

COLLECTIVE AGREEMENT

- BETWEEN -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261 (FULL-TIME)



Term of Agreement: July 1, 1999 to June 30, 2002

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COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of January 12, 2000.

- between -

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

- and -

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

ARTICLE 1: 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.

ARTICLE 2: 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.

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.

ARTICLE 3: 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.

ARTICLE 4: 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

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.

4:05 An employee may elect to submit a grievance alleging sexual harassment under the collective agreement or file a complaint under the Employer's Sexual Harassment Policy. In either case, the time period for filing shall be no longer than six (6) months.

If the employee elects to submit a grievance, he/she shall have access to the same mediation process as in the Employer's policy prior to Step 1 of the grievance procedure. No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

ARTICLE 5: EMPLOYMENT EQUITY

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.

ARTICLE 6: 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.

ARTICLE 7: 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/her 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 each pay 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 to the Union by the 10th day of the following month from which the dues were deducted.

7:05 The Employer will, at the time of making such remittance hereunder to the Union, furnish it with a statement showing the names, amount of dues paid, regular wages earned, overtime wages earned, and shit? hours earned of the employees from whose pay such deductions have been made.

ARTICLE 8: 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 18:08; Vacation with Pay Articles 20:01 to 20:05; 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 32:01; Benefit Plans Articles 38:01 to 38:07 inclusive; Clothing Article 39:01; Safety Shoes or Boot Allowance Article 40:01; and Joint Membership Plan Article 41:01.

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.

ARTICLE 9: 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.

ARTICLE 10: 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.

Steward-at-Large

10:02 The Union shall have the right to appoint or select one (1) bargaining unit member to act as Steward-at-Large where stewards are not available in the employing department.

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

Union Representation

10:03 The Employer acknowledges the right of the Union to appoint or otherwise select Union Stewards who have completed their probationary period of employment as follows:

Union Stewards

Facilities and Services	
Caretaking	6
Parking	1
Grounds	1
Campus Services	1
Recycling	1
Post Office	1
Faculty of Physical Education and Health	
Varsity Stadium & Arena	1
Warren Stevens	1
Hart House	1
New College	1
University College	1
Division of Comparative Medicine	1
Chemistry	1
Zoology	1
Materials Distribution Centre	1
University of Toronto at Mississauga	1
University of Toronto at Scarborough	1

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

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.

Negotiating Committee

- 10:06 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.

ARTICLE 11: 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.

ARTICLE 12: 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.

ARTICLE 13: 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 with 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 Human Resources 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 Human Resources 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 Human Resources 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 grievance of the Union, which is distinguished from an individual employee's or group grievance, must be sent by registered mail or be personally delivered to the Director of Human Resources, 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.
- 13:08 Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievances as one (1) grievance subject to all application provisions under the grievance procedure, provided that such grievance shall commence at Step 1.

Discharge Grievance

- 13:09 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 Human Resources or his/her designate, within five (5) working days after the

discharge, The Director of Human Resources 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.

ARTICLE 14: 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 arbitrator and the name and address of the party's nominee as sole arbitrator.
- 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 its selection of an arbitrator within fifteen (15) working days after receiving the notice. If the parties are unable to agree upon the selection of an arbitrator within a period of fifteen (15) working days, either party shall then have the right to request the Ministry of Labour for Ontario to appoint an arbitrator.
- 14:03 Each party shall jointly and equally bear the fees and expenses of the arbitrator. No grievance may be submitted to an arbitrator or dealt with by an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.
- 14:04 Alternatively, the parties may by mutual agreement agree that the grievance be referred to a board of arbitration. The party who gives notice that the grievance be referred to a board of arbitration shall notify the other party of the name and address of the party's nominee to the proposed arbitration board. The party who receives the notice of intention to proceed to a board of arbitration shall then notify the other party of the name and address of their party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice. The two (2) nominees shall attempt to select a chairperson for the board. If they are unable to agree upon the selection within a further period of ten (10) working days after the appointment of the second nominee, either of the parties shall then have the right to request the Minister of Labour to appoint a chairperson for the board.
- 14:05 Policy or group grievances as set out in Articles 13:01 and 13:07 which are referred to arbitration shall in all cases be referred to a Board of Arbitration the procedure for which is set out in Article 14:04. Alternatively, the parties may by mutual agreement agree that the grievance be referred to a single arbitrator, the procedure for which is set out in Articles 14:01 and 14:03 inclusive.
- 14:06 In the event an arbitrator properly deals with a matter relating to discharge or other disciplinary action, the arbitrator has the authority to reinstate an employee with or without compensation for wages lost or to make any other award it may deem just in the event there has been a violation of this Agreement by the Employer.
- 14:07 An arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement nor to add to or amend any of the terms of this Agreement. The jurisdiction of the arbitrator shall be strictly confined to dealing with the issue in dispute between the parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the arbitrator or majority decision of a board of arbitration shall be final and binding upon 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.

