the date of observance of the paid holiday or paid holidays.

29:04 When any of the above holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

#### VACATIONS

30:01 Vacations will, as far as practicable, be granted at the times most desired by the employees. An employee, to qualify for consideration of the employee's request for vacation, in accordance with the employee's seniority standing, must notify the Employer of the employee's preferred vacation before March 15 of any given year. However, the Employer reserves the authority to designate vacation periods in a manner consistent with the efficient operation of the Library. The Employer shall post vacation schedules by April 15 of each year, and thereafter such schedules shall not be changed unless mutually agreed to by the employee and the Employer.

#### **Holiday Falling on A Vacation**

30:02 If a holiday falls during an employee's vacation, an extra day with pay will be allowed off in lieu of the holiday.

#### **Vacation Allowances**

30:03 Employees shall be granted vacation with pay at their regular rate of pay on the following basis:



Length of Continuous Service As of July 1st	Days of Vacation
1 month	1 day
2 months	1 day
3 months	2 days
4 months	3 days
5 months	4 days
6 months	5 days
7 months	5 days
8 months	6 days
9 months	7 days
10 months	8 days
11 months	9 days
12 months	10 days
2 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
13 years	21 days
16 years	22 days
19 years	23 days
22 years	24 days
25 years	25 days

**BENEFITS**

**Pension Plan**

31:01 The Employer agrees to provide a Pension Plan, the details of which are set out in Schedule II.

**Long Term Disability Insurance Plan**

31:02 The Employer agrees to provide a Long Term Disability Insurance Plan, the details of which are set out in Schedule III.

**Group Life and Survivor Income Benefit Insurance Plan**

31:03 The Employer agrees to provide a Group Life and

Survivor Income Benefit Insurance Plan, the details of which are set out in Schedule IV.

**Health Service Plan**

31:04 The Employer agrees to provide a Health Service Plan, the details of which are set out in Schedule V.

**Dental Care Plan**

31:05 The Employer agrees to provide a Dental Care Plan, the details of which are set out in Schedule VI.

**Extended Health Care Plan**

31:06 The Employer agrees to provide an Extended Health Care Plan, the details of which are set out in Schedule VII.

**Semi-Private Hospitalization Insurance Plan**

31:07 The Employer agrees to provide a Semi-Private Hospitalization Insurance Plan, the details of which are set out in Schedule VIII.

**UNION SECURITY**

**Union Dues**

32:01 The Employer agrees as a condition of employment to deduct from the first pay due each month to each employee who is covered by this Agreement after thirty (30) days of employment a sum equivalent to the monthly Union dues as certified from time to time by the Secretary-Treasurer of the Union.

**Union Membership**

32:02 All employees who are members of the Union or who, during the term of this Agreement, become members of the Union, shall be required to maintain their membership in the Union in good standing as a condition of employment.

**Initiation Fee**

32:03 All new employees hired shall have deducted from the first pay due to the said employee after thirty (30) days of employment a sum equivalent to the initiation fee as certified from time to time by the Secretary-Treasurer of the Union.

**Authorization** for the deduction of such initiation fee shall be confirmed by each employee affected thereby by signing an application for membership in the Union – Appendix “A”. The aforementioned employees, as a condition of employment, shall be required to maintain their membership in the Union in good standing.

**Membership Exemption**

**32:04** Employees who were employed on November 14, 1978, but who were not members of the Union on that date shall not be required to join the Union as a condition of employment.

**Transmittal of Dues and Initiation Fees**

**32:05** The Employer agrees to remit to the Secretary-Treasurer of the Union such dues and initiation fees within one (1) month from the collection date, accompanied by a list of the names of the employees from whom the deductions were made and any applications for membership in the Union.

**JOB SECURITY**

**33:01** It is the declared intention of the Employer to provide for the job security of the employees covered by the terms of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Toronto in the most efficient and economic manner possible in order that it may satisfactorily discharge its public responsibilities.

