

UNIVERSITY OF TORONTO
1992-1994
LOCAL 3261

COLLECTIVE AGREEMENT

- between -

The Governing Council of the **University** of Toronto

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3261

Term of Agreement: July 1, 1992 to June 30, 1994

UNIVERSITY OF TORONTO

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MEMORANDUM OF AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario as of October 15, 1993.

- between -

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

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261
(hereinafter called "the Union")

GENERAL PURPOSE

- 1:01 The Purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union.

RECOGNITION AND COVERAGE

- 2:01 The Employer **recognizes** the Canadian Union of Public Employees, Local 3261, as the sole and exclusive bargaining agent for all employees of the Employer, save and except forepersons, persons above the rank of foreperson, faculty, office and clerical staff, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period, and persons for whom any other trade union holds bargaining rights as of December 21, 1987.

CLARITY NOTES

For the purposes of clarity, the parties agree that the bargaining unit currently includes the following service classifications: Athletic **Equipment** Technician, Athletic **Facility Attendant**, Building Patrol I, Building Patrol 'II, Cafeteria Worker, Caretaker I, Caretaker II, Carpet Shampoo Worker, Cashier, Cement and Brick Restorer, Chauffeur, Cook, Driver/Sorter, Elevator Mechanic Helper I, Elevator Mechanic Helper II, Gardener I, Gardener II, Gardener-Grower, High Table Waitress, Housemaid, Laundry/Equipment Attendant, Landscape Technician, Lead Hand I, Lead Hand II, Lead Hand (Cashier), Lead Hand (Driver/Sorter), Lead Hand (Maintenance Worker) Lead Hand Recycling Worker, Lead Hand Storekeeper, Light Equipment Operator, Locker Room Attendant, Maintenance Worker I, Maintenance Worker II, Parking Lot Attendant, Parking Control **Officer**, Recycling Worker, Residence Maintenance Technician, Resident Custodian, Senior Maintenance Worker, Service Worker I, Service Worker II, Service Worker III,

Service Worker (Anatomy), Service Worker (Radiation), Shipper I, Storekeeper I, Storekeeper II, Trades Helper, Utility Driver, Utility Worker: *Vehicle Maintenance Attendant. **Laboratory** Animal Technicians I, II and III. Animal **Laboratory** Technologists I, II and III, Animal Transport Technician III, Laboratory Animal Transport Technician, and Laboratory Animal Utility Technician.

The parties further agree that the foregoing list of classifications is not intended to foreclose the addition of other appropriate classifications.

- 2:02 The word "employee" or "employees" used in **this** Agreement shall mean any or all of the employees in the bargaining unit as defined above except where the context otherwise provides.

RESERVATION OF MANAGEMENT RIGHTS

- 3:01 The Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and **efficiency**;
 - b) hire, discharge, classify, transfer, promote, layoff, suspend or otherwise discipline employees;
 - c) establish and enforce **rules** and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employee, and
 - d) generally to manage and operate the University of Toronto.
- 3:02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and in such a way as to promote a harmonious relationship with the employees.

NO DISCRIMINATION

- 4:01 The Employer shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights, or with respect to terms or conditions of **employment** on the grounds of race, creed, colour, age, sex, marital status, religion, nationality, Acquired Immune Deficiency Syndrome (**AIDS**), AIDS-related illness, AIDS-related **complex** (ARC), positive Human Immune Deficiency Virus (HIV) test, ancestry or place of **origin**, political **affiliation**, sexual orientation, place of residence, physical handicap or disability, providing that such handicap or disability does not clearly prevent the carrying out of the required duties. Any person covered by this Agreement who feels that he/she has suffered discrimination shall have the right to seek redress in accordance with the Grievance procedure.

Sexual Harassment

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4:02 Sexual harassment shall be considered discrimination.

4:03 For the purpose of this Collective Agreement, "sexual harassment" means:

An unsolicited sexual advance or solicitation if (a) submission is expressly or by implication, made a term or condition of a person's right to or continuation or advancement of employment, **or (b)** submission or rejection is used as a basis for employment decisions affecting the person.

and/or

Unwelcome verbal or physical conduct, occurring during the employment relationship, that **emphasizes** another person's sex or **sexual** orientation that creates for the employee an intimidating, hostile or offensive working environment.

4:04 In the event that a grievance alleging sexual harassment is filed, where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance **shall** automatically be sent forward to the next step.

EMPLOYMENT EQUITY

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5:01 The University and the Union are committed to equal opportunity in **employment** for women, aboriginal peoples, persons with disabilities and persons who are because of race or colour, in a visible minority in Canada.

RELATIONSHIP

6:01 It is agreed that there shall be no solicitation of members, collection of dues or other Union activities on the premises of the Employer during working hours except as permitted by this Agreement.

6:02 The Employer agrees that the Local Union President shall be given the opportunity of interviewing each new employee once, on completion of ninety (90) working days of employment, for the purpose of informing such employee of the existence of the Union at the **University**. Where there are a number of employees to be interviewed, it is agreed that it shall be done on a group basis. The President will be notified of the names and classifications of all newly hired full-time employees within the bargaining unit. The Employer shall advise the Union from time to time as to 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 thirty (30) minutes.

UNION SECURITY AND CHECK OFF

- 7:01 It is agreed that the employees who are now or **hereinafter** become members of the Union **shall** maintain their membership in the Union during the term of this Agreement.

Union Initiation Fee

- 7:02 It is agreed as a condition of employment that each employee shall deliver to the Employer a properly authenticated membership ~~application card~~ signed by the employee. The Employer will then deduct from the first pay of such employee earned by him following thirty (30) working days, an amount equivalent to the Union initiation fee. The amount of such initiation fee **shall** be certified to the Employer by the Secretary-Treasurer of the Union.

Union Dues

- 7:03 The Employer will deduct from the first pay due each new employee following thirty (30) working days, and all employees in each calendar month during the term of the Agreement an amount equivalent to the Union dues as are uniformly levied upon all members of the Union in accordance with its Constitution and By-Laws. The amount of such dues shall be certified to the Employer by the Secretary-Treasurer of the Union.
- 7:04 The amounts deducted in accordance with paragraphs 7:02 and 7:03 shall be remitted by cheque to the Union prior to the end of the month in which the deduction is made.
- 7:05 The Employer will, at the time of making such remittance hereunder to the Union, furnish it with a statement showing the names of the employees from whose pay such deductions has been made.

LIMITED TERMS OF EMPLOYMENT

- 8:01 **Temporary** employees employed up to one hundred and twenty (120) working days **shall** be covered by the Collective Agreement, except the following provisions of the Agreement shall not apply: Seniority Articles 16:01 to 16:08 inclusive; Leave of Absence Articles 17:01 to 17:09 inclusive; Distribution of Overtime Article 18:07; Vacation with Pay Articles 20:01 to 20:04; Sick Leave Articles 21:01 to 21:14 inclusive; Bereavement Leave Article 22:01; Paid Personal Leave of Absence Article 23:01; Jury Duty or Crown Witness Service Article 25:01; Limitation on Applications Article 27:04; Technological Change Article 30:01; Job Security 31:01; Benefit Plans Articles 37:01 to 37:07 inclusive; Clothing Article 38:01; Safety Shoes or Boot Allowance Article 39:01; and Joint Membership Plan Article 40:01.

Temporary Employees

- 8:02 The Employer may employ temporary employees, for the purpose of replacing regular employees who are absent due to illness or leave of absence for periods not to exceed one hundred and twenty (120) working days; and for reasons of seasonal **workload** fluctuations for periods not to exceed sixty (60) working days in any 12-month period.

Where the term of employment exceeds the limits as set out above the employee shall acquire seniority from the original date of hire and shall be entitled to all the provisions of the Collective Agreement.

The Employer will provide a monthly list which shall set out the name and classification of all temporary employees by code.

NO STRIKES AND NO LOCKOUTS

9:01 The Union agrees and undertakes that there will be no strikes, as defined in the Labour Relations Act and the Employer agrees and undertakes that there will be no lockout as defined in the Labour Relations Act during the term of this Agreement.