ARTICLE 15: PROBATIONARY EMPLOYEES

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, without cause and at the sole discretion of the Employer.

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 Article 13:09 of the Collective Agreement

ARTICLE 16: 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 seniority list containing the names, classifications, employing department and seniority of employees will be forwarded in an electronically readable format to the Local Union President once every month.

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 more than twenty four (24) consecutive months;
- d) following a layoff, 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 the bargaining unit for a period of more than one hundred and twenty (120) calendar days. For periods of less than 120 calendar days an employee may

return to his/her former position with seniority re-instated to the date of leaving the bargaining unit position;

- 9 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.

Change of Address

- 16:05 It shall be the duty of the employee to notify the Employer promptly of any change of address or telephone number. If any employee should fail to do so the Employer may take disciplinary action. The Employer shall 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.
- 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;
 2. the employee must be certified as being medically fit to perform all of the duties within the classification of the employee being displaced; and
 3. the employee must have the knowledge, ability, and skill 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

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

ARTICLE 17: LEAVES 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

17:02 Pregnancy leave of absence must be applied for and granted in writing. An employee who will 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 Employment Insurance benefits, which begin after a two (2) week waiting period. The University will pay ninety-five (95) percent of salary prior to the commencement of Employment Insurance benefits, and, for the next fifteen (15) weeks will make up the difference between Employment Insurance benefits and ninety-five (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) weeks' notice being given to the University. If pregnancy-related complications force 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 date 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 the 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 Employment Insurance Commission with respect to pregnancy leave in order to receive payment from the University in accordance with this provision.

Parental Leave

17:03 An employee who is a parent of a child and who has been employed with the University for at least thirteen (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 parents 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 Employment Insurance Act provides for a maximum of ten (10) weeks of Employment Insurance benefits. Employment 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 Employment Insurance benefits and Supplemental Employment Benefits (SEB), 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 Employment Insurance benefits,

Supplemental Employment 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 Employment Insurance benefits are not eligible for Supplemental Employment 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 Human Resources. Such leave of absence shall not be unreasonably withheld.
- (c) Where an employee of the University of Toronto 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 Employer shall continue to pay the full-time officer during the leave of absence at his/her regular wage rate in the classification in which he/she was employed immediately prior to commencing the leave of absence. The Union agrees to reimburse the Employer on a monthly basis for fifty (50) percent of the cost of wages and fifty (50) percent of the Employer-cost of benefits as set out in Article 17:07. The employee benefits shall be those in which the employee was enrolled immediately prior to commencing said leave of absence.

The University agrees that upon request of the Union, the Full-Time Officer of the Union shall be placed at a higher rate consistent with a classification covered by the collective agreement. It is understood that the Union will be obligated to pay the entire amount of the increase in benefit premium beyond the classification in which the Full-Time Officer was employed immediately prior to the leave of absence being granted.

Employer Discontinues Contributions to Welfare Benefit

17:07 Where an employee has been granted leave of absence without pay in accordance with and pursuant to Article 17:01 Leave for Valid Personal Reasons, the Employer shall discontinue its share of contributions for the aforesaid employee to the Benefits Plans listed below:

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 (60) working days or more leave of absence for valid personal reasons in accordance with and pursuant to Article 17:01 of the Agreement.

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.