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. However, in such event, the Employer agrees that the employee will be placed in another job with a similar rate and be re-trained. All employees who have less than one (1) year of seniority must attain one year of seniority prior to being entitled to the terms of this job security clause.

## **TECHNOLOGICAL CHANGE**

### **Notification**

34:01 The Employer shall notify the Union at least six (6) months in advance before the introduction of any technological changes that may affect the employment of the employees in the bargaining unit.

The Employer will discuss the proposed changes with the Union with the view of retraining, relocating and assisting any employee who may be displaced as a result of the said technological changes.

If the Employer and the Union fail to agree on the job classification established as a result of a technological change, the matter may be referred to the Grievance and Arbitration Procedure of this Agreement.

### **Technological Change**

34:02 No regular employee shall be dismissed by the Employer because of mechanization or technological changes. An employee who is displaced by such change will be offered employment elsewhere by the Employer in the same classification and at the same salary. If the employee does not accept such transfer, the employee shall then be subject to the lay-off procedure. In the event the employee disagrees with the transfer, the employee shall have the right to submit a grievance at Step Two of the grievance procedure.

### **Training Benefits – Technological Change**

34:03 In the event the Employer should introduce new methods or machines which require new or greater skills than are possessed by present employees, such employees shall, at expense of the Employer, be given a reasonable period of time during which they may perfect or acquire the skills necessitated by the method of operations. There shall be no change in salary rates or wages during the training period of such employees and no reduction of pay upon being reclassified in the new position.

Any employee failing to qualify thereafter shall be reassigned to another position.

## **OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

35:01 In keeping with the spirit of the Occupational Health and Safety Act, the Employer agrees to constitute an Occupational Health and Safety Committee composed of three (3) elected representatives of the Union and three (3) management representatives. **The President of CUPE Local 1230 and the Personnel Services Coordinator shall be ex officio members of the Committee.** The Committee shall meet at intervals of not less than three (3) months or as requested by either the Union or the Employer. Members of the Committee shall be compensated for attendance at scheduled Committee meetings. A Secretary shall be provided for the Committee, who shall record minutes of each meeting and transmit them to the parties. The Committee shall annually elect a Chairperson.

35:02 The Employer will provide the Committee with copies of accident reports related to members of the bargaining unit.

## **MONETARY REOPENER**

36:01 **The Employer or the Union may at any time during the three (3) months preceding the 1 st day of July 1985 by ten (10) clear days notice in writing delivered to the other party to the collective agreement require it to commence collective bargaining with respect only to an adjustment to wages and benefits as may be stipulated in such notice.**

**If the parties are unable to conclude an agreement for adjustment to wages and benefits of the Agreement, either party may give written notice to the other party of its desire to terminate the Agreement. For the purpose of obtaining such termination the party to whom such notice is given must jointly without delay apply to the Ontario Labour Relations Board ("the Board") with the other party for consent of the Board to such termination,**

**Forthwith upon the termination of the Agreement in accordance with the consent of the Board, the parties shall jointly apply for the appointment of a Conciliation Officer. If an**

**agreement is not entered into then, providing Section 72(2) of the Ontario Labour Relations Act is complied with, the employees may strike or the Employer may lock out.**

**The resulting collective agreement shall contain the same terms and conditions of this Agreement save and except such adjustments to wages and benefits of the Agreement as may be agreed to by the parties. The parties will not at any time institute any proceedings, apart from the application to the Board referred to above for the purpose or effect that would be to modify or nullify the intent or effect of this Article (36:01) of the collective agreement.**

#### **MODIFICATION OR TERMINATION**

37:01 This Agreement shall continue in force and effect until June 30th, 1986 and thereafter shall automatically renew itself for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

#### **Negotiations**

37:02 In, the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within fifteen (15) days following receipt of such notification, and thereafter both parties shall negotiate in good faith.

37:03 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur

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 this 4th day of July, 1985.

