



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, 2004 to June 30, 2006

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COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of December 1, 2004.

- 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 and the Union 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, sexual minority, 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 under Article 4:01 of this Agreement. Harassment based on sex includes:

- (a) Unwanted sexual attention of a persistent or abusive nature, by a person who knows or ought reasonably to know that such attention is unwanted; or
- (b) A course of physical or verbal conduct, or other forms of communications occurring while a member is in the employ of the University or acting on behalf of the University, that is directed at one or more specific individual, that emphasizes the sex or sexual orientation of the individual or those individuals in a manner which the actor knows or ought reasonably to know creates for that individual or those individuals an intimidating, hostile, or offensive working environment and that exceeds the bounds of freedom of expression or academic freedom as they are understood in the University policies and accepted practices, including but not restricted to those explicitly adopted; or
- (c) Implied or expressed promise of reward for complying with a sexually oriented request; or
- (d) Implied or expressed threat or reprisal, in the form of either actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.

4:03 An employee may elect to submit a grievance alleging sexual harassment under the collective agreement or to file a complaint under the University's Sexual Harassment Policy:

- (a) An employee who elects to file a grievance under the collective agreement shall, if he or she wishes, have access to the mediation process in the University's Sexual Harassment Policy prior to Step 1 of the grievance procedure and may be accompanied by a Union representative during the process, if he/she chooses. An employee may withdraw from the mediation process at any time and resume the grievance process. Where the person normally hearing the grievance is the alleged harasser, the grievance shall be automatically forwarded to the next step in the grievance procedure.
- (b) Employees electing to proceed with a complaint under the University's Sexual Harassment Policy shall have the right to be accompanied by a Union representative at any stage of the process.

- (c) The time limit for filing a complaint under the University's Sexual Harassment Policy or a grievance alleging sexual harassment under this collective agreement shall be no longer than six (6) months after the occurrence of the matter which is the subject of the complaint/grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) months.

The provisions of this clause may not be utilized by an employee where the subject matter of the complaint is or has been or becomes the subject of a complaint to the Human Rights Commission under the *Human Rights Code*.

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, classification, address, phone number, and shift 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 17:10 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 and for reasons of seasonal workload fluctuations for periods not to exceed one hundred and twenty (120) working days, except as set out in Article 8:03.

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 inform the Union of the name and term of appointment of each temporary employee. The Employee will also indicate whether they are hired to replace an employee who is absent due to illness or leave of absence. The Employer will provide the Union with a separate list of employees on long-term disability.

- 8:03 Where the Employer decides to fill a vacancy created as a result of an employee's absence due to long-term disability, the position shall be posted as a long-term disability term position which may be filled for up to two (2) years. In the event the position is to continue beyond two (2) years, the position shall be posted in accordance with Article 26:01: Job Posting - Promotional Opportunity.

In the event the employee who is off on long-term disability returns within the two-year period, the employee filling the term position shall revert to his/her former position.

It is agreed that the resultant vacancy created by filling a long-term disability term vacancy does not need to be posted and may be filled by a temporary employee for a period not to exceed two (2) years.

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 Chairperson.

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	12
Caretaking	6
Parking	1
Grounds	1
Campus Services	1
Recycling	1
Mail Services	1
Other (as appointed/selected by the union)	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.

Health and Safety Committee

- 10:07 The University is committed to the prevention of illness through the provision and maintenance of healthy and safe conditions on its premises. The University endeavors to provide a hazard free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programmes and procedures.

The University requires that health and safety be a primary objective in every area of its operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.

The University shall acquaint its employees with such components of legislation, regulations, standards, practises and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community.

The University recognizes the right of workers to be informed about hazards in the workplace to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work where there is an immediate danger to their health and safety or health and safety of others.

The University will continue to respect the functions and guidelines established for the Joint Health and Safety Committee for the duration of the Collective Agreement. It is understood that should there be changes in the applicable legislation, the parties will meet to discuss the implications. All copies of minutes of joint H&S meetings from all campuses will be forwarded to the union office via electronic mail.

It is further agreed that the Union may only submit a grievance should the University unilaterally amend or abrogate the terms of the Joint Health and Safety Agreement, and/or fail to provide adequate paid time off for worker members to carry out their Joint Health and Safety Committee duties as specified in this agreement. Such grievances will be submitted in accordance with the provisions specified under Articles 13 and 14 of the Collective Agreement.