ARTICLE 18: 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. All hours worked beyond eight (8) hours per day and/or forty (40) hours per week shall be paid at time-and-one-half (1½) 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 (7½) hours per day, thirty-seven-and-one-half (37½) hours per week. All hours worked beyond seven-and-one-half (7½) hours per day, and/or thirty-seven-and-one-half (37½) hours per week shall be paid at time-and-one-half (1½) 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 (1½) 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 An employee with the consent of his/her supervisor shall have the option of requesting time off in lieu of the equivalent overtime payment (for example, an employee who incurs one (1) hour of overtime shall be either paid at one and one-half times (1½) his/her wage rate or be provided with one and one-half (1½) hours of lieu time off). 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 arrangements will not be granted in the event that overtime would be incurred by this arrangement. Lieu time must be used within the twelve months in which it was earned. The Employer reserves the right to cash out lieu time owing at the appropriate rate in the event a date mutually convenient to the employee and the supervisor cannot be found.
- 18:05 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.
- 18:06 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.

Callback

- 18:07 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 (1½) 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.

Standby Pay

- 18:08 In the event an employee is requested to be on standby and available for work during his/her off duty time the employee shall be paid two (2) hours' pay at the employee's regular rate of pay for each seven (7) day period assigned on standby. In order to be eligible for standby pay the employee must be assigned by his/her supervisor, must be reachable by telephone and must be available to report for work when requested.

Overtime Distribution

- 18:09 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 Period

18:10 All employees will be permitted a fifteen (15) minute rest period both in the first half of the shift and in the second half of the shift.

Shift Premiums

18:11 (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.

(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.

18:12 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.

No Pyramiding

18:13 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

18:14 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 ten (10) dollars 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 ten (10) dollars 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 ten (10) dollars 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.

ARTICLE 19: 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
Civic Holiday	Day Before New Year's Day
Labour Day	

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 (1½) 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.

ARTICLE 20: 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:

Vacation Entitlement Length of Continuous Service as of July 1st	Vacation Adjustment (Length of Vacation with Pay at Regular Hourly Rate)	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%

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 pro-rated in the event the employee has received payment under Long Term Disability or, in the event, Workplace Safety and Insurance claims exceed fifteen (15) consecutive weeks. Vacation payment will also be pro-rated in the event an employee has been granted an unpaid leave of absence in accordance with Article 17:01.

20:03 An employee with the prior approval of his/her supervisor shall be permitted to carry forward into the next vacation year up to five (5) unused vacation days. Approval to carry forward vacation must be obtained by the employee not later than one (1) month prior to the beginning of the next vacation year.

20:04 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

20:05 If a holiday falls during an employee's vacation, an extra day with pay will be allowed off in lieu of the holiday.

ARTICLE 21: 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 *Workplace Safety and Insurance 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 *Workplace Safety and Insurance Act*,

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

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 Workplace Safety and Insurance 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 Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance Act* shall receive from the Employer the difference between the amount paid by the Workplace Safety and Insurance 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 Workplace Safety and Insurance 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.

ARTICLE 22: BEREAVEMENT LEAVE

22:01 In the event of the death of a member of the immediate family or a member of his/her household or a person whose relationship is not defined below, the impact of which is comparable to that of the immediate family, an employee will be granted, upon request, up to a maximum of three (3) working days without loss of regular pay. An employee may use paid personal leave, if available, to supplement the leave where extensive travel is required.

"Immediate family" shall mean: spouse through marriage, common-law spouse, same sex partner, parent, child (including stepchild), sibling (including stepbrother, stepsister), parent-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, guardian, or ward.

ARTICLE 23: PAID PERSONAL LEAVE OF ABSENCE

23:01 Commencing July 1st of each year, each member of the bargaining unit, subject to operational requirements, shall be allowed up to four (4) days' paid leave of absence. 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 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 (excluding weekends and holidays). 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.

Paid personal leave of absence for sessional employees shall be pro-rated based on length of sessional appointment. For example, an employee who works:

Length of Service	Day(s) of Paid Personal Leave
0 to 3 months	1
4 to 6 months	2
7 to 9 months	3
10 or more months	4

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

ARTICLE 24: PATERNITY LEAVE

24:01 Upon the birth or adoption of a child a father shall be granted up to three (3) 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.