For the GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

Frank Iacobucci, *Vice-President and Provost*  
John G. Dimond, *Secretary*

For the CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1230, FULL-TIME BARGAINING UNIT

Mary Roddy, *President*  
Thomas J. Bribiesco  
Roy D. Pearson  
Debbie Campbell  
Linda J. Jewett, *National Representative*





SCHEDULE I - WAGES

July 1, 1984

36

Classification		Step 1	Step 2	Step 3
Library Technician III	A	\$16,094.05	\$16,826.59	\$17,586.31
Key Punch Operator II	M	1,341.17	1,402.22	1,465.53
Clerk Typist II	D	61.90	64.72	67.64
	R	8.54	8.93	9.33
	S	9.17	9.59	10.02
Library Technician IV	A	17,760.82	18,578.01	19,435.96
Clerk Typist III	M	1,480.07	1,548.17	1,619.66
Secretary I	D	68.31	71.45	74.75
	R	9.42	9.86	10.31
	S	10.12	10.59	11.07
Library Technician V	A	19,615.70	20,529.03	21,490.43
	M	1,634.64	1,710.75	1,790.87
	D	75.44	78.96	82.66
	R	10.41	10.89	11.40
	S	11.18	11.70	12.25

	Library Technician VI	A	21,691.07	22,713.08	23,787.34
	Bibliographic Associate I	M	1,807.59	1,892.76	1,982.28
		D	83.43	87.36	91.49
		R	11.51	12.05	12.62
		S	12.36	12.94	13.55
	Bookbinder	A	26,631.83	27,920.31	29,272.54
		M	2,219.32	2,326.69	2,439.38
		D	102.43	107.39	112.59
		R	14.13	14.81	15.53
		S	15.17	15.91	16.68
37	Rare Book Binder	A	29,557.83	30,994.70	32,507.86
		M	2,463.15	2,582.89	2,708.99
		D	113.68	119.21	125.03
		R	15.68	16.44	17.25
		S	16.84	17.66	18.52

A – Annual Salary M – Monthly Rate D – Daily Rate R – Regular Rate (effective the day following Labour Day to June 30th) – S – Summer Rate (effective July 1st to Labour Day)

**SCHEDULE I - WAGES**

July 1, 1985

Classification:		Step 1	Step 2	Step 3
Library Technician III	A	\$16,899.00	\$17,668.00	\$18,466.00
Key Punch Operator II	M	1,408.25	1,472.33	1,538.83
Clerk Typist II	D	65.00	67.95	71.02
	R	8.96	9.37	9.80
	S	9.63	10.07	10.52
Library Technician IV	A	18,649.00	19,507.00	20,408.00
Clerk Typist III	M	1,554.08	1,625.58	1,700.67
Secretary I	D	71.73	75.03	78.49
	R	9.89	10.35	10.83
	S	10.63	11.12	11.63
Library Technician V	A	20,597.00	21,556.00	22,565.00
	M	1,716.42	1,796.33	1,880.42
	D	79.22	82.91	86.79
	R	10.93	11.44	11.97
	S	11.74	12.28	12.86

Library Technician VI	A	22,776.00	23,849.00	24,977.00
Bibliographic Associate I	M	1,898.00	1,987.42	2,081.42
	D	87.60	91.73	96.07
	R	12.08	12.65	13.25
	S	12.98	13.59	14.23
Bookbinder	A	27,964.00	29,317.00	30,737.00
	M	2,330.33	2,443.08	2,561.42
	D	107.55	112.76	118.22
	R	14.84	15.55	16.31
	S	15.93	16.70	17.51
Rare Book Binder	A	31,036.00	32,545.00	34,134.00
	M	2,586.33	2,712.08	2,844.50
	D	119.37	125.17	131.28
	R	16.46	17.27	18.11
	S	17.68	18.54	19.45

A – Annual Salary, M – Monthly Rate, D – Daily Rate, R – Regular Rate (Effective the day following Labour Day to June 30th), – S – Summer Rate (Effective July 1st to Labour Day).