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. The Union will make available a representative within twenty-four (24) hours to attend such a meeting before discipline is imposed. Whether called or not, the Union Office will be advised in writing or electronic mail within two (2) working days (48 hours) of the facts of the disciplinary action and the reason therefor.

The Employer will endeavour to render discipline within fifteen (15) working days of the alleged misconduct or within fifteen (15) days when the Employer is made aware of such alleged offense.

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 Union Office will be advised in writing or electronic mail within two (2) working days (48 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 Union will endeavour to provide a copy of the grievance to the Labour Relations Department. The supervisor shall give his/her answer in writing to the Steward without undue delay, but not more than five (5) 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 five (5) working days of receiving the grievance. Either party may request the presence of the grievor and the Union Steward at the meeting. The Designated Authority shall give his/her answer in writing to the Local Union President without undue delay but not later than five (5) working days after the said meeting.

* Designated Authority (see Schedule XIII)

Step Three

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

Policy or Group Grievance

- 13:07 A grievance of the Employer, or a policy 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 Labour Relations, or his/her designate or to the Local Union President, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The parties shall meet to discuss any such grievance within ten (10) working days, then either party may notify the other party in writing within a further period of five (5) working days, that it intends to proceed to arbitration. Such notification shall contain details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought from an arbitrator or 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 Labour Relations or his/her designate, within eight (8) working days after the discharge. The Director of Labour Relations or his/her designate shall meet with the Local Union President and the grievor within five (5) working days of receipt of the grievance. Either party may request the presence of the grievor, Union Steward, Local Union President and the CUPE National Representative, supervisor or Designated Authority to attend the meeting to present evidence or give assistance in the settlement of the grievance. If the grievance is not settled at this meeting, then either party may notify the other in writing within a further period of five (5) working days after the date of the meeting that it intends to proceed to arbitration as herein before set out.

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 on a quarterly basis, i.e. January, April, July and October of each calendar year.

Loss of Seniority

- 16:04 An employee shall lose all seniority and deemed to be terminated if the employee:
- a) voluntarily quits, resigns or retires 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 unless an extension is agreed to by the Union. For periods of less than one hundred and twenty (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;
 - f) is absent from work for five (5) consecutive working days without notifying the Employer, and 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

- (a) 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 who presents to the Department or Division Head a doctor's certificate or certificate from a midwife stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.
- (b) For employees with thirteen (13) weeks of service or more the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next fifteen (15) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits
- (c) 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. In such cases the employee will be entitled to utilize sick leave in accordance with Article 21 until the actual birth of the baby, the expected date of delivery or the date she intended to start her pregnancy leave as stated in her written notice, whichever comes first. An employee must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.
- (d) 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. 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.
- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's pregnancy leave, provided the employee fulfills any requirements for said continuation.

Parental Leave

17:03

- (a) 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 parent's custody, care and control for the first time. Both parents will be eligible to take a parental leave as follows:
 - i) up to thirty-five (35) weeks of parental leave for birth mothers;
 - ii) up to thirty-seven (37) weeks of parental leave for all other new parents, such as birth fathers, adoptive parents, and same-sex partners.
- (b) For employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother. For other parents, parental leave must commence with fifty-two (52) weeks after the birth or after the child first comes into the custody care, and control of a parent. This provision is not available to employees who have taken Primary Caregiver Leave.
- (c) 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 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.

- (d) 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.
- (e) 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.
- (f) If an employee wishes to change the date of return to work to a later date (of not later than the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- (g) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

Primary Caregiver Leave

17:04

- (a) Primary Caregiver Leave is available to a parent, other than a biological mother, who has the primary responsibility for the care of a child during the eighteen (18) weeks immediately following:
 - i) the birth of a child, or
 - ii) the coming of a child into the custody, care, and control of a parent for the first time.

Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and is available to an employee who will have completed thirteen (13) weeks of service prior to the date of application.

- (b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g., for a father or same-sex parent, because the mother is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).
- (c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.
- (d) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next ten (10) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.
- (e) In the case of an employee on a sessional appointment or whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation.

- 17:05 The requirements established by Employment & Immigration Canada concerning Employment Insurance benefits and Supplemental Employment Benefits (SEB), as they apply to Articles 17:02 and 17:04 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

17:06 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 five (5) 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 fifteen (15) working days per year for each employee to whom such leave is granted.