UNION REPRESENTATION

Local Union President

10:01 The Employer agrees that there also shall be one Union President for Local 3261, elected or appointed from within the bargaining unit.

The Union will notify the Employer in writing of the appointment of the Local Union President.

Union Representation

10:02 The Employer acknowledges the right of the Union to appoint or otherwise select Union Stewards as follows:

	<u>Union Stewards</u>	Alternate <u>Union Stewards</u>
<u>Department of Athletics</u>		
Varsity Stadium & Arena	1	1
Warren Stevens Building	1	1
<u>Erindale College</u>		
Days	1	1
Afternoons	1	1
<u>Scarborough College</u>		
Days	1	1
Afternoons	1	1

	<u>Union Stewards</u>	Alternate <u>Union Stewards</u>
<u>St. George Campus</u>		
Parking Control Officers	1	1
Caretakers	1	1
Laboratory Animal Technicians - DCM	1	1
- General Campus	1	1
Service Workers - Days	2	1
- Afternoons	3	1
- Nights	2	1
Grounds	1	1
Driver/Sorter at Post Office	1	1
<u>Hart House</u>		
Food Services	1	1
General	1	
<u>Residences</u>		
Food Services	1	1

Steward at Large

The Union shall have the right to appoint or select one (1) Steward at Large to act as Grievance Chairman.

The Union will notify the Employer in writing of the names of the Union Stewards and their alternates.

Negotiating Committee

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10:03 For the purpose of negotiating a Collective Agreement pursuant to Article 42:02 the Employer will **recognize** the Local Union President and up to seven (7) employees of the Employer as the Union's Bargaining Committee. The Bargaining Committee shall be given time off during their normal **working hours without loss of pay** while attending negotiation **meetings with the Employer**. Any member of the Bargaining Committee who normally works on the afternoon or night shift will be given time off with pay to attend negotiation meetings with the Employer. If more than one representative works in the same Department, the Employer may not be able to release more than one of them at any one time for meetings contemplated in this Article.

10:04 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 acknowledgment and undertaking, the Employer will compensate Stewards for time spent in handling grievances of employees. Such compensation shall not extend beyond normal working

hours, except where the Steward has been **authorized** by the Employer to deal with a matter which would require performance beyond the normal working hours. It is agreed that overtime rates will not be paid in such instances.

- 10:05 Stewards will be required to request leave from their supervisors before leaving their place of work and to report back to the supervisor on returning to work.

DISCIPLINARY INTERVIEW

- 11:01 Where an employee is summoned to the supervisor's office for an interview concerning discipline, the supervisor will inform the employee of his/her right to have his/her Union Steward present prior to discussing the matter with the employee. The employee may, if he/she so desires, request **the** presence of his/her Union Steward to represent him/her during the interview. **If** the employee requests representation by his/her Union Steward, the supervisor will send for the Union Steward without undue delay and without further discussion of **the** matter with the employee concerned. Whether called or not, the Union Steward will be advised in writing within one (1) working day (24 hours) of the facts of the disciplinary action and the reason therefor.
- 11:02 Any record of a disciplinary action taken by the Employer shall be removed from the employee's record three (3) years after the date of such disciplinary action being recorded. ⁹/₁

SUSPENSION OR DISCHARGE

- 12:01 An employee who has been suspended or discharged shall be advised in writing 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

- 13:01 An employee having a grievance, or one designated member of a group having a grievance, will first take up the grievance within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance with his/her supervisor, who will attempt to adjust it. In the event the supervisor is not able to adjust the grievance, he/she will arrange to send for the Union Steward without undue delay and without further discussion of the grievance.
- 13:02 Time limits set forth in the Grievance or Arbitration procedures may be extended by mutual agreement in writing between the parties hereto. Saturdays, Sundays and paid 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.

Step One

- 13:03 The Union Steward and the employee will attempt to adjust the grievance within the supervisor before it is given to the supervisor in writing.

13:04 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 both the Union Steward and the employee involved. The supervisor shall give his/her 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

13:05 If the grievance is not settled at Step One, the written grievance may be referred to the proper Designated Authority* at the location where the grievor is employed, by the Local Union President within five (5) working days after receiving the answer in writing. A meeting shall be arranged by the Designated Authority within three (3) working days of receiving the grievance. Either party may request the presence of the grievor and the Union Steward at the meeting. The Designated Authority shall give his/her answer in writing to the Local Union President without undue delay but not later than five (5) working days after the said meeting.

* Designated Authority (see Schedule XIII)

Step Three

13:06 If the grievance is not settled at Step Two, a written grievance may be referred to the Director of Labour Relations or his/her designate by the Local Union President within five (5) working days of receiving an answer in writing from the Designated Authority. Either party may request the presence of the grievor, Union Steward, Local Union President and the CUPE National Representative, supervisor or Designated Authority to attend the meeting to present evidence or give assistance in the settlement of the grievance. A meeting shall be arranged by the Director of Labour Relations or his/her designate with the Local Union President within five (5) working days of receipt of the grievance in order to resolve the dispute. The Director of Labour Relations or his/her designate shall give his/her reply in writing within five (5) working days if the grievance is not settled at this meeting.

Policy or Group Grievance

13:07 A grievance of the Employer, or a policy or 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 Director of Labour Relations, or his/her designate or to the Local Union President, 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 grievance 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. Such notification shall contain details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought from an arbitration board.

Discharge Grievance

- 13:08 In the case of an employee being discharged, he/she may submit a grievance in writing on a form supplied by the University signed by both the Union Steward and the employee involved, to the Director of Labour Relations or his/her designate, within **five (5)** working days after the discharge. The Director of Labour Relations or his/her designate shall meet with the Local Union President and the **grievor** within five (5) working days of receipt of the grievance. Either party may request the presence of the **grievor**, Union Steward, **Local** Union President and the **CUPE** National Representative, supervisor or Designated Authority to attend the meeting to present evidence or give assistance in the settlement of the grievance. If the grievance is not settled at this meeting, then either party may notify the other in writing within a further period of five (5) working days **after** the date of the meeting that it intends to proceed to arbitration as herein before set out.

ARBITRATION

- 14:01 If the grievance is not settled after having been duly and properly processed in accordance with the Grievance Procedure, then 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.
- 14:02 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.
- 14:03 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 Office of Arbitration to appoint a chairman for the arbitration board.
- 14:04 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.
- 14:05 No grievance may be submitted to a board of arbitration or be dealt with by a board unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.

Authority of the Board to Deal with a Disciplinary or Discharge **Grievance**

- 14:06 In the event a board of arbitration properly deals with a matter relating to discharge or other disciplinary action, then the board has the authority to reinstate the employee with or without compensation for wages and any other benefits lost or to make any other award it may deem just in the event that there has been a violation of this Agreement by the Employer.

Authority of the Board

- 14:07** Any board of arbitration shall not have any authority to make a 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 between the parties.
- 14:08** 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** final and binding decision of the board.

PROBATIONARY EMPLOYEES

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- 15:01** New employees will be considered as probationary employees until **after** they have worked for a total of ninety **(90)** working days, from the date of last hire by the Employer. The Employer may discharge an 'employee at any time during the probationary period, in accordance with the Labour Relations Act section **43.1** subsection **(2)**.

At the conclusion of thirty **(30)** working days of service the employee shall be enrolled in the applicable University of Toronto benefit programs in accordance with this agreement.

In the event an employee is discharged he/she shall be entitled to submit a grievance under section **13:08** of the Collective Agreement.

SENIORITY

- 16:01** An employee will be considered on probation and will not acquire seniority until after he/she has worked for a total of ninety **(90)** working days for the Employer, when his/her seniority shall commence **from** the date of last hire.
- 16:02** A sessional employee shall be deemed to be in the continuous employ of the Employer for the purpose of seniority if he/she is employed a minimum of eight **(8)** consecutive months in a twelve **(12)** month period.

A sessional employee shall not be entitled to exercise his/her seniority in accordance with Article **16:07** in order to displace a regular full-time employee during the period in which the sessional employee is laid off following the session.