**Progression**

Each new employee shall be progressed one (1) salary step higher, on July 1st of each year, than the step at which the employee was hired after the completion of three (3) months of service, providing that completion of such service is prior to July 1st of that year. Progression of rates to the next higher step shall occur annually on July 1 st of each year for all other employees.

**SCHEDULE II**

**PENSION PLAN**

The Employer and the employees shall continue to make contributions to the University of Toronto 1966 Pension Plan for members of the academic and administrative staffs (previously referred to as P-3880) in accordance with the provisions and regulations of the said plan during the term of this Agreement.

Employees who become eligible shall be enrolled in the said Pension Plan on the date of eligibility. Notwithstanding, the Employer shall have the right to amend or change the said Pension 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.

**SCHEDULE III**

**LONG TERM DISABILITY INSURANCE PLAN**

The Employer and the employees shall continue to make contributions to the University of Toronto Long Term Disability Insurance Plan in accordance with the provisions and regulations of the said plan during the term of this Agreement. Participation in the University of Toronto Long Term Disability Insurance Plan is required as a condition of employment. The Employer shall have the right to amend or change the said Long Term Disability Insurance 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.

**SCHEDULE IV**

**GROUP LIFE AND SURVIVOR INCOME BENEFIT  
INSURANCE PLAN**

The Employer shall continue to provide Basic Coverage at no cost to the employee, in accordance with the provisions and regulations of the Group Life and Survivor Income Benefit Insurance Plan, 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 Group Life and Survivor Income Benefit Insurance Plan.

The Employer shall have the right to amend or change the said Group Life and Survivor Income Benefit Insurance 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 V**

**ONTARIO HEALTH INSURANCE PLAN**

The Employer agrees to continue to contribute not less than 68% of the billed rates of premiums for employees participating in the Ontario Health Insurance Plan during the term of this Agreement.

It is agreed by the parties that the billed rates mentioned heretofore shall include any increases in premiums that may be levied under the Ontario Health Insurance Plan.

The Employer will not be required to make any payment in lieu of premiums previously paid to any employee who is exempt by the provisions of the Ontario Health Organization Act by virtue of being either 65 years of age or over, or having a spouse who is 65 years of age or over, and who receives Ontario Health Insurance Plan protection under the terms of the aforementioned act.

**SCHEDULE VI**

**DENTAL CARE PLAN**

The Employer agrees to contribute not less than 80% 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 a condition of employment. Only 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.

**SCHEDULE VII**

**EXTENDED HEALTH CARE PLAN**

The Employer agrees to contribute not less than 75% 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.

**SCHEDULE VIII**

**SEMI-PRIVATE HOSPITALIZATION INSURANCE  
PLAN**

The Employer agrees to contribute not less than 75% of the billed rates of premiums for employees participating in the University of, Toronto Semi-Private Hospitalization Insurance 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 Semi-Private Hospitalization Insurance 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.

APPENDIX A

APPLICATION FOR MEMBERSHIP in the Canadian  
Union of Public Employees  
Local 1230  
Full-Time Bargaining Unit

I the undersigned . . . . .  
(please print)

- a. Apply for membership in the above union and agree to abide by its constitution and by-laws;
- b. Authorize the University of Toronto to deduct from my first pay the sum of one dollar (\$1.00) for initiation fee, which will be transmitted to the Secretary-Treasurer, Canadian Union of Public Employees Local 1230.

Signed , . . . . . Witnessed . . . . .

Date. . . . . Department. . . . .