ARTICLE 25: JURY DUTY OR CROWN WITNESS SERVICE

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 on condition of 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.

ARTICLE 26: 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 a 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 is no suitable candidate from

amongst those applicants, then applicants from the remaining campuses shall be considered in accordance with Article 26:01.

In the event a regular part-time employee covered by the CUPE 3261 part-time collective agreement is the successful applicant, his/her accumulated seniority earned under the part-time agreement will be credited to him/her upon completion of the probationary period.

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 or 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.

ARTICLE 27: TRANSFERS AND PROMOTIONS

27:01

(a) Transfers

When selecting an employee for transfer to a vacant bargaining unit position, the Employer shall give primary consideration to the seniority of the applicant(s) providing the applicant or applicants are employed in the same classification, and are qualified to perform the work. It is understood and agreed that Article 26:03 shall not apply to such transfers. When selecting applicants who are outside the classification the provisions of Article 27:01 (b) shall apply.

(b) Promotions

When selecting an employee for promotion to a bargaining unit position, the Employer agrees to use all available information to determine which employee is best qualified to fill the position. The Employer will consider the applicant's qualifications, which shall include knowledge, skill and ability to perform the job. 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. Conditional 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, or to change hours of work from those presently worked by said employee, an affected employee may displace another employee with less seniority in the same or lower classification who is working on the same shift but who is not being transferred. Such displacement is dependent on a determination by the supervisor 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. An employee who displaces another employee in a lower classification shall receive the wage rate of the lower classification effective the date of the displacement.

ARTICLE 28: 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.

ARTICLE 29: ACTING POSITION EXCLUDED FROM THE BARGAINING UNIT

29:01 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.

ARTICLE 30: TECHNOLOGICAL CHANGE

30:01 In the event the Employer plans to introduce technological change in the workplace that will result in the layoff of bargaining unit members, the Employer shall meet with the Union to discuss the proposed change(s) with the Union prior to a management decision being taken to actually introduce 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.

Training Benefits

- 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.

ARTICLE 31: THREE DAYS OFF WITH PAY

- 31:01 For each twelve (12) month period (beginning with July 1, 2000 to June 30, 2001), the University will designate three (3) days on which employees do not have to work and in respect of which employees will suffer no loss of regular straight-time pay.

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

The University, in its sole discretion, shall designate the three (3) days in a given twelve (12) month period. Notice will be sent to the Union by the University within a reasonable time period prior to the designated dates of these days.

These days are not "Holidays" for any purpose under the collective agreement, including Article 19 – Paid Holidays.

ARTICLE 32: JOB SECURITY

- 32:01 It is the declared intention of the Employer to provide for the job security of the employees covered by the terms of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Toronto in the most efficient and economic manner possible in order that it may satisfactorily discharge its public responsibilities. It is agreed that any employee who was hired as of November 23, 1996 shall not be laid off by reason of the Employer contracting out 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.

ARTICLE 33: BULLETIN BOARDS

- 33:01 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.

ARTICLE 34: CORRESPONDENCE

- 34:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director, Human Resources or his/her designate, University of Toronto, 215 Huron Street, 8th Floor, Toronto, Ontario, M5S 1A2 and the Local Union President, Canadian Union of Public Employees, Local 3261, 1 Spadina Crescent, Suite 202.
- 34:02 Any such communication given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

ARTICLE 35: MANAGEMENT AND UNION COMMITTEE

35:01 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 Human Resources or his/her designate.

ARTICLE 36: PERSONNEL FILES

36:01 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.

ARTICLE 37: WAGES

37:01 The Employer agrees to pay the schedule of wage rates attached hereto as Schedule I, which rates shall be payable from July 1, 1996 for the term of this Agreement.

ARTICLE 38: BENEFITS

Pension Plans

38:01 The Employer agrees to provide Pension Plans, details of which are set out in Schedules II and III.

Group Life and Survivor Income Plan

38:02 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

38:03 The Employer agrees to provide a Long Term Disability Plan, the details of which are set out in Schedule V.

Dental Plan

38:04 The Employer agrees to provide a Dental Plan as set out in Schedule VI.