Seniority List

- 16:03** A separate seniority list for each campus, containing the names, classifications and **seniority of employees** will be forwarded to the Local Union President once every month by the **Director of** Labour Relations or his/her designate. Separate **seniority lists** shall be prepared for St. George Campus, **Erindale** College, and Scarborough College.

Loss of Seniority

- 16:04 An employee shall lose all seniority if the employee:
- a) voluntarily quits the employ of the **University**;
 - b) is justifiably discharged;
 - c) has been laid off for mote than twenty-four (24) consecutive months;
 - d) following a lay-off, fails to advise the Employer within **five (5)** working days of receipt of notice to return to work of his/her intention to return or fails to report for work **on the** date and at the time specified in the notice;
 - e) accepts a position outside of the bargaining unit for a period of more than one hundred and twenty (120) calendar days, during which period an employee may return to his/her old position without loss of seniority;
 - f) is absent from work for five (5) consecutive working days without notifying the Employer, or providing a reasonable explanation for such absence, in which case he/she shall be deemed to have resigned his/her employment with the Employer.

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Change of Address

- 16:05 It shall be the duty of the employee to notify the Employer promptly of any changes of address or telephone number. If any employee should fail to do so, the Employer will not be responsible for failure of any notice to reach the employee.

Layoffs

- 16:06 In the event of a layoff, 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.
- 16:07 Any employee who is laid off may displace an employee with less seniority in the same classification or a lower classification wherein it is determined that he/she is qualified and capable of performing the duties of that classification.
- 16:08 In determining the ability of an employee to perform work in a classification covered by the terms of the Agreement, 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.
- 16:09 An employee recalled to work in a different Department or a different classification from which he/she was laid off shall have the privilege of returning to the position he/she held prior to the layoff should it become vacant.

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16:10 Employees on layoff are entitled to apply for any job vacancies arising out of a job posting.

16:11 An employee who has been discontinued from long term disability benefits, and is certified medically fit to return to work in a classification other than the classification in which he/she was employed immediately prior to receiving long term disability benefits, may exercise his/her seniority and displace an employee in an equivalent or lower classification once only, providing the following qualifications are met:

1. the employee must have exhausted all sick leave credits prior to exercising his/her seniority; and
2. the employee must be certified as being medically fit to perform all of the duties within the classification of the employee being displaced.

Notwithstanding the above, the Employer will have the option of assigning the employee to any vacant bargaining unit position within reason, providing the employee is medically fit and **qualified** to perform such work.

Temporary Layoff Notice

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16:12 The Employer shall notify the employee who is to be laid off ten (10) working days before the layoff is to be effective. If the employee to be laid off has not had the opportunity to work ten (10) full working days after notice of layoff, he/she shall be paid in lieu of that part of ten (10) days during which work was not available.

Termination Layoff Notice

16:13 The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:

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

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

One week's pay is equal to the amount an employee would have received at his/her regular non-overtime work week.

LEAVE OF ABSENCE

General

17:01 Subject to the written approval of the Designated Authority only, an 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 Designated Authority. Any extension of a leave of absence must also be applied for and granted in writing.

Pregnancy Leave

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17:02 Pregnancy leave of absence must be applied for and granted in writing. An employee who will be have completed thirteen (13) weeks of employment with the University prior to the probable date of delivery and presents to the Designated Authority a doctor's certificate stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of at least seventeen (17) weeks. Employees will be required to apply for Unemployment Insurance benefits which begin after a two (2) week waiting period. The University will pay 95 percent of salary prior to the commencement of Unemployment Insurance benefits, and, for the next fifteen (15) weeks will make up the difference between Unemployment Insurance benefits and 95 percent of salary. Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) week notice being given to the University. If pregnancy-related complications forces the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. An employee must give two (2) weeks notice of any change of the commencement of the pregnancy leave. A pregnancy leave will normally end seventeen (17) weeks after the pregnancy leave, but if the mother suffers a stillbirth or miscarriage or if the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six (6) weeks after the date of the stillbirth, miscarriage or birth or seventeen (17) weeks after the pregnancy leave commenced, whichever is later.

If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth. 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. If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give the University four (4) weeks' written notice of the date on which she intends to return. If the employee wishes to change the dare of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the University four (4) weeks' written notice before the date the leave was to end. During pregnancy leave of absence, the employee will continue to be enrolled in full University benefits through arrangements made with Human Resources Department. The employee shall be reinstated with full benefits as provided for under the Agreement.

The employee must be qualified to receive benefits from the Unemployment Insurance Commission with respect to pregnancy leave in order to receive payment from the University in accordance with this provision.

Parental Leave

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- 17:03 An employee who is a parent of a child and who has been employed **with** the University for at least **13** weeks is entitled to an eighteen (**18**) week unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Both parents will be eligible to take a parental leave, and each **parent** is eligible to take eighteen (**18**) weeks of unpaid leave. The Unemployment Insurance Act provides for a maximum of ten (**10**) weeks of Unemployment Insurance benefits. Unemployment Insurance benefits **can** be claimed by either parent, or split between **them** for a total of ten (**10**) weeks.

For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of a parent. For fathers and adoptive parents, parental leave must commence within thirty-five (**35**) weeks after the birth or after the child first comes into the custody care and control of a parent. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parents of the child and who intends to treat the child as his/her own.

An employee who is entitled to a parental leave is required to give the University two (**2**) weeks' written notice prior to the commencement of the leave. If he/she does not specify when the **leave** will end, it will be assumed that he/she wishes to take the maximum leave.

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (**2**) weeks' notice before the earlier date, or to a later date by giving two (**2**) weeks' notice before the leave was to begin.

If the employee stops work because the child has arrived earlier than expected, the employee has two (**2**) weeks from that date to give the University written notice of his/her intent to take the parental leave.

If an employee on parental leave wishes to change the date of his/her return to work to an earlier date, he/she must give the **University** four (**4**) weeks' written notice of the date on which he/she intends to return.

If an employee wishes to change the date of return to work to a later date (but subject to the eighteen (**18**) weeks maximum length of leave), the employee must give the University four (**4**) weeks' written notice before the date the leave was to end.

- 17:04 The requirements established by Employment & Immigration Canada concerning Unemployment Insurance benefits and Supplemental Unemployment Benefits (SUB), as they apply to Article 17:02 are as follows:

Benefit Level:

Other earnings earned by an employee with another employer or by self-employment must be considered in the benefit level criterion. The combination of Unemployment Insurance benefits, Supplemental Unemployment Benefits and all other earnings will never exceed 95 percent of the employee's normal weekly earnings.

Disqualification or Disentitlement:

Employees disqualified or **disentitled** from receiving Unemployment Insurance benefits are not eligible for Supplemental Unemployment Benefits.

Conventions and Seminars

- 17:05 Subject to the approval of the Designated Authority and upon written request at least fifteen (15) working 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 3261 to attend any **authorized** Labour Convention or Educational Seminar. Such leave of absence is **to** be confined to the actual duration of ~~the~~ Labour 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.

Full-time Officer of the Union

17:06

- (a) Where an employee is elected or selected to a full-time **office** within the Union, **he/she** may request a leave of absence at least ten (10) working days in advance in writing from the Designated Authority, he/she 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 his/her term of **office** and upon written request to the Designated Authority, which must be submitted at least ten (10) working days prior to said termination, the member shall be returned to his/her former position. The above-described leave of absence shall be limited to one (1) employee at any one time during **the** term of this Agreement.
- (b) Subject to the approval of the appropriate Designated Authority, the Vice-President of the Union shall be allowed a leave of absence without pay for the purpose of replacing the Local President during the periods of vacation or extended illness. The President of the Local shall make a written request for such leave to the Director of Labour Relations. Such leave of absence shall not be unreasonably withheld.

Employer Discontinues Contributions to Welfare Benefits

17:07 Where an employee has been granted leave of absence without pay in accordance with and pursuant to Articles:

- (17:01) Leave for valid personal reasons;
- (17:06) Full-time Officer of the Union

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

- The University of Toronto Pension Plan;
- University of Toronto Group Life and Survivor Income Plan;
- University of Toronto Long Term Disability Plan;
- University of Toronto Dental Care Plan;
- University of Toronto Extended Health Care Plan;
- University of Toronto Semi-Private Hospital Accommodation Plan,
- University of Toronto Vision Care Plan, and
- University of Toronto Joint Membership Plan.