- 1. Attach to Staff Appointment Form
- 2. Secretary-Treasurer CUPE 1230
- 3. Library

## APPENDIX B

### Union Stewards

One Steward at large, Robarts

One Steward at large, Sigmund Samuel and Science and Medicine Libraries

One Union Steward for each of the following departments or areas:

1. Sigmund Samuel Library
2. Science and Medicine Department and Branches and Photocopy in Sigmund Samuel
3. Bibliographic Processing Department: Non-Roman Cataloguing
4. Bibliographic Processing Department: Roman-alphabet Cataloguing and Union Catalogue
5. Catalogue Records Department – Cards and Book Labels
6. Catalogue Records Department – Updates
7. Catalogue Records Department – Pre-order Searching, Record Identification and Record Input
8. Order Department and Book Selection Department
9. Serials Department
10. Reference Department
11. Library Office, Cashiers, Library Systems Unit, Shipping and Receiving
12. Circulation Department – Stacks
13. Circulation Department – 4th floor:  
(for employees reporting to the supervisors of:  
Periodicals Reading Room, Collections and Searches;  
Telephone Requests; Carrel Office; Reserves (including floaters); and for employees reporting to the Circulation Department Head).
14. Circulation Department – 4th floor:  
(for employees reporting to the supervisors of:  
Fines and Overdues; Charge File and Ontario Universities Library Cooperative System; and Inter-Library Loans, Exit Control (Robarts and Fisher) and Reader Registration).
15. Rare Books and Archives
16. Preservation Services Department including Photocopy (Robarts) and Binding

APPENDIX C

I have been advised by my supervisor/department head of my right to have my Union Steward present during this disciplinary interview, and understand that unless I indicate otherwise, my Union Steward will be present at this interview.

I wish my Union Steward to be present during this disciplinary interview.

I do not wish my Union Steward to be present during this disciplinary interview.

---

Date

Print Name

---

Signature

---

Steward's Signature

Supervisor/Department  
Head Signature

APPENDIX D

University of Toronto  
Statement of Grievance

Presented by .....

Date Received .....

To .....

Supervisor of Department .....

.....

.....

.....

.....

.....

Employee's Signature .....

Steward's Signature .....

.....

Supervisor's Disposition .....

.....

.....

.....

.....

Signature .....

Date .....

Date Answer given to Steward .....

ONE COPY TO  
Labour Relations – White  
Supervisor – Blue  
Employee – Yellow  
Union Steward – Pink



APPENDIX E  
UNIVERSITY OF TORONTO LIBRARY  
JOB CLASSIFICATION GRIEVANCE FORM

Date \_\_\_\_\_

<b>Presented by</b> _____
<b>Department and Section</b> _____
<b>Job Classification being Grievd</b> _____ (Current Functional Title)
<b>Statement of Grievance</b> _____

<b>Attachments:</b>  <input type="checkbox"/> Current Functional Title <input type="checkbox"/> Audit Report dated _____  <input type="checkbox"/> Detailed Outline of present job duties  <input type="checkbox"/> Reason for Grievance (for example):  1. Have any additional duties been assigned to this position? If so, what were they and when were they assigned? 2. Have any major changes been made in the duties and responsibilities of this position? If so, what were they and when were they assigned? 3. Other.  Please provide any additional information relevant to the duties and responsibilities of this position.
--

Employee's Signature_____
Chief Union Steward's Signature_____

Disposition:_____
_____
_____
Signature _____ Title _____
Date_____

Labour Relations – White  
Supervisor – Blue  
Employee – Yellow  
Chief Union Steward – Pink

## APPENDIX F

### GUIDELINES FOR FLEXIBLE HOURS

#### BACKGROUND

Flexible hours is a system that permits employees to obtain a degree of personal freedom in their working hours within certain limits and always with the stipulation that the requirements of the job be fulfilled. Where it is appropriate, staff members may start and stop work at any time during the flexible period (as established by the department) at the beginning and the end of the working day. Depending on work requirements or personal preference, the employee decides when to start and stop work each day. Staff members are required to be present when scheduled or during a "core period" (as established by the department), which represents the minimum number of hours employees are expected to work each day. Employees must work a certain number of hours in a given period (as established by the department). Where the given period is two weeks or longer, an employee may accumulate "credit" hours or "debit" hours, which may be carried over to the next accounting period and either used in time off (credits) or made up (debits).