Full-Time Officer of the Union

17:07

- (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 or his/her designate shall be allowed a leave of absence without pay for the purpose of replacing the Local President during the periods of vacation, short-term emergency or extended illness. The President of the Local shall make a written request for such leave to the Director of Labour Relations. Such leave of absence shall not be unreasonably withheld.
- (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 17:07, 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 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 wage differential resulting from such higher classification. The union shall reimburse the Employee for 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

17:08 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

17:09

- (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 17:07 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

17:10 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 17:07 in that seniority shall continue for the full period of the aforementioned leave.

ARTICLE 18: HOURS OF WORK AND OVERTIME

- 18:01 There shall be no guarantee of hours of work per day or week.
- 18:02 Employees 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 regularly scheduled hours per day or hours per week.

This provision shall not apply to employees who regularly work less than thirty-seven and one-half (37½) hours per week 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. Regardless employees will be entitled to overtime after having worked over forty (40) hours per week.

- 18:03 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.
- 18:04 All employees covered by this Agreement shall be paid for all overtime hours worked in excess of the regular scheduled hours of work on Sunday at the rate of two (2) times the regular hourly rate.
- 18:05 All employees covered by this Agreement shall be paid for all work performed on the seventh (7th) consecutive day worked at the rate of two (2) times the regular hourly rate.

Callback

- 18:06 Employees who are called back to work after completing their regular shift and who had left their place of work, will receive a minimum of four (4) hours at the rate of time-and-one-half (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 - Snow Removal

- 18:07 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.

The University will establish a standby schedule for snow removal during the winter months.

Overtime Distribution

18:08 Overtime distribution shall be governed by the appropriate work jurisdiction or department of the foreperson 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. Overtime that is offered but is refused by an employee shall be counted as having been worked for the purposes of establishing records.

Except for emergencies, overtime will first be offered to regular full-time employees normally performing the work in that classification. 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

18:09 An employee is entitled to a fifteen (15) minute rest period for every three (3) hours scheduled. Such rest period shall be taken during the three (3) hour period.

Shift Premiums

18:10 (a) All employees with the exception of those employed in Food Service operations shall be paid a shift premium of fifty (50) 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 fifty (50) 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.

18:11 All employees shall be paid a shift premium of sixty (60) 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

18:12 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

18:13 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 dividing 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 taking into consideration operational requirements, 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. The Employer reserves the authority to designate vacation periods in a manner consistent with efficient operations of the University.

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:

<i>Vacation Entitlement Length of Continuous Service as of July 1st</i>	<i>Vacation Adjustment (Length of Vacation with Pay at Regular Hourly Rate)</i>	<i>Based on a Percentage of Overtime and Shift Premium Earnings</i>
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 by the employee as early as possible but not later than one (1) hour prior to the scheduled shift of the probable date when that employee is able to return to work and at a contact number which the employee may be reached.

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. The Employer will only accept original medical certificates verified by a legally qualified and licensed medical practitioner that indicates first day of illness or injury, if known, first treatment date, and the expected return to work date, if known. The employee may with notice to the immediate supervisor, provide a faxed copy of the medical certificate in advance of her/his return to work. The original copy of the said certificate must be provided immediately upon the employee's return to work.

Records

21:08 A record of all used sick leave shall be kept by the Employer. In the event that the Employer wishes to meet with an employee to discuss her/his sick leave record, the employee will be permitted to have a union steward present upon the request of the employee.

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.

Expiry of Sick Leave Benefits

21:15 The Employer will notify the Union of bargaining unit employees whose sick leave has expired and who are not in receipt of long-term disability (LTD) or Workplace Safety and Insurance Board (WSIB) benefits and whether they have a return to work plan. The Union will receive a copy of all return to work plans.

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.

“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 Where the Employer decides to fill a vacancy in the bargaining unit on an ongoing continued basis, the Employer first will post notice of the said position for a period of six (6) working days. Jobs shall be posted on seven (7) locked bulletin boards* which shall be located as set out below as well as posted in all local Human Resources offices, and on the University's website. A copy shall be sent to the Local Union President, 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. The Employer shall select the most qualified applicant for the position taking into account factors such as qualifications, skills, abilities and previous relevant experience. Where the factors are equal as between two or more candidates, primary consideration will be the seniority of the applicant(s). 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.