The Employer will notify the employee in writing whenever Employer contributions to such plans are discontinued.

Employee May Continue Contributions

17:08

- (a) The employee may make provisions for continuance of coverage of whatever welfare benefits programs in which he/she was enrolled prior to said leave of absence being granted, by making direct payment to the supervisor of the fortnightly payroll. All premiums must be paid in advance and in accordance with the rules established by the Human Resources Department.
- (b) Where an employee is elected or selected to a full-time office within the Union and is granted a leave of absence in accordance with Article 17:06 the Union may make arrangements for the continuation of welfare benefits programs on the employee's behalf by making direct payment to the supervisor of the fortnightly payroll.

Seniority During Leave of Absence

17:09 Employees who have been granted leave of absence shall retain seniority acquired until said leave of absence commences. The employee shall not continue to acquire seniority while on leave of absence where an employee has been granted sixty (GO) working days or more leave of absence for valid personal reasons in accordance with and pursuant to Article 17:01 of the Agreement.

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This provision is not applicable to employees granted leave of absence under Article 17:06 in that seniority shall continue for the full period of the aforementioned leave.

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HOURS OF WORK AND OVERTIME

- 18:01 Hours of work for all employees other than Animal Laboratory Technologist I, Animal Laboratory Technologist II, Animal Laboratory Technologist III, Animal Transport Technician III, Laboratory Animal Utility Technician, Laboratory Animal Technician I, Laboratory Animal Technician II, Laboratory Animal Technician III, Laboratory Animal Transport Technician, Storekeeper I (F), Storekeeper II (F), Lead Hand Storekeeper (F), Elevator Mechanic Helper I, Elevator Mechanic Helper II, covered by this Agreement shall be ~~eight (8) hours per day, forty (40) hours per week~~ ³⁴ ~~eight (8) hours per day and/or forty (40) hours per week~~ shall be paid at time-and-one-half (1^{1/2}) of the regular hourly rate. This shall not constitute a guarantee of hours of work per day or week.
- 18:02 Regular hours of work for Animal Laboratory Technologist I, Animal Laboratory Technologist II, Animal Laboratory Technologist III, Animal Transport Technician III, Laboratory Animal Utility Technician, Laboratory Animal Technician I, Laboratory Animal Technician II, Laboratory Animal Technician III, Laboratory Animal Transport Technician, Storekeeper I (F), Storekeeper II (F), Lead Hand Storekeeper (F), Elevator Mechanic Helper I, Elevator Mechanic Helper II, covered by this Agreement, shall be seven-and-one-half (7^{1/2}) hours per day, thirty-seven-and-one-half (37^{1/2}) hours per week. All hours worked beyond seven-and-one-half (7^{1/2}) hours per day, and/or thirty-seven-and-one-half (37^{1/2}) hours per week shall be paid at time-and-one-half (1^{1/2}) of the regular hourly rate. This shall not constitute a guarantee of hours of work per day or week.
- 18:03 Employees employed in classifications which are set out in Articles 18:01 or 18:02 and who work less than the hours of work per day or per week as specified in Article 18:01 or 18:02 shall be entitled to be paid overtime at the rate of time-and-one-half (1^{1/2}) of their regular hourly rate for all hours worked in excess of their regular scheduled hours of work per day or per week. This provision shall not apply where an employee has received a minimum of twenty-four (24) hours of notice of a change in hours of work per day or per week.
- 18:04 All employees covered by this Agreement shall be paid for all overtime hours worked in excess of the regular scheduled hours of work on Sunday at the rate of two (2) times the regular hourly rate. ^{37.0}
- 18:05 All employees covered by this Agreement shall be paid for all work performed on the seventh (7th) consecutive day worked at the rate of two (2) times the regular hourly rate.
- Recall ⁴⁸
- 18:06 Employees who are called back to work after completing their regular shift and who had left their place of work, will receive a minimum of four (4) hours at the rate of time-and-one-half (1^{1/2}) of the regular hourly rate or the appropriate overtime rate for all hours worked, whichever is the greater. This clause shall not be applicable where an employee is instructed to report early for a regular shift.

Overtime Distribution

18:07 Overtime distribution shall be governed by the work jurisdiction of the foreman or supervisor of the group of employees being considered.

The Employer agrees to distribute overtime work as equitably as possible amongst employees who are qualified to perform the work requested to be done.

Except for emergencies, overtime will first be offered to regular full-time employees normally performing that job. Employees who are requested to work overtime and fail to report for the assignment will be considered to have worked for the purpose of maintaining records on overtime distribution.

Rest Periods

18:08 All employees will be permitted a fifteen minute rest period both in the first half of the shift and in the second half of the shift.

Shift Premiums

18:09

- (a) All employees with the exception of those employed in Food Service operations shall be paid a shift premium of forty-five (45) cents per hour for all hours worked on the evening shift where the majority of hours worked fall between 4:00 p.m. and 11:59 p.m. *44/100045-*
- (b) Employees employed in Food Service operations shall be paid a shift premium of forty-five (45) cents per hour for all hours worked on the evening shift where the majority of hours worked fall between 7:00 p.m. and 11:59 p.m.

18:10 All employees shall be paid a shift premium of fifty-five (55) cents per hour for all hours worked on the night shift where the majority of hours worked fall between 12:00 a.m. (midnight) and 8:00 a.m. *45-1100055-*

No Pyramiding

18:11 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.

Meal Allowance

29 DAYS

18:12 Employees required to work an extra continuous shift as overtime will be supplied with two (2) free meals, the value to be not more than \$9.00 per meal, or the equivalent amount in cash, in addition to overtime rates paid. If an employee is required to work overtime three (3) hours or more immediately following the employee's regular shift, he/she will be supplied with one (1) free meal, the value to be not more than \$9.00 per meal or the equivalent amount in cash, in addition to overtime rates paid.

Employees assigned to transport radioactive material off campus during their regular lunch period and who are prevented by regulations from transporting their lunch in that vehicle shall receive a meal allowance of \$9.00 per day for each day actually worked on the aforementioned assignment.

In the event that prior notice is given to an employee (at least 16 hours prior to commencement of an overtime assignment) meal allowance will not be paid.

PAID HOLIDAYS

19:01 All employees covered by this Agreement shall be granted the following paid holidays with pay at the employee's regular rate of pay for his/her normal number of working hours. Normal number of working hours are determined by calculating the employee's total annual hours worked on regular scheduled shifts and divided by two hundred and sixty (260) days.

- | | |
|----------------|---------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Day Before Christmas Day |
| Labour Day | Day Before New Year's Day |
| Civic Holiday | |

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All employees required to work on any of the above paid holidays will receive pay for time worked on such holidays at one-and-one-half (1 1/2) times their regular rate in addition to the regular paid holiday pay.

19:02 Entitlement to paid holiday pay is subject to the following conditions:

- a) the employee reports for work on such holiday as requested; and
- b) the paid holiday involved occurs or is observed by the Employer during a period when the employee concerned is not absent from work by reason of sickness (as to which the provisions of Article 21 shall apply), authorized leave of absence, or by reason of being laid off.

19:03 The Employer shall designate the day of observance of paid holidays in the aforementioned Article 19:01. 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.

VACATION WITH PAY

20:01 Vacations will, as far as practicable, be granted at the times most desired by the employees. An employee, to qualify for consideration of his/her request for vacation, in accordance with their seniority standing, must notify the Employer of their preferred vacation time before March 15 of any given year. 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. Employees wishing to split vacation periods can only exercise their seniority for one period. Requests for vacation periods shall not be unreasonably withheld. However, the Employer reserves the authority to designate vacation periods in a manner consistent with efficient operations of the plant.

- 20:02 Unless in exceptional circumstances and when mutually satisfactory arrangements can be made, employees with more than three (3) weeks vacation may have such vacation continuous only if taken in the period of September-April, otherwise they may take **three (3)** weeks in the prime period and the remainder before May and after August.