Extended Health Care Plan

38:05 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

38:06 The Employer agrees to provide a Semi-Private Hospital Accommodation Plan, the details of which are set out in Schedule VIII.

Vision Care Plan

38:07 The Employer agrees to provide a Vision Care Plan, the details of which are set out in Schedule IX.

ARTICLE 39: CLOTHING

39:01 The Employer agrees to provide clothing as set out in Schedule X.

ARTICLE 40: SAFETY SHOE OR BOOT ALLOWANCE

40:01 The Employer agrees to provide a safety shoe or boot allowance as set out in Schedule XI.

ARTICLE 41: JOINT MEMBERSHIP PLAN

41:01 The Employer agrees that employees covered by this Agreement are eligible for this plan as set out in Schedule XII.

ARTICLE 42: PRINTING OF THE AGREEMENT

42:01 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.

ARTICLE 43: DURATION AND MODIFICATION OF AGREEMENT

43:01 This Agreement shall continue in effect until June 30, 2002 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing within the period of three (3) months preceding the expiration date of this Agreement, that it desires to amend or terminate it.

43:02 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 January 12, 2000.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO By:



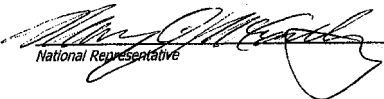
Vice President, Administration & Human Resources



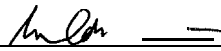
Secretary of Governing Council

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261 By:



National Representative



President

SCHEDULE I: WAGE RATES

Job Code(s)	Classification	Probationary		Probationary		Probationary	
		Rate (Jan. 23, 2000)	Wage Rate (Jan. 23, 2000)	Rate (July 1, 2000)	Wage Rate (July 1, 2000)	Rate (July 1, 2001)	Wage Rate (July 1, 2001)
250	Animal Laboratory Technologist I	\$14.70	\$16.33	\$14.99	\$16.66	\$15.22	\$16.91
251	Animal Laboratory Technologist II	15.17	16.86	15.48	17.20	15.71	17.45
252	Animal Laboratory Technologist III	16.14	17.94	16.46	18.29	16.71	18.57
150	Athletic Facility Assistant	13.16	14.63	13.43	14.92	13.63	15.14
135	Building Patrol I	12.57	13.96	12.82	14.24	13.16	14.63
137	Building Patrol II	12.50	13.89	12.75	14.17	13.10	14.55
126-Sess, 131	Cafeteria Worker	12.50	13.89	12.75	14.17	13.10	14.55
162	Campus Service Technician I	13.60	15.11	13.87	15.42	14.08	15.65
163	Campus Service Technician II	14.45	16.06	14.74	16.38	14.96	16.62
139	Caretaker	13.38	14.87	13.65	15.16	14.00	15.56
145	Carpet Shampoo Worker	13.11	14.56	13.37	14.85	13.72	15.25
127-Sess	Cashier	12.29	13.65	12.53	13.92	12.72	14.13
187	Cement and Brick Restorer	14.67	16.30	14.96	16.62	15.34	17.04
129-Sess, 151	Cook	12.67	14.07	12.92	14.36	13.27	14.74
154	Disability Services Driver	12.76	14.18	13.01	14.46	13.36	14.85
454	Elevator Mechanic	22.12	24.57	22.56	25.06	22.90	25.44
188	Elevator Mechanic Helper I	17.62	19.58	17.97	19.97	18.24	20.27
85	Elevator Mechanic Helper II	13.53	15.03	13.80	15.33	14.01	15.56
164	Gardener	12.58	13.98	12.83	14.26	13.02	14.47
130-Sess	Head Cook	13.15	14.61	13.41	14.90	13.77	15.30
180	Housemaid	12.50	13.89	12.75	14.17	13.10	14.55
248	Laboratory Animal Technician II	13.55	15.05	13.82	15.35	14.03	15.58
249	Laboratory Animal Technician III	14.08	15.64	14.36	15.95	14.57	16.19
165	Landscape Technician	14.67	16.30	14.96	16.62	15.34	17.04
121	Lead Hand Athletic Service Attendant	13.15	14.61	13.41	14.90	13.77	15.30
215	Lead Hand Caretaking	13.15	14.61	13.41	14.90	13.77	15.30
128-Sess, 132	Lead Hand Cashier	13.15	14.61	13.41	14.90	13.77	15.30
217	Lead Hand Maintenance Worker	13.32	14.81	13.59	15.10	13.95	15.50
175	Lead Hand Recycling Worker	13.80	15.33	14.08	15.64	14.44	16.04
460	Lead Hand Utility Driver	13.60	15.11	13.87	15.42	14.08	15.65
74	Light Equipment Operator	12.75	14.17	13.00	14.45	13.35	14.84
140	Maintenance Technician	13.74	15.27	14.02	15.58	14.38	15.98
185	Maintenance Worker I	13.09	14.54	13.35	14.83	13.70	15.22