The concept as a policy has been accepted by the Canadian Union of Public Employees, Local 1230, Full-Time Bargaining Unit and the University.

- (1) The work of the department must not be adversely affected.
- (2) The department must be open for service in its normal work period.
- (3) Participation by staff members is voluntary.
- (4) Staff members will normally work a 5-day week (i.e. the University is not adopting a compressed work week of 4 or 4½ days).

These provisions form the basis for the following guidelines. These guidelines will be reviewed by the Employer and the Union after one year of operation.

## **GUIDELINES**

### **1. Participating Units**

Archives, Book Selection, Catalogue, Circulation, Conversion Project, Library Office, Order, Rare Books, Reader Services Area Office, Reference, Searching, Serials, Science and Medicine, Sigmund Samuel, Technical Processing, Technical Services Area Office.

### **2. Personnel Included**

All permanent full and part-time employees may participate. New employees in the probationary period may vary starting and stopping times, subject to training requirements, but must work the standard number of hours per day without accumulating credit time or debit time. Casual employees are excluded. Those staff who choose not to participate will work standard hours.

### **3. Core Time**

Each employee must be present at the employee's position during the established core period, or when assigned by schedule in individual areas.

### **4. Accounting Time**

A 4-week accounting period will be used. Since standard hours of work are 7¼ hours per day (6¾ hours in July and August), 5 days per week, the total number of hours worked in one accounting period will be 145 hours (135 hours in July and August). Public service departments will follow established arrangements for nights and weekends.

### **5. Recording Time**

Hours of work must be recorded. This is done by the use of time-recording equipment or a manually kept record. The following departments are using time-recording equipment: Archives, Book Selection, Catalogue, Circulation, Conversion Project, Order, Rare Books, Searching, Serials, Sigmund Samuel, Technical Processing, Library Office, Reader Services Area Office, Reference, Science & Medicine, Technical Services Area Office.

### **6. Meal Break**

This may not be less than 30 minutes. It may be as long as 2 hours, depending on the demands of work to be

done. Time needed in excess of this will be at the discretion of the supervisor.

**7. Rest Periods**

The policy in force is as follows:

**Collective Agreement**

“All employees shall be entitled to a fifteen (15) minute rest period both in the first half and second half of the shift”.

**8. Credits and Debits**

These are calculated at the end of the accounting period when the number of hours worked varies from the required number of hours to be worked. No one can have a credit of more than 15 hours, or a debit of more than 10 hours, at the end of a given accounting period. Credit hours in excess of 15 hours will be forfeit. Debit hours in excess of 10 hours for 2 consecutive accounting periods will be considered as absence without pay. If a debit in excess of 10 hours continues for a 3<sup>rd</sup> consecutive accounting period, the person should be removed from the privilege of flexible hours.

Credit hours being used in less than half-day or full-day units may not be taken during core hours or when assigned by schedule except by prior arrangement with one's supervisor. Credit can be used during the following accounting period by:

- (a) working shorter daily hours outside of the core or scheduled periods, having informed one's supervisor.
- (b) Taking time off with the approval of the supervisor, i.e. half-days or a whole day.

**9. Length of Working Day for Purposes of Earning Credit Time**

When an employee wishes to accumulate credit time, depending on the nature of the work, the employee should work only as long as the employee can work effectively. Ideally, this should not exceed 8 hours, but it is **recognized** that some circumstances may allow longer periods of work without impairing effectiveness.

**10. Overtime**

The policy in force is:

**Collective Agreement**

**Summarized:**

Authorized overtime shall be paid at the rate of time and one-half the regular rate of wages. Authorized overtime on Sundays shall be paid at the rate of two times the regular rate.

An employee may not claim overtime pay for hours worked voluntarily in excess of the required number of hours.