*Medical Sciences Building, Sidney Smith Hall, Warren Stevens Building, Hart House, Robarts Library, University of Toronto at Scarborough, and the University of Toronto at Mississauga.

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: LATERAL TRANSFERS

27:01

(a) Lateral Transfers

Notwithstanding article 26:01, if among the pool of candidates for the posted position there is an individual who is:

- (i) In the same job classification;
- (ii) Working on the same campus;
- (iii) Working on another shift and/or working fewer hours; and
- (iv) Has the skills and qualifications to perform the work satisfactorily

The position shall be awarded to this candidate.

In the event that two (2) or more candidates meet the above criteria, the candidate with the greater seniority shall be awarded the position.

For clarity, lateral transfer will be interpreted to mean transfer to a job at the same or lower classification.

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 newly-hired, promoted, transferred, or has displaced another employee 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 and the Union at least ten (10) working days in advance of a permanent reassignment 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 change the scheduled days presently worked, an affected employee may displace another employee with the least seniority in the same or lower classification who is working on the same shift, but who is not being reassigned. 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.

For clarity, there are three (3) shifts: days, evenings, and nights (e.g., a Monday to Friday day shift, a Tuesday to Saturday day shift, or a Wednesday to Sunday day shift are considered the same shift).

Shift Reassignment

27:07 Prior to the implementation of a new shift or schedule, the Employer will notify the Union and will meet with the Union to discuss the implementation of the new shift if requested by the Union.

ARTICLE 28: TEMPORARILY 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.

28:02 An employee may be temporarily assigned to work in a job at a higher classification for periods of up to one (1) year. The University will post the position should the temporary assignment continue beyond one (1) year.

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 during the life of the collective agreement, i.e. from July 1st to June 30th, 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 responsibilities. It is agreed that any employee who was hired as of the date of ratification of this renewal collective agreement 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.

Work Done by Supervisors or Non-Bargaining Unit Employees

32:02 Employees who are not in the bargaining unit will not regularly perform the duties normally carried out by those employees who are covered by this Agreement, except for the purposes of instructions, experimenting, investigation, or in emergencies when regular employees are not available.

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, Labour Relations 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, 22 Orde St., Toronto, Ontario, M5T 1N7.
- 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 Labour Relations 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, 2002 for the term of this Agreement.

Electronic Transfer of Wages

- 37:02 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 employees 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.

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.

Where the Employer issues clothing including protective clothing, the wearing of the same shall be a condition of employment.

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. The wearing of the same shall be a condition of employment.

ARTICLE 42: CHANGE IN BENEFIT PLANS/CARRIER

42:01 The Union agrees that the University can change the benefit plans and/or carriers for the benefits in Schedules "IV to IX" on prior notice to and discussion with the Union and provided the level of benefits coverage is not diminished.

ARTICLE 43: PRINTING OF THE AGREEMENT

43:01 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 an electronic copy and 50 printed copies of the Agreement.

ARTICLE 44: DURATION AND MODIFICATION OF AGREEMENT

44:01 This Agreement shall continue in effect until June 30, 2006 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.

44:02 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 December 01, 2004.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Vice-President, Human Resources & Equity

Secretary of Governing Council

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261 BY:

National Representative

President

SCHEDULE I: WAGES AND HOURS OF WORK - July 1, 2004

<u>Classification</u>	<u>Job Codes</u>	<u>Regular Hours of Work</u>	<u>Wage Rate</u>	<u>Probationary/ Temporary Wage Rate</u>
Arena and Stadium Operator	447	40	\$17.58	\$15.82
Athletic Facility Assistant	150	40	16.54	14.89
Building Patrol I	135	40	15.99	14.39
Building Patrol II	85	40	15.90	14.32
Bus Driver	137	40	16.22	14.61
Cafeteria Worker (includes Cashier)	126-sess, 131	40	15.90	14.32
Campus Service Technician I	162	40	17.10	15.40
Campus Service Technician II	163	40	18.76	16.87
Caretaker	139	40	17.01	15.30
Carpet Shampoo Worker	145	40	16.67	15.01
Cashier	127-sess	40	15.44	13.89
Cement and Brick Restorer	187	40	18.62	16.76
Chef	95	40	21.55	19.39
Cook	129-sess, 151	40	16.11	14.50
Disability Service Driver	154	40	16.22	14.61
Elevator Mechanic	454	37.5	31.17	28.05
Apprentice Elevator Mechanic - 1 st Term	451	37.5	15.58	14.02
Apprentice Elevator Mechanic - 2 nd Term	451	37.5	18.69	16.83
Apprentice Elevator Mechanic - 3 rd Term	451	37.5	21.82	19.62
Apprentice Elevator Mechanic - 4 th Term	451	37.5	26.49	23.84
Grounds Mechanic	82	40	18.62	16.76
Head Cook	130-sess	40	17.01	15.30
Housemaid	180	40	15.90	14.32
Division of Laboratory Animal Science				
Laboratory Animal Technician II	248	37.5	17.03	15.32
Laboratory Animal Technician III	249	37.5	17.70	15.92
Zoology, Psychology, U of T @ Scarborough and Mississauga				
Laboratory Animal Technician II	248	40	17.03	15.32
Laboratory Animal Technician III	249	40	17.70	15.92
Landscape Technician	165	40	18.62	16.76
Landscape Technician I	468	40	16.21	14.60
Landscape Technician II	469	40	17.58	15.82
Lead Hand Athletic Service Attendant	121	40	16.72	15.05
Lead Hand Cafeteria Worker (includes Cashier)	128-sess, 132	40	17.01	15.30
Lead Hand Caretaker	215	40	17.01	15.30
Lead Hand Elevator Mechanic	450	37.5	34.24	30.82
Lead Hand Maintenance Worker	217	40	16.93	15.24
Lead Hand Recycling Worker	175	40	17.53	15.78
Lead Hand Utility Driver	460	40	17.10	15.39
Light Equipment Operator	74	40	16.21	14.60
Maintenance Technician	140	40	17.46	15.72
Maintenance Worker I	185	40	16.63	14.98
Maintenance Worker II	186	40	16.11	14.50
Parking Control Officer	226	40	17.58	15.82
Parking Lot Attendant	225	40	15.90	14.32
Pipe Insulation Technician	457	40	20.63	18.57

Schedule I: WAGES AND HOURS OF WORK - JULY 1, 2004 (CONTINUED)

<u>Classification</u>	<u>Job Codes</u>	<u>Regular Hours of Work</u>	<u>Wage Rate</u>	<u>Probationary/ Temporary Wage Rate</u>
Radiation Technician I	449	40	15.77	14.91
Radiation Technician II	218	40	19.17	17.25
Recycling Worker	174	40	16.34	14.71
Resident Custodian	107	40	14.23	12.81
Service Worker (Anatomy)	146	40	16.67	15.01
Service Worker - Caretaking	453	40	16.04	14.43
Service Worker - Grounds	169	40	15.90	14.32
Service Worker II	170	40	15.44	14.43
Service Worker III	171	40	15.44	14.43
Sous Chef	455	40	18.62	16.76
Stores Technician I	98	40	15.42	13.87
Stores Technician II	219	40	16.22	14.61
Stores Technician III	220	40	17.56	15.80
Stores Technician IV	221	40	18.76	16.87
Utility Driver/Grounds Maintenance	172	40	16.67	15.01
Veterinary Technologist I	250	37.5	19.41	17.46
Veterinary Technologist II	251	37.5	20.98	18.88
Veterinary Technologist III	252	37.5	22.32	20.10
Working Foreperson - Grounds	448	40	20.63	18.57

Notes: 1. Regular Hours of Work are indicated for the sole purpose of determining when overtime hours shall commence.