SCHEDULE I: WAGE RATES (continued)

Job Code(s)	Classification	Probationary	Wage Rate	Probationary	Wage Rate	Probationary	Wage Rate
		Rate (Jan. 23, 2000)	(Jan. 23, 2000)	Rate (July 1, 2000)	(July 1, 2000)	Rate (July 1, 2001)	(July 1, 2001)
186	Maintenance Worker II	\$12.67	\$14.07	\$12.92	\$14.36	\$13.27	\$14.74
226	Parking Control Officer	13.84	15.37	14.11	15.68	14.48	16.09
225	Parking Lot Attendant	12.50	13.89	12.75	14.17	13.10	14.55
457	Pipe Insulation Technician	14.67	16.30	14.96	16.62	15.34	17.04
449	Radiation Service Technician I	12.54	13.94	12.79	14.21	12.99	14.43
218	Radiation Service Technician II	14.55	16.17	14.84	16.49	15.07	16.74
174	Recycling Worker	12.85	14.28	13.11	14.56	13.46	14.95
107	Resident Custodian	11.33	12.59	11.55	12.84	11.73	13.03
146	Service Worker (Anatomy)	13.11	14.56	13.37	14.85	13.72	15.25
453	Service worker Caretaking	12.61	14.01	12.86	14.29	13.21	14.68
169	Service Worker Grounds	12.50	13.89	12.75	14.17	13.10	14.55
170	Service Worker II	12.29	13.65	12.53	13.92	12.72	14.13
171	Service Worker III	12.29	13.65	12.53	13.92	12.72	14.13
455	Sous chef (new)	14.67	16.30	14.96	16.62	15.34	17.04
98	Stores Technician I	12.27	13.63	12.51	13.90	12.70	14.11
219	Stores Technician II	12.76	14.18	13.01	14.46	13.36	14.85
220	Stores Technician III	13.82	15.35	14.09	15.66	14.46	16.07
221	Stores Technician IV	14.77	16.41	15.06	16.74	15.44	17.16
172	Utility Driver/Grounds Maintenance	13.11	14.56	13.37	14.85	13.72	15.25

Note: Personnel Area Full-Time 0001 & 0004 Personnel Subarea Full-Time 0900 & 7400 Pay Scale Type Full-Time 11 & 75
 Personnel Area Temp 0002 & 0005 Personnel Subarea Temp 4950 & 7700 Pay Scale Type Temp 61 & 82

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

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: PENSION PLAN

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.

The Employer shall have the right to amend or change the said Pension Plan during the term of this Agreement.

SCHEDULE III: PENSION PLAN P2614

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

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 Plan 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.

The Employer shall have the right to amend or change the Group Life and Survivor Income Plan for Members of the Academic of the Academic and Administration Staff during the term of this Agreement.

SCHEDULE V: LONG TERM DISABILITY PLAN

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

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

The Employer agrees to contribute not less than eighty (80) percent of the premiums for employees participating in the University of Toronto Dental Care Plan.

The parties agree to be governed by the provisions and regulations of the said plan for the term of this Agreement.

The Employer shall have the right to amend or change the Dental Care Plan during the term of this Agreement.

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: EXTENDED HEALTH CARE PLAN

The Employer shall contribute seventy-five (75) percent 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: SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN

The Employer shall contribute seventy-five (75) percent 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 one hundred and fifty (150) dollars every two (2) years per family member with no deductible.
- The University subsidy will be fifty (50) percent of the cost of the premiums.
- Coverage includes contact lenses and prescription sunglasses.
- Participation in the plan must be seventy-five (75) percent 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.