Employees who have earned vacation credits after July 1 shall be entitled to vacation pay as follows:

Length of Continuous Service as of July 1st	Vacation Entitlement (Length of Vacation with Pay at Regular Hourly Rate)	Vacation Adjustment Based on a Percentage of Overtime and Shift Premium Earnings
1 month	1 day	4.0%
2 months	3 days	4.0%
3 months	4 days	4.0%
4 months	5 days	4.0%
5 months	6 days	4.0%
6 months	8 days	4.0%
7 months	9 days	4.0%
8 months	10 days	4.0%
9 months	11 days	4.2%
10 months	13 days	5.0%
11 months	14 days	5.4%
1 year	15 days	6.0%
6 years	16 days	6.4%
7 years	17 days	6.8%
8 years	18 days	7.2%
9 years	19 days	7.6%
10 years	20 days	8.0%
12 years	21 days	8.4%
14 years	22 days	8.8%
15 years	25 days	10.0%

Handwritten notes: A large "54" is written over the 7, 8, and 9 month rows. To the right of the 1 year row, the date "01-03" is written. To the right of the 6 years row, "06-03-1" is written. To the right of the 7 years row, "07-03-2" is written. To the right of the 8 years row, "08-03-3" is written. To the right of the 9 years row, "09-03-4" is written. To the right of the 10 years row, "10-04" is written. To the right of the 12 years row, "12-04-1" is written. To the right of the 14 years row, "14-04-2" is written. To the right of the 15 years row, "15-05" is written.

The percentage of overtime and shift premiums as applied to vacation will be calculated on a **fortnightly** basis and paid along with regular earnings.

Vacation pay will be prorated in the event the employee has received payment under Long Term Disability or, in the event, Workers' Compensation claims exceed fifteen (15) consecutive weeks. Vacation payment will also be prorated in the event an employee has been granted an unpaid leave of absence in accordance with Article 17:01.

20:03 Severance vacation pay in the form of vacation with pay credits shall be granted in accordance with Article 20:02 to employees whose employment is discontinued.

Vacation on a Paid Holiday

20:04 If a holiday falls during an employee's vacation, an extra day with pay will be allowed off in lieu of the holiday.

SICK LEAVE

General

21:01 The University of Toronto has established a generous sick leave policy which will cover the employee under this Collective Agreement as established hereafter.

21:02 Sick leave is defined as absence because of an employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the Workers' Compensation Act is not payable. The purpose of the Sick Leave Plan is to provide against loss of earnings for University employees who are prevented by sickness or accident from performing their duties.

Basis of Leave

21:03 All full-time employees upon completion of sixty (60) working days shall be eligible to be granted sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury not compensable under the provision of the Workers' Compensation Act.

Handwritten notes: 74/100995, 70.3, -998

Basis of Sick Leave

21:04 In each calendar year, commencing July 1st, sick leave with pay will be granted in accordance with the following provisions: After the fourth (4th) period of absence due to illness, no pay will be granted for the first one (1) day of sick leave absence. After the fifth (5th) period of absence due to illness, no pay will be granted for the first two (2) days of sick leave absence. After the sixth (6th) or any subsequent period of absence due to illness, no pay will be granted for the first three (3) days of sick leave absence.

Where an employee has sick leave credits accrued, such credits shall be applied up to a maximum of three (3) days for each illness until such credits have been exhausted.

21:05 Article 21:04 shall not apply in the first occurrence in the event an employee is absent due to an accident or an injury requiring the attention of a physician or in the instance of an employee who is hospitalized, nor shall such absences be counted in determining the number of periods of absences referred to in Article 21:04.

Required to Call In

- 21:06 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.

Physician's Certificate

- 21:07 An employee may, with prior warning, be required to provide a doctor's certificate certifying that the employee is unable to carry out his/her normal duties due to illness.

Records

- 21:08 A record of all used sick leave shall be kept by the Employer.

Misuse of Sick Leave

- 21:09 Where it has been established that an employee has misused the sick leave provisions, such misuse will be cause for termination of services by the Employer.

Medical Examination Required During Employment

- 21:10 Where the Employer has reason to believe that the employee may not be able to satisfy or **satisfactorily** perform his/her duties, as a result of injury, accident, illness or for other reasons, the employee may be required to be certified by a legally qualified Medical Practitioner employed by the Employer.

Dispute Over Medical Examination

- 21:11 Should a dispute arise between an employee and the Employer's Medical Practitioner as to the employee's fitness, the employee shall be referred to an independent medical consultant mutually agreed upon by the Union and the Employer. The consultant's opinion shall be considered the final decision as to the employee's fitness to continue to work at his/her regular occupation.

Sick Pay Leave -While Drawing Workers' Compensation Benefits

- 21:12 An employee who is prevented from performing his/her 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.

Hospitalized During Vacation

- 21:13 An employee who is hospitalized during his/her vacation period will be allowed to draw sick leave with pay for the period of time for which he/she is hospitalized in accordance

with Article 21:02 providing that the employee furnishes proof of such hospitalization to his/her supervisor. The employee will be allowed to reschedule that portion of vacation during which he/she was hospitalized at a later date mutually agreeable to the employee and the employee's supervisor.

Exceptions

- 21:14 Sick leave credits shall not be paid to an employee on **authorized** leave of absence or upon termination, discharge or retirement. During a period of vacation, payment will not be made for sick leave except as provided for in Article 21:13.

BEREAVEMENT LEAVE

63A

- 22:01 In the event of a death in the immediate family, an employee will be granted upon request up to a maximum of three (3) working days without loss of regular pay for attendance at or to make the necessary arrangements for the funeral or memorial service. "Immediate family" shall mean Spouse, Father, Mother, Brother, Sister, Son, Daughter, Father-in-law, Mother-in-law, Sister-in-law, Brother-in-law, Grandparent, Grandchild, Son-in-law and Daughter-in-law.

PAID PERSONAL LEAVE OF ABSENCE

63-N

- 23:01 Commencing July 1st of each year, each member of the bargaining unit shall be allowed for good reason up to three (3) days paid leave of absence annually, effective July 1, 1993 increased to four (4) days. Employees shall be permitted to use paid personal leave of absence for the observance of religious holidays of their faith which fall on a day in which they would normally be required to work. Such leave of absence shall not accrue from one year to another if not used in that year. Each application for leave of absence may be made in writing to the supervisor, and shall indicate the reason for the application therefor. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance. The supervisor will provide the employee with an answer in writing within two (2) working days after receiving the written request. Employees shall not be allowed to use leave of absence for purposes of extending vacations or the day prior to or following a paid holiday.

In cases of emergency the employee shall give the supervisor as much notice as possible. Such emergency leaves will not be unreasonably withheld.

PATERNITY LEAVE

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- 24:01 Upon the birth or adoption of a child a father shall be granted up to **two (2)** days paid leave of absence.

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

JURY DUTY OR CROWN WITNESS SERVICE - 6.3) B.C.

25:01 The Employer shall continue ~~the~~ payment of **full** wages to any employee who is required for jury duty or crown witness service for the period of such service. The foregoing is condition on the employee paying the Employer the full amount of any compensation received for such jury duty or crown witness service exclusive of compensation expressly provided for meals and/or travel.

JOB POSTING - PROMOTIONAL OPPORTUNITY

26:01 Prior to making any permanent staff change, or where such new classifications are established which could result in a promotional opportunity in the bargaining unit for any employee covered by the terms of this Agreement, the Employer first will post notice of the said position on appropriate bulletin boards for the period of six (6) working days and notify the Local Union President in writing, in order that all members will know about the position and be able to make written application therefore on a form provided by the Employer. Such notice shall contain the following information: nature of the position, job description, required knowledge and education, ability and skills, hours of work and wage rates. Nothing in this clause shall prevent the Employer from filling the advertised job from within the bargaining unit or from any other source after the job has been properly posted and all applicants have been given consideration.

Employees employed on the campus where the job posting originates shall have first preference in accordance with Article 26:01. In the event there are no suitable candidates from amongst those applicants then applicants from the remaining campuses shall be considered in accordance with Article 26:01.

Job Classification

26:02 In the event of the Employer establishing any new job classifications or positions 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 of position. Nothing in this article 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.