**11. Vacation, Sickness, Paid Personal Leave**

Time away from work for these categories will be considered as hours worked (i.e. 7¼ hours per day; 6¾ hours in July and August), and must be reported according to standard procedures so that credit may be obtained. Illness of less than a day will be credited on the basis of the length of the standard working day (e.g., an employee starting work at 9:30 a.m. and going home at 1:00 p.m. will be credited with a further 3¾ hours to total 7¼ hours; 3¼ hours to total 6¾ in July and August).

All employees should notify supervisors of unplanned absences in accordance with Article 22:03 of the Collective Agreement.

**12. Absence Without Pay**

The present policies applicable to leave of absence without pay will apply. Such time must be recorded as hours worked so that the employee does not accumulate debits for an approved leave of absence.

**13. Work Outside the Usual Working Area**

If an employee is working in the usual area for only part of the day, normal procedures for recording hours must be observed. Credit for the remaining time will be agreed on with the immediate supervisor. Where there is no attendance at all in the usual area, a claim for credit will be made.

**14. Responsibility for Compiling Balance Sheets**

Balance sheets are compiled within the individual departments by the person responsible for keeping personnel records.

**15. Terminating or Transferring Employees**

Terminating employees must balance any debit or credit hours before leaving. Any credit not taken will be forfeit. Any debit will be deducted from the employee's final pay. Wherever possible, transferring employees are to balance their debit/credit hours before moving to a new department.

**16. Misuse of Flexible Hours**

If misuse is persistent, the employee will be denied the privilege of flexible hours, after suitable warnings have been issued.

July 4, 1985

LETTER OF INTENT

FEE WAIVER FOR DEPENDANTS

Ms. L. Jewett  
National Representative  
Canadian Union of  
Public Employees  
Local 1230  
Full-Time Bargaining Unit  
10 Milner Business Court  
Suite 700  
Scarborough, Ontario  
M1B 3C6

Dear Ms. Jewett:

The University agrees that dependants of employees in the full-time bargaining unit shall be entitled to the benefits of the Fee Waiver for Dependants Policy attached hereto. It is agreed that the University may amend the aforesaid Policy from time to time.

Yours truly,

John H. Parker  
Manager  
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, daughter or spouse 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 and faculty members of the Federated Colleges. 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 the following:

All programmes in:  
Dentistry  
Education  
Law  
Medicine  
Royal Conservatory of Music  
School of Graduate Studies  
Library Science  
OISE  
Management Studies  
Social Work  
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 three copies of the form "Application for Waiver of Academic Tuition for Dependants of Staff" (copy attached) from their department or division head or the Personnel Department. Section A should be completed by and signed by the student. Section B should be completed by and signed by the staff member. Section C should be completed by and signed by the department head, except that where the staff member is the department or division head Section C must be completed by and signed by the person at the next reporting level of authority.

One copy of the form should be retained by the department head and one by the student or staff member.

The third 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 Office of the Comptroller, Fees Department.



July 4, 1985

LETTER OF INTENT  
JOINT MEMBERSHIP PLAN

Ms. L. Jewett  
National Representative  
Canadian Union of  
Public Employees  
Local 1230  
Full-Time Bargaining Unit  
10 Milner Business Court  
Suite 700  
Scarborough, Ontario  
M1B 3C6

Dear Ms. Jewett:

The University agrees that regular full-time employees who are members of the Canadian Union of Public Employees, Local 1230 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 with the Union.

Yours truly,

John H. Parker  
Manager  
Labour Relations

July 4, 1985

LETTER OF INTENT  
INFORMATION REGARDING EMPLOYEE BENEFIT  
PLANS

Ms. L. Jewett  
National Representative  
Canadian Union of  
Public Employees  
Local 1230  
Full-Time Bargaining Unit  
10 Milner Business Court  
Suite 700  
Scarborough, Ontario  
M1B 3C6

Dear Ms. Jewett:

It was agreed during our recent negotiations that access to information contained in master policies concerning the benefits provided in Schedule II (Pension Plan), Schedule III (Long Term Disability Insurance Plan), Schedule IV (Group Life and Survivor Income Benefit Insurance Plan) and Schedule VI (Dental Care Plan) of the collective agreement shall be arranged through the Manager of Labour Relations upon receipt of a written request from the National Representative of the Canadian Union of Public Employees, Local 1230.