2. Regular hours of work as shown are not a guarantee of hours of work per day or per week.

SCHEDULE I: WAGES AND HOURS OF WORK - July 1, 2005

<u>Classification</u>	<u>Job Codes</u>	<u>Regular Hours of Work</u>	<u>Wage Rate</u>	<u>Probationary/ Temporary Wage Rate</u>
Arena and Stadium Operator	447	40	\$17.93	\$16.14
Athletic Facility Assistant	150	40	16.87	15.19
Building Patrol I	135	40	16.31	14.68
Building Patrol II	137	40	16.22	14.61
Bus Driver	85	40	16.54	14.90
Cafeteria Worker (includes Cashier)	126-sess, 131	40	16.22	14.61
Campus Service Technician I	162	40	17.44	15.71
Campus Service Technician II	163	40	19.14	17.21
Caretaker	139	40	17.35	15.61
Carpet Shampoo Worker	145	40	17.00	15.31
Cashier	127-sess	40	15.75	14.17
Cement and Brick Restorer	187	40	18.99	17.10
Chef	95	40	21.98	19.78
Cook	129-sess, 151	40	16.43	14.79
Disability Service Driver	154	40	16.54	14.90
Elevator Mechanic	454	37.5	31.79	28.61
Apprentice Elevator Mechanic - 1 st Term	451	37.5	15.89	14.30
Apprentice Elevator Mechanic - 2 nd Term	451	37.5	19.06	17.17
Apprentice Elevator Mechanic - 3 rd Term	451	37.5	22.26	20.01
Apprentice Elevator Mechanic - 4 th Term	451	37.5	27.02	24.32
Grounds Mechanic	82	40	18.99	17.10
Head Cook	130-sess	40	17.35	15.61
Housemaid	180	40	16.22	14.61
Division of Laboratory Animal Science				
Laboratory Animal Technician II	248	37.5	17.37	15.63
Laboratory Animal Technician III	249	37.5	18.05	16.24
Zoology, Psychology, U of T @ Scarborough and Mississauga				
Laboratory Animal Technician II	248	40	17.37	15.63
Laboratory Animal Technician III	249	40	18.05	16.24
Landscape Technician	165	40	18.99	17.10
Landscape Technician I	468	40	16.53	14.89
Landscape Technician II	469	40	17.93	16.14
Lead Hand Athletic Service Attendant	121	40	17.05	15.35
Lead Hand Cafeteria Worker (includes Cashier)	128-sess, 132	40	17.35	15.61
Lead Hand Caretaker	215	40	17.35	15.61
Lead Hand Elevator Mechanic	450	37.5	34.92	31.44
Lead Hand Maintenance Worker	217	40	17.27	15.54
Lead Hand Recycling Worker	175	40	17.88	16.10
Lead Hand Utility Driver	460	40	17.44	15.70
Light Equipment Operator	74	40	16.53	14.89
Maintenance Technician	140	40	17.81	16.03
Maintenance Worker I	185	40	16.96	15.28
Maintenance Worker II	186	40	16.43	14.79
Parking Control Officer	226	40	17.93	16.14
Parking Lot Attendant	225	40	16.22	14.61
Pipe Insulation Technician	457	40	21.04	18.94

SCHEDULE I: WAGES AND HOURS OF WORK - July 1, 2005 (Continued)

<u>Classification</u>	<u>Job Codes</u>	<u>Regular Hours of Work</u>	<u>Wage Rate</u>	<u>Probationary/ Temporary Wage Rate</u>
Radiation Technician I	449	40	16.09	14.47
Radiation Technician II	218	40	19.55	17.60
Recycling Worker	174	40	16.67	15.00
Resident Custodian	107	40	14.51	13.07
Service Worker (Anatomy)	146	40	17.00	15.31
Service Worker - Caretaking	453	40	16.36	14.72
Service Worker - Grounds	169	40	16.22	14.61
Service Worker II	170	40	15.75	14.72
Service Worker III	171	40	15.75	14.72
Sous Chef	455	40	18.99	17.10
Stores Technician I	98	40	15.73	14.15
Stores Technician II	219	40	16.54	14.90
Stores Technician III	220	40	17.91	16.12
Stores Technician IV	221	40	19.14	17.21
Utility Driver/Grounds Maintenance	172	40	17.00	15.31
Veterinary Technologist I	250	37.5	19.80	17.81
Veterinary Technologist II	251	37.5	21.40	19.26
Veterinary Technologist III	252	37.5	22.77	20.50
Working Foreperson - Grounds	448	40	21.04	18.94

Notes: 1. Regular Hours of Work are indicated for the sole purpose of determining when overtime hours shall commence.

2. Regular hours of work as shown are not a guarantee of hours of work per day or per week.

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 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. Increased to one hundred and seventy-five (175) dollars effective July 1, 2003.
- 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, Animal Care Staff & Elevator Mechanic Helpers	2 shirts & 2 pants; or 2 dresses; or 2 coveralls
Grounds and Arena Staff	2 long sleeved shirts 2 short sleeved shirts 2 winter pants 2 summer pants 1 spring jacket
Building Patrol & Shipper/Driver (Mississauga and Scarborough Staff)	1 jacket 2 long sleeved shirts 2 short sleeved shirts 2 pants
Parking Staff	1 jacket 2 long sleeved shirts 2 short sleeved shirts 2 winter pants 2 summer pants 1 tie 1 cap 1 belt
Radiation Worker Staff	2 laboratory coats 2 long sleeved shirts 2 short sleeved shirts 2 pants

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

- parkas
- winter hats
- mittens/gloves, and
- rubber boots

Clothing will be replaced as required.