26:03 The Employer will interview all employees who have made written application for promotion arising out of Article 26:01.

26:04 When a position has been filled arising out of Article 26:01, all applicants will be advised of the disposition of the job posting. An unsuccessful applicant can ask for and will be granted an interview to determine why he/she was unsuccessful if **he/she** so desires. The name of the successful applicant shall be posted on all Union bulletin boards.

TRANSFERS AND PROMOTIONS

$$\frac{27}{4-10}$$

27:01 When selecting an employee for promotion or transfer to a bargaining unit position, **the** Employer agrees to use all available information to determine which employee is **most** suitably qualified to fill the position. The Employer will consider the applicant's qualifications, which shall include, knowledge, skill, and ability to perform the normal requirements of **the job satisfactorily**. Where **it** is determined that the qualifications of the applicants are relatively equal seniority shall be the governing factor.

Trial Period

27:02 The successful applicant shall be placed on trial for a period of thirty **(30)** working days from assumption of new duties. Condition on satisfactory service such trial promotion shall be confirmed after the period of thirty **(30)** working days. In the event the **successful** candidate proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his/her former position without loss of seniority and at the former wage rate. Any other employee promoted because of **the** rearrangement of positions shall also be returned to his/her former position without loss of seniority and at their former wage rate.

Employee Returned to Previous Job

27:03 Any such employee shall be given the opportunity to revert to his/her former position and conditions if they so **request** within thirty **(30)** working days from the assumption of new duties and the provisions of the immediate preceding paragraph shall apply to such reversion.

Limitation on Applications

27:04 An employee who has been promoted or transferred to a new position by exercising their rights under Article 27:01 must serve at least three **(3)** months in that position before **they** are eligible for consideration for any other **promotion** or transfer.

27:05 The Employer will give written notification to an employee at least five **(5)** working days in advance of a permanent **re-assignment** which would involve a transfer to another building, a change of shift, or a change in hours of work from those presently worked by the said employee.

Shift Reassignment

27:06 Where the Employer proposes to reassign an employee or group of employees from one shift to another, an affected employee may displace another employee with less seniority in the same classification who is working on the same shift but who is not being transferred. Such displacement is dependent on a determination that the employee is qualified and capable of performing satisfactorily the duties of that position. The scope of the application of the above mentioned provision shall be limited **to** the employing **Department**.

RELIEVING HIGHER CLASSIFICATIONS IN THE BARGAINING UNIT

28:01 When an employee has been assigned to work in a job of a higher classification in the bargaining unit, he/she shall be paid at the appropriate rate for all hours worked on that assignment after having worked at least one (1) hour, including the first hour.

SUPERVISORY POSITION EXCLUDED FROM THE BARGAINING UNIT

29:01 In considering applicants for supervisory positions excluded from the bargaining unit, primary consideration should not be given to seniority but to personal qualities such as leadership, reliability, judgment, ability to **organize** and an understanding and display of the practice of **good** human relations. Only those possessing these characteristics should be considered. Where practicable, applicants for supervisory positions should be interviewed by the supervisor responsible for the selection. Only in cases where there does not appear to be, in management's opinion, much difference in qualifications will seniority govern. It is agreed that appointments to positions above the jurisdiction of the Union are not subject to the Grievance Procedure.

Acting Position Excluded From The Bargaining Unit

29:02 Employees who continue to be employed by the Employer in an acting position outside of the bargaining unit shall continue to acquire seniority for the duration of the acting appointment. The Employer will endeavour to distribute such positions within the department to the extent that it is feasible to do so. An employee in an acting position shall be paid at least at the minimum rate for such acting position but shall not suffer a reduction in wage rate.

TECHNOLOGICAL CHANGE

30:01 In the event the Employer plans to introduce technological change in the work place that will directly affect the employment of bargaining unit members, the Employer shall notify the Union at least three (3) months in advance before the introduction of any technological change. The Employer will discuss the proposed change(s) with the Union with the view of retraining, relocating and assisting any employee who may be displaced as a result of the said technological change.

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Training Benefits

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30:02 The Employer will retrain, relocate and assist any employee who may be displaced as a result of technological change. Such employees shall 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 reduction in wages during the training period of such employees.

JOB SECURITY

- 31:01 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 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 retrained.

BULLETIN BOARDS

- 32:01 The Employer agrees to provide space on bulletin boards marked Canadian Union of Public Employees, Local 3261, for official Union notices on the understanding that such notices will be in keeping with the general spirit and intent of this Collective Agreement.

CORRESPONDENCE

- 33:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director, Labour Relations or his/her designate, University of Toronto, 214 College Street, Toronto, Ontario, M5T 2Z9 and the Local Union President, Canadian Union of Public Employees, Local 3261, 1 Spadina Crescent, Suite 202.
- 33:02 Any such communication given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

MANAGEMENT AND UNION COMMITTEE

- 34:01 The Employer and the Union agree that their senior representatives will meet to discuss matters of mutual interest, together with a secretary appointed by the Employer. The Chairperson of the Union/Management Committee shall be the Director of Labour Relations or a member of his/her staff as designated by the Director of Labour Relations.

G.
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I

PERSONNEL FILES

- 35:01 An employee shall have the right to examine all documents pertaining to that individual in any file kept by the employing Department 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 his/her **desire** to do so, and under the conditions which the employing Department deems appropriate to ensure security of the file.

WAGES

36:01 The Employer agrees to pay the schedule of wage rates attached hereto as Schedule I, which rates shall be payable from July 1, 1992 for the term of this Agreement.

BENEFITS

Pension Plans

2/3

37:01 The Employer agrees to provide Pension Plans, details of which are set out in Schedules II and III.

Group Life and Survivor Income Plan

37:02 The Employer agrees to provide a Group Life and Survivor Income Plan, the details of which are set out in Schedule IV.

Long Term Disability Plan

see P-34

37:03 The Employer agrees to provide a Long Term Disability Plan, the details of which are set out in Schedule V.

Dental Plan

37:04 The Employer agrees to provide a Dental Plan as set out in Schedule VI.

Extended Health Care Plan

37:05 The Employer agrees to provide an Extended Health Care Plan, the details of which are set out in Schedule VII.

Semi-Private Hospital Accommodation Plan

37:06 The Employer agrees to provide a Semi-Private Hospital Accommodation Plan, the details of which are set out in Schedule VIII.

Vision Care Plan

37:07 The Employer agrees to provide a Vision Care Plan, the details of which are set out in Schedule IX.

**CLOTHING**

38:01 The Employer agrees to provide clothing as set out in Schedule X

SAFETY SHOE OR BOOT ALLOWANCE

39:01 The Employer agrees to provide a safety shoe or boot allowance as set out in Schedule XI.

JOINT MEMBERSHIP PLAN

40:01 The Employer agrees that employees covered by this Agreement are eligible for this plan as set out in Schedule XII.

PRINTING OF THE AGREEMENT

41:01 Printing and distribution of this Agreement will be the Employer's responsibility. The Employer will supply a copy of the said Agreement to all employees covered by the Agreement. The Employer will also supply the Union with 50 copies of the Agreement.

DURATION AND MODIFICATION OF AGREEMENT

42:01 This Agreement shall continue in effect until June 30, 1994 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the writing within the period of three (3) months next preceding the expiration date of this Agreement, that it desires to amend or terminate it.