The Employer shall have the right to amend or change the said Vision Care Plan during the term of this Agreement.

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 short sleeved shirts 2 winter pants 2 summer pants 1 spring jacket	2 long sleeved shirts
Building Patrol & Shipper/Driver (Erindale & Scarborough staff) 2 short sleeved shirts 2 pants	1 jacket 2 long sleeved shirts
Parking Staff 2 long sleeved shirts 2 short sleeved shirts 2 winter pants 2 summer pants 1 tie 1 cap 1 belt	1 jacket
Radiation Worker Staff 2 long sleeved shirts 2 short sleeved shirts 2 pants	2 laboratory coats

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 one hundred (100) 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 AGREEMENT: OVERTIME HOURS

It is agreed that Articles 18:05 and 18:06 of this Agreement may be waived where a work schedule is arrived at by mutual agreement which would trigger either Article 18:05 and/or Article 18:06.

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 Metro 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 Metro Credit Union and/or bank accounts, trust company accounts or accounts with the Metro Credit Union, it is the employee's responsibility to notify the Employer by completing another Payroll Bank Deposit Authorization Card.

MEMORANDUM OF AGREEMENT: PENSION PLAN

Provided there is excess surplus in the University of Toronto Pension Plan as defined under the *Income Tax Act* on the date of ratification and on each July 1, 2000 and 2001, members' required contributions shall be determined as follows:

1. For the period from February 1, 2000 to June 30, 2000, members of the plan, who are members of this bargaining unit, shall make no contributions to this plan.
2. For the period from July 1, 2000 to June 30, 2001, members of the plan, who are members of this bargaining unit, shall make no contributions to this plan.
3. For the period from July 1, 2001 to February 28, 2002, members of the plan, who are members of this bargaining unit, shall make no contributions to this plan.
4. For the period from March 1, 2002 to June 30, 2002, the required contributions for members of the plan, who are members of this bargaining unit, shall be fifty (50) percent of the amount determined under Article 4:01 of the plan.

Accrual Rate and Contribution Rate Below the CPP Maximum Salary

Effective the beginning of the month following the date of ratification, the University of Toronto Pension Plan will be amended for members of this bargaining unit who are active members of this plan as follows:

The accrual rate under the pension formula on that portion of the members highest average salary (as defined in the University of Toronto Pension Plan) up to the average CPP maximum salary will be increased from 1.3 percent to 1.5 percent for all pensionable service both before and after the beginning of the month following the date of ratification.

For pensionable service up to the beginning of the month following the date of ratification the increase in the accrual rate will create a Past Service Pension Adjustment ("PSPA") as defined under the *Income Tax Act*. The University will make the necessary filings with Revenue Canada to report such PSPA.

In conjunction with the increase in accrual rate on salary, the members' required employee contributions on salary up to the CPP maximum salary will be increased from 3.9 percent to 4.5 percent commencing the beginning of the month following the date of ratification.

LETTER OF INTENT: GRIEVANCE MEDIATION


January 12, 2000

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The parties are committed to the early settlement of grievances and as such mutually agree that the process of grievance mediation is a valuable tool in arriving at mutually agreeable grievance settlements. In this regard the parties agree that by mutual agreement on a "case-by-case" basis, grievances may be referred to private grievance mediation prior to the grievance being heard by a sole arbitrator or a board of arbitration as set out in this collective agreement. In such circumstances the parties shall by mutual agreement select the grievance mediation company and they shall jointly and equally bear the fees and the expenses of the mediator.

Yours truly,


Brian Marshall
Director, Human Resources

LETTER OF INTENT: HEALTH AND SAFETY


January 12, 2000

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The University and the Union share responsibility for providing a safe and healthy workplace. The Parties agree to maintain a Joint Health and Safety Committee.