SCHEDULE XI: SAFETY SHOE OR BOOT ALLOWANCE

Where the Employer requires safety shoes or boots to be worn as a condition of employment, the Employer will pay to the employee a safety shoe or boot allowance of one hundred (100) dollars annually. Effective July 1, 2003 the Employer will pay to the employee a safety shoe or boot allowance of one hundred and twenty-five (125) dollars.

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 18:04 and 18:05 of this Agreement may be waived where a work schedule is arrived at by mutual agreement which would trigger either Article 18:04 and/or Article 18:05.

MEMORANDUM OF AGREEMENT: PENSION PLAN

Early Retirement Window

The University agrees to extend the early retirement window to June 30, 2005.

A "bridge benefit" will be payable under the early retirement window equal to:

0.5 percent of HIGHEST AVERAGE EARNINGS up to average CPP maximum salary
Times

Pensionable service

Reduced by

Three (3) percent for each year (prorated for partial years) that the early retirement date precedes the first of the month following age sixty (60).

The bridge benefit is payable until the earlier of the first of the month in which the participant reaches age sixty-five (65) or the first month in which the participant dies.

Retirees

Additional Lifetime Pension for Pensioners who Retired up to and Including June 30, 1996

For eligible pensioners under the University of Toronto Pension Plan who retired from the University up to and including June 30, 1996, pension benefits will be recalculated by using a benefit rate of 1.3 percent on highest average salary up to the average CPP maximum salary, instead of 1.0 percent used in the original calculation. For those pensioners with part-time service before July 1, 1987, the pension earned for this service, which was calculated under a different formula, will be increased by thirty (30) percent. The additional pension resulting from the recalculation will be payable starting July 1, 2002.

LETTER OF INTENT: GRIEVANCE MEDIATION

December 01, 2004

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 800
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,

Mary Ann Ross
Director, Labour Relations

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

December 01, 2004

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The following Letter of Intent applies only to Service Worker - Caretaking position 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 eight (8) hours per day shall not exceed a total of fifty-five (55) employees at any one time during the life of this collective agreement.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: SICK LEAVE

December 01, 2004

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 800
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,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: WORKPLACE ACCOMMODATION/LONG-TERM DISABILITY AND RETURN TO WORK

December 01, 2004

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The University and the Union agree to form a Joint Accommodation/Long-Term Disability and Return to Work Committee to address ways to improve and expedite accommodation/long-term disability and return to work issues for CUPE, Local 3261 full-time bargaining unit members. The committee will be comprised of three (3) representatives of the Union and three (3) representatives of the University, and will be co-chaired.

It is understood by the parties that individual cases or situations will not be dealt with by this committee.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: PENSION INFORMATION

December 01, 2004

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The University will provide to the Union all information as required under the *Pension Benefits Act of Ontario*. Such information will be provided in a timely fashion, and shall include plan documentation, plan amendments, actuarial reports and financial statements.

If requested by the Union, it is agreed that the University shall meet with representatives of CUPE within three (3) months of providing such information to discuss the material and answer questions concerning the Pension Plan.

It is also agreed that the University will conduct pension information sessions for the bargaining unit membership annually during the life of this agreement.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: LOCAL UNION PRESIDENT

December 01, 2004

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

It is agreed that during the life of the collective agreement 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 one hundred (100) percent of the cost of wages and one hundred (100) percent of the Employer-cost of benefits based on the wage and benefit rate of the employee immediately prior to commencing the leave of absence in accordance with Article 17:07.

It is also agreed that for the life of the collective agreement the President will also be entitled to the education assistance benefit for CUPE, Local 3261 full-time staff of the University as set out in the Letter of Intent on Educational Assistance.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: MEAL ALLOWANCE FOR FOOD SERVICE EMPLOYEES

December 01, 2004

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 800
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,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: PROVISIONS OF OFFICE SPACE

December 01, 2004

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 800
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,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: NEW BUILDINGS

December 01, 2004

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The University is prepared, for the life of this collective agreement, to continue its current practice with respect to how and by whom cleaning services will be provided in newly built or acquired buildings. The University of Toronto will award service contracts for such work on the basis of the University's current policies and practices using criteria that include, but are not limited to, cost and quality of work.

It is not the intention of the University to restrict or limit the growth of the bargaining unit to existing buildings.

The University shall inform the Union of any significant construction or building acquisitions potentially impacting the bargaining unit. Upon receipt of such notice, the Union may request a Union/ Management meeting in order to discuss the matter.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: JOB CLASS SPECIFICATIONS

December 01, 2004

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The Employer and the Union agree that a joint committee consisting of four (4) members from the University and four (4) from the Union will meet within three (3) months of ratification of the collective agreement to discuss, as per Article 26:02, the changes to the job class specifications presented during the course of negotiations.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: TUITION WAIVER FOR DEPENDENTS

December 01, 2004

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 800
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 Tuition Waiver for Dependents Policy attached hereto. It is agreed that the University may amend the aforesaid Policy from time to time.

Yours truly,

Mary Ann Ross
Director, Labour Relations

INTRODUCTION

In order to assist staff members who have dependents or a spouse or partner who wish to pursue University studies, towards their first undergraduate degree or certificate, the University will extend a waiver of the academic tuition fee for specific University of Toronto programs.

TERMS OF REFERENCE

An eligible spouse, partner, or 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 waiver.

For the purposes of this policy:

- Dependent shall include the natural, legally adopted, step or foster child of the employee or spouse, who is not engaged in active employment and is dependent on the employee or spouse for financial support, and is under the age of 25;
- Spouse or partner shall include legally married spouse or domestic partner including same sex partner 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:

- All administrative, union and non-union staff members of the University, full-time or part-time of 25% or more, or sessionals. In the case of part-time staff members, the benefit will be pro-rated in accordance with the part-time appointment.
- Dependent, spouse or partner proceeding towards a degree or first certificate in a qualifying programme (not special students).
- Staff members on approved leave of absence who have a commitment to return to their job, who are maintaining enrolment in all benefit programs.

PROVISIONS

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 academic tuition fee waiver is applicable to programs, which lead to a first undergraduate degree or certificate, and which do not require prior undergraduate preparation since admission is normally gained directly from high school to the program of study. In cases where the program requires undergraduate preparation, only the undergraduate courses taken as part of the preparation are eligible.

Programmes in the following areas are also not eligible:

Royal Conservatory of Music
School of Continuing Studies
Woodsworth College diplomas
Transitional Year Programme
Pre-University Programme

Where a student receives a scholarship, which provides for the payment of fees, the terms of this scholarship will apply prior to any waiver of tuition under this policy.

Questions concerning this policy should be directed to the appropriate Human Resources Office or the Pensions & Benefits section of the Human Resources Department.

The value of the tuition waiver under this provision is a taxable benefit to the employee.

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.

LETTER OF INTENT: EDUCATIONAL ASSISTANCE

December 01, 2004

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 3261
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The University agrees that employees in the bargaining unit shall be entitled to the benefits of the Educational Assistance Policy attach hereto.

Yours truly,

Mary Ann Ross
Director, Labour Relations

INTRODUCTION

In keeping with its policy objective to provide staff members with opportunities for personal development and establish a working environment that will encourage them to develop their abilities, the University has designed this practice on Educational Assistance. Its provisions define the extent to which the University will financially assist staff to further their formal education.

TERMS OF REFERENCE

Qualifying staff members referred to below are those staff who are eligible in terms of University service (described under ELIGIBILITY) and have academic acceptability by the Faculty, School, Centre, etc., from whom the course is to be taken and the approval of the Department Head before beginning the courses as described under PROCEDURES.

ELIGIBILITY

Bargaining Unit employees whether full-time, part-time of twenty-five (25) percent or more, or sessional are eligible. In the case of part-time staff members for the first three years' continuous service, the funding is prorated in accordance with the part-time appointment.

PROVISIONS

1. One hundred (100) Percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking on a part-time basis:

- a) a University of Toronto or Ontario Institute for Studies in Education degree course, up to and including the Master's level (excluding deregulated programs), or
- b) a diploma or certificate program offered through Woodsworth College, or
- c) those courses offered by the School of Continuing Studies in which enrollment is not limited to defined constituencies normally outside the University community or for which substantially higher than average fees are charged.

Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Department Head is obtained and alternative work arrangements are made.

2. Fifty (50) Percent Tuition