42:02 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 October 15, 1993.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Michael G. Finlayson
Vice President - Human Resources

John G. Dimond
Secretary of Governing Council

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261, BY:

Brian Blakeley
National Representative

Robert Panzen
President

STIA

SCHEDULE I: Wage Schedule

	<u>Probationary Rate</u> (July 1, 1992)	<u>Job Rate</u> (July 1, 1992)
Animal Laboratory Technologist I	\$13.20	\$14.67
Animal Laboratory Technologist II	\$13.64	\$15.16
Animal Laboratory Technologist III	\$14.12	\$15.69
Animal Transport Technician III	\$12.65	\$14.06
Athletic Equipment Technician	\$12.17	\$13.53
Athletic Facility Attendant	\$11.92	\$13.25
Building Patrol I	\$11.92	\$13.32
Building Patrol II	\$11.99	\$13.25
Cafeteria Worker	\$11.92	\$13.25
Caretaker I	\$12.78	\$14.20
Caretaker II	\$12.51	\$13.90
Cashier	\$11.92	\$13.25
Cement and Brick Restorer	\$14.03	\$15.59
Chauffeur	\$12.65	\$14.06
Cook	\$12.09	\$13.43
Driver/Sorter	\$12.17	\$13.53
Elevator Mechanic Helper I	\$14.03	\$15.59
Elevator Mechanic Helper II	\$13.13	\$14.59
Gardener-Grower	\$13.13	\$14.59
Gardener I	\$12.74	\$14.16
Gardener II	\$12.21	\$13.57
Head Cook	\$12.56	\$13.95
High Table Waitress	\$12.03	\$13.36
Housemaid	\$11.92	\$13.25
Laboratory Animal Technician I	\$11.91	\$13.23
Laboratory Animal Technician II	\$12.17	\$13.53
Laboratory Animal Technician III	\$12.65	\$14.06
Laboratory Animal Transport Technician	\$12.17	\$13.53
Laboratory Animal Utility Technician	\$12.17	\$13.53
Landscape Technician	\$14.03	\$15.59
Laundry/Equipment Attendant	\$12.70	\$14.11
Lead Hand Cashier	\$12.56	\$13.95
Lead Hand Driver/Sorter	\$12.84	\$14.27
Lead Hand I	\$12.56	\$13.95
Lead Hand II	\$12.56	\$13.95
Lead Hand Maintenance Worker	\$12.72	\$14.14
Lead Hand Recycling Worker	\$13.18	\$14.65
Lead Hand Storekeeper	\$12.84	\$14.27

~~Base~~

SCHEDULE I (continued)

	<u>Probationary Rate</u> (July 1, 1992)	<u>Job Rate</u> (July 1, 1992)
Light Equipment Operator	\$12.16	\$13.52
Linen Attendant	\$11.92	\$13.25
Maintenance Worker I	\$12.49	\$13.88
Maintenance Worker II	\$12.09	\$13.43
Parking Control Officer	\$13.22	\$14.69
Parking Lot Attendant	\$11.92	\$13.25
Recycling Worker	\$12.26	\$13.63
Residence Maintenance Technician	\$13.13	\$14.59
Resident Custodian	\$11.00	\$12.22
Senior Maintenance Worker	\$12.70	\$14.11
Service Worker (Anatomy)	\$12.51	\$13.90
Service Worker I	\$11.92	\$13.25
Service Worker II	\$11.92	\$13.25
Service Worker III	\$11.92	\$13.25
Service Worker Radiation	\$12.54	\$13.93
Storekeeper I	\$12.17	\$13.53
Storekeeper II	\$12.65	\$14.06
Trades Helper	\$12.49	\$13.88
Utility Driver	\$12.51	\$13.90
Utility Worker	\$12.17	\$13.53

Progression

Each new employee shall commence employment at the probationary wage rate, and he/she shall progress to the job rate upon successful completion of the probationary period.

Schedule II: The Pension Plan **For** Members Of The Academic And Administrative **Staff** of The University of Toronto

Effective July 1, 1977, all eligible employees shall be enrolled in the Pension Plan for Members of the Academic and Administrative Staff of the University of Toronto under the terms and conditions of that plan.

Schedule III: Pension Plan **P-2614**

Consistent with the University's policy requiring employees to retire at age 65, those employees who have paid up annuities in the Maintenance and Ancillary Pension Plan (known as **P2614**) will now be required to retire on June 30th following or coincident with their 65th birthday without their pension benefits in the Plan being **actuarially** reduced. This requirement now brings the normal retirement age for those enrolled in the Maintenance and Ancillary Staff Pension Plan into line with those enrolled exclusively in the Pension Plan for Academic and Administrative Staff.

Schedule **IV**: Group Life And Survivor Income Plan For Members Of The Academic And Administrative Staff

The Employer shall continue to provide at no cost to the employee, basic Life Insurance coverage in accordance with the **provisions** and **regulations** of the University of Toronto Group Life and Survivor Income Plan for Members of the Academic and Administrative Staff during the term of this Agreement.

The Employer and the employees shall continue to make contributions to the University of Toronto Group Life and Survivor Income Man for members of the Academic and Administrative Staff in accordance with the provisions and regulations of the said plan for all employees who elect to receive additional life insurance coverage.

Schedule V: Long Term Disability Plan For Members Of The Academic And Administrative Staff

70/80

The Employer shall contribute 80% of the monthly premium for employees covered by the University of Toronto Long Term Disability Plan for Members of the Academic and Administrative Staff.

75/9959598

The Employer and the employees shall continue to make contributions to the University of Toronto Long Term Disability Plan for Members of the Academic and Administrative Staff, in accordance with the provisions and regulations of the said plan during the term of this Agreement.

As a condition of continued employment, an employee covered by the terms of this Agreement, must be enrolled in the University of Toronto Long Term Disability Plan for Members of the Academic and Administrative Staff.

The Employer shall have the right to amend or change the said Long Term Disability Plan for Members of the Academic and Administrative Staff during the term of this Agreement.

Schedule VI: Dental Care Plan

70/80 7/9

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.

Participation is optional for those on staff prior to March 1, 1980. All new staff shall be enrolled in the University of Toronto Dental Care Plan as a condition of continued employment. Employees who are covered by a dental plan through their spouse's enrollment elsewhere may request exemption from the University of Toronto's Dental Care Plan.

Effective July 1, 1993 the dental plan shall be amended to provide coverage pursuant to the 1992 Ontario Dental Association fee schedule.

Schedule VII: University Of Toronto Extended Health Care Plan

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075 6

The Employer shall contribute 75% of the cost of the cost of the University of Toronto Extended Health Care Plan for all participating employees.

The parties agree to be governed by the provisions and regulations of the University of Toronto Extended Health Care plan during the term of this Agreement.

The Employer shall have the right to amend or change the University of Toronto Semi-Private Hospital Accommodation Plan during the term of this Agreement.

Schedule VIII: University of Toronto Semi-Private Hospital Accommodation Plan

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075

The Employer shall contribute 75% of the cost of the University of Toronto Semi-Private Hospital Accommodation Plan for all participating employees.

The parties agree to be governed by the provisions and regulations of the University of Toronto Semi-Private Hospital Accommodation Plan during the term of this Agreement.

The Employer shall have the right to amend or change the University of Toronto Semi-Private Hospital Accommodation Plan during the term of this Agreement.

Schedule **IX**: Vision Care Plan

A Vision Care Plan is to be provided to members of Canadian Union of Public Employees, Local 3261 employed by the University of Toronto with the following benefits:

- Coverage up to **\$150.00** every 2 years per family member with no deductible.

Ontario Blue Cross has advised us of the following:

- The University subsidy will be 50% of the cost of ~~the~~ premiums. $\frac{70.6}{50}$
- Coverage includes contact lenses and prescription sunglasses.
- Participation in the plan must be 75% of eligible members.
- Eligible members are all those members of the group less those who have coverage under a **spousal** plan.
- Members who decline coverage at the start-up of the plan may only join at any opening date once a year.
- Membership will be mandatory for **all** new staff except those who have exempted **themselves** because they have coverage in a **spousal** plan.

Participating members who cancel coverage will not be allowed to rejoin the plan.

Schedule **X**: Clothing

Caretaking, Food Service, Shipping/Storekeeping (Downsview), Animal Care Staff & Elevator Mechanic Helpers	2 shirts & 2 pants; or 2 dresses; or 2 coveralls
Grounds & Arena Staff	2 long sleeved shirts 2 short sleeved shirts 2 winter pants 2 summer pants 1 spring jacket
Building Patrol & Shipper/Driver (Erindale & Scarborough staff)	1 jacket 2 long sleeved shirts 2 short sleeved shirts 2 pants
Parking Staff	1 jacket 2 long sleeved shirts 2 short sleeved shirts 2 winter pants 2 summer pants 1 tie 1 cap 1 belt
Radiation Worker Staff	2 laboratory coats 2 long sleeved shirts 2 short sleeved shirts 2 pants

The following clothing will be provided when determined necessary by the Employer:

parkas
winter hats
mittens/gloves, and
rubber boots

Clothing will be replaced as required.

Schedule XI: Safety Shoe or Boot Allowance

Where the Employer requires safety shoes or boots to be worn as a condition of employment, the Employer will pay to the employee a safety shoe or boot allowance of ninety (90) dollars annually, and effective July 1, 1993, ninety-five (95) dollars annually.

Safety shoes or boots must be Canadian Standards Association approved, and be in serviceable condition as determined by the employee's supervisor.

Schedule XII: Joint Membership Plan

Employees who are members of the Canadian Union of Public Employees, Local 3261 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.

Schedule XIII: Designated Authorities

The University will supply the Union with an updated list of Designated Authorities as amended from time to time.

MEMORANDUM OF UNDERSTANDING: Electronic Transfer of Wages

All full-time employees will receive their pay every two (2) weeks by electronic transfer of funds into their bank account, trust company account or account with the University and Colleges Credit Union. All new employees will be required to complete a Payroll Bank Deposit **Authorization** Card and provide a sample voided cheque on commencement of employment. In the event that the employee changes banks, trust companies, or the University and Colleges Credit Union and/or bank accounts, trust company accounts or accounts with the University and Colleges Credit Union, it is the employee's responsibility to notify the Employer by completing another Payroll Bank Deposit **Authorization** Card.



MEMORANDUM OF UNDERSTANDING: Employment Equity

The Employer and the Union agree that during the term of the collective agreement an Employment Equity Committee will be established with a mandate to develop and implement an Employment Equity program. The committee shall be comprised of two members of the bargaining unit and two members From University management. The Union's local president may attend meetings as an observer.

LETTER OF INTENT: Fee Waiver for Dependents

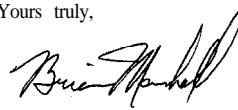
October 15, 1993

Mr. Robert **Byers**
National Representative
Canadian Union of Public Employees, Local **3261**
305 Milner Avenue
Suite **901**
Scarborough, Ontario
M1B 3V4

Dear Mr **Byers**,

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

Yours truly,

A handwritten signature in black ink, appearing to read "Brian Marshall". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Brian Marshall
Director, Labour Relations

INTRODUCTION

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

TERMS OF REFERENCE

A dependent must have met the admission requirements for the qualifying programs 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, "dependent" 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: Dependents 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 the first undergraduate degree or certificate and which do not require prior undergraduate preparation since admission is normally gained directly from high school.

Eligible dependents 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 and Information Science
OISE
Management
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 this scholarship will apply prior to any waiver of tuition under this policy.

PROCEDURES

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

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

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

Administration of this Policy

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

LETTER OF INTENT: Red Circled Wage **Rates "A"**

October 15, 1993

Mr. Robert **Byers**
 National Representative
 Canadian Union of Public Employees, Local **3261**
305 Milner Avenue
 Suite **901**
 Scarborough, Ontario
M1B 3V4

Dear Mr **Byers**,

During our recent negotiations the University agreed to pay the **following** individuals wage rates in excess of the rates **stipulated** in the Collective Agreement for as long as these individuals remain in their specific classifications at their present **locations**.

<u>Name</u>	<u>Classification</u>	<u>Department</u>	Wage Rate Effective <u>July 1/92</u>
G. Wong	Driver/Sorter	Technical Services (Erindale College)	\$15.60
R.B. Kelsey	Driver/Sorter	Facilities and Services	14.25
J. Eng	Cook	Hart House	14.38
H. Pursley	Light Equipment Operator	Scarborough College	13.80

Yours truly,



Brian Marshall
 Director, Labour Relations

LETTER OF INTENT: Red Circled Wage Rates "B"

October 15, 1993

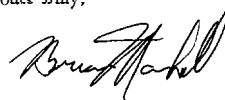
Mr. Robert Byers
 National Representative
 Canadian Union of Public Employees, Local 3261
 305 Milner Avenue
 Suite 901
 Scarborough, Ontario
 M1B 3V4

Dear Mr Byers,

It is agreed that the individuals mentioned below who were previously employed as Radiation Laboratory Workers will have their wage rate red-circled for as long as they remain in the position set out below. They will receive one half of any future negotiated wage increases, which apply to the position, until such time as the wage rate for the position meets or exceeds the wage rate held by the red-circled employee.

<u>Name</u>	<u>Classification</u>	<u>Department</u>	Wage Rate Effective <u>October 15/92</u>
S. McConville	Light Equipment Operator	Facilities and Services	\$14.29
M. Reyes	Recycling Worker	Facilities and Services	\$14.29

Yours truly,



Brian Marshall
 Director, Labour Relations

LETTER OF INTENT: Meal Allowance for Food Service Employees

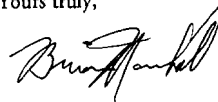
October 15, 1993

Mr. Robert **Byers**
National Representative
Canadian Union of Public Employees, Local 3261
305 **Milner** Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr **Byers**,

It is the intention of the University to provide to the Food Service employees employed by **the** University, meals at cost. The price of the **meals** shall be based solely on the food **costs**.

Yours truly,

A handwritten signature in black ink, appearing to read "Brian Marshall". The signature is fluid and cursive, with a large, sweeping initial "B".

Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Provisions of Office Space

October 15, 1993

Mr. Robert Byers
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 90 1
Scarborough, Ontario
M1B 3V4

Dear Mr Byers,

Office space will be provided rent free to the Canadian Union of Public Employees, Local 3261, in accordance with the following conditions:

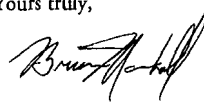
1. Purpose

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** those set out in Section 1.
- b) 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.
- c) The University will provide space and cleaning service at no cost to the Union.
- d) The **offices** must be accessible in the normal manner for Physical Plant maintenance and **cleaning** services.

Yours truly,



Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Reduction of Hours - **Sessional** Employees

October 15, 1993


Mr. Robert **Byers**
National Representative
Canadian Union of Public Employees, Local **3261**
305 Milner Avenue
Suite **901**
Scarborough, Ontario
M1B 3V4

Dear Mr **Byers**,

In the event it becomes necessary to reduce the regular hours of work of **sessional** employees in certain classifications, the University **will** endeavour to accommodate affected employees by implementing such reductions in reverse order of seniority within the classification, where the hours of work reduction is to apply.

It is agreed **that** a sessional employee shall be **entitled** to exercise his/her **seniority** and displace another sessional employee with less seniority in the same or lower classification wherein it is determined that he/she is qualified and capable of performing the duties of that classification.

Yours truly,

A handwritten signature in black ink, appearing to read "Brian Marshall". The signature is fluid and cursive, written over a white background.

Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Time Off in Lieu of Overtime Payment

October 15, 1993

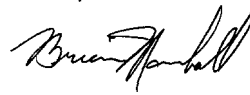
Mr. Robert Byers
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4



Dear Mr Byers,

It is agreed that on a trial basis for **the** duration of the present collective agreement an employee **with** the consent of his/her supervisor shall have the option of requesting equivalent time off in lieu of overtime payment. Such lieu time off, if approved, shall be granted at a date mutually agreeable to the employee and his/her supervisor. Time off in lieu will not be granted in the event that overtime would be incurred by **this** arrangement.

Yours truly,



Brian Marshall
Director, Labour Relations

LETTER OF INTENT: **Voluntary** Early Retirement

October 15, 1993

Mr. Robert **Byers**
National **Representative**
Canadian Union of Public Employees, Local **3261**
305 Milner Avenue
Suite **901**
Scarborough, Ontario
M1B 3V4



Dear Mr **Byers**,

Employees who have a total of age plus years of service **equaling** eighty (**80**) and who are at least **fifty-five (55)** years of age, shall be entitled to early retirement under the Pension Plan for the Staff of the University of Toronto without actuarial pension benefit reduction. This early retirement window is in place until June 30, 1994.

Yours truly,

A handwritten signature in cursive script, which appears to read "Brian Marshall".

Brian Marshall
Director, Labour Relations

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