Yours truly,


Brian Marshall
Director, Human Resources

LETTER OF INTENT: SEXUAL HARASSMENT OFFICER – ST. GEORGE CAMPUS

January 12, 2000

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Millner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The Parties are committed to resolving sexual harassment issues as early as possible. Therefore the Union shall have the right to appoint or select, on a trial basis, a Sexual Harassment Officer from the bargaining unit membership who has completed the probationary period and who shall attempt to resolve workplace sexual harassment issues on the St. George campus in accordance with Articles 4:02 and 4:05.

The Union acknowledges that the Sexual Harassment Officer has duties to perform on behalf of the Employer and shall not absent herself/himself from such duties unreasonably in order to attend to sexual harassment issues.

Yours truly,



Brian Marshall
Director, Human Resources

LETTER OF INTENT: SICK LEAVE


January 12, 2000

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

During the life of the collective agreement the parties agree to meet and explore constructive ways and means of improving employee attendance. The forum for these discussions shall be the Union/Management Committee.

Yours truly,


Brian Marshall
Director, Human Resources

LETTER OF INTENT: LOCAL UNION PRESIDENT

January 12, 2000

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

Where the President of the Local is employed by the University of Toronto Press and has been granted a full-time leave of absence to serve employees represented by Local 3261, the University shall reimburse the Local on a monthly basis for fifty percent (50%) of the cost of wages and fifty percent (50%) of the Employer-cost of benefits based on the wage and benefit rate of the employee immediately prior to commencing the leave of absence.

Yours truly,



Brian Marshall
Director, Human Resources

LETTER OF INTENT: EMPLOYEES EMPLOYED LESS THAN EIGHT HOURS PER DAY

January 12, 2000

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The following Letter of Intent applies only to Service Worker-Caretaking positions in Facilities and Services, Caretaking Division (St. George Campus).

The parties agree that the number of Service Worker-Caretaking positions with hours of work less than those provided for in Articles 18:01 and 18:02, will not be expanded beyond the current number of such positions as of January 12, 2000. The parties further agree that the seniority of employees shall be first considered among qualified applicants for posted vacant eight (8) hour Service Worker-Caretaking positions. Employees employed in positions less than eight (8) hours per day shall then be given preference for posted eight (8) hour Service Worker-Caretaking positions.

Yours truly,



Brian Marshall
Director, Human Resources

LETTER OF INTENT: CONTRACTING OUT

January 12, 2000

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Millner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

It is agreed that the Employer will not reduce the number of bargaining unit positions existing as of the date of ratification of this agreement due to contracting out. It is agreed the Letter of Intent expires June 29, 2002.

Yours truly,


Brian Marshall
Director, Human Resources

LETTER OF INTENT: REPLACEMENT OF FULL-TIME EMPLOYEES

January 12, 2000

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

It is not the intention of the Employer to hire part-time employees to replace full-time staff in the bargaining unit.

Yours truly,

A handwritten signature in black ink, appearing to read "Brian Marshall".

Brian Marshall
Director, Human Resources

LETTER OF INTENT: MEAL ALLOWANCE FOR FOOD SERVICE EMPLOYEES


January 12, 2000

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

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,


Brian Marshall
Director, Human Resources

LETTER OF INTENT: PROVISIONS OF OFFICE SPACE

January 12, 2000

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

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 and on the building's directory.
- 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, Human Resources

LETTER OF INTENT: EXTENSION OF TEMPORARY EARLY RETIREMENT WINDOW

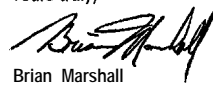
January 12, 2000

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

Effective the date of ratification, the University of Toronto Pension Plan will be amended for members who are active as of such date, to extend the Temporary Early Retirement Window that will expire as of June 30, 2000 until June 30, 2002. The Temporary Early Retirement Window will be extended with the same provisions as currently in effect, with the exception that members who elect to retire under the Temporary Early Retirement Window must retire no later than June 30, 2002.

Yours truly,



Brian Marshall
Director, Human Resources

LETTER OF INTENT: FEE WAIVER FOR DEPENDENTS


January 12, 2000

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

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,


Brian Marshall
Director, Human Resources

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

Students: 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 certification is awarded.

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

Royal Conservatory of Music
School of Continuing Studies
Woodsworth College
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 their decentralized 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 employee's decentralized Human Resources Department.

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