Yours truly,

John H. Parker  
Manager  
Labour Relations

July 4, 1985

LETTER OF INTENT  
PROVISION OF OFFICE SPACE

Ms. L. Jewett  
National Representative  
Canadian Union of  
Public Employees  
Local 1230  
Full-Time Bargaining Unit  
10 Milner Business Court  
Suite 700  
Scarborough, Ontario  
M1B 3C6

Dear Ms. Jewett:

Approximately 239 square feet of office space will be provided rent free to Local 1230, of the Canadian Union of Public Employees in Room 14347 of the Robarts Library, 130 St. George Street, Toronto, Ontario, in accordance with the following conditions:

1. Purpose

The University recognizes the need of the Local Union to have a central location for files and normal office equipment for the purpose of conducting business with the administration of the University.

2. General

a) This privilege may be withdrawn if the Local Union uses or allows the office space to be used for any purposes other than set out in Section 1.

b) Access to and egress from room 14347 will be gained only by use of the public elevator which serves floors 2, 8 and 14.

c) Use of room 14347, as defined in Section 1 and including traffic to and from the room, will be conducted in such a manner as will not disturb the other occupants of the floor.

- d) In the event of a strike or lockout, reasonable notice shall be given in order that the Union may remove from Room 14347 such files and other office equipment as may be necessary. The Union will not utilize the office space during the period of strike or lockout.
- e) Signs may not be placed on the exterior or the interior walls of the building except for the name of the organization on the door.
- f) The University will provide space and cleaning services at no cost to the Union.
- g) The office must be accessible in the normal manner for Physical Plant maintenance and cleaning services.
- h) The space allocation is subject to change if Room 14347 is required by the University for academic purposes. In this event, alternate accommodation will be found.

Yours truly,

John H. Parker  
Manager  
Labour Relations



July 4, 1985

LETTER OF INTENT

HOLIDAYS DECLARED BY THE PRESIDENT OF  
THE UNIVERSITY OF TORONTO

Ms. L. Jewett  
National Representative  
Canadian Union of  
Public Employees  
Local 1230  
Full-Time Bargaining Unit  
10 Milner Business Court  
Suite 700  
Scarborough, Ontario  
M1B 3C6

Dear Ms. Jewett:

During our recent negotiations, the University of Toronto agreed to prepare a letter of intent covering holidays.

It is the intention of the Employer that whatever holidays other than those specified in the Agreement which are declared by the President of the University of Toronto during the life of the Agreement shall also be extended to the employees covered by the collective agreement. Where it is not possible to release the employees from service on that day, an equivalent amount of time off with pay will be granted at a later date, wherever possible at a time mutually convenient to the employee and Employer.

The parties are agreed that in the event of a dispute concerning matters related to this letter of intent, the grievance procedure may be invoked.

Yours truly,

John H. Parker  
Manager  
Labour Relations

July 4, 1985

LETTER OF INTENT

LABOUR/MANAGEMENT COMMITTEE

Ms. L. Jewett  
National Representative  
Canadian Union of  
Public Employees  
Local 1230  
Full-Time Bargaining Unit  
10 Milner Business Court  
Suite 700  
Scarborough, Ontario  
M1B 3C6

Dear Ms. Jewett:

The Employer and the Union agree to constitute a committee to deal with matters of concern such as working conditions and technological change with a view to the development of a constructive and harmonious relationship between the parties.

The committee shall consist of three (3) representatives of management including the Personnel Services Coordinator, and three (3) members of the Union including the President. The National Representative and the Manager of Labour Relations may attend meetings and participate on the invitation of either party. The committee shall determine its own terms of reference and procedures.

Yours truly,

John It. Parke  
Manager  
Labour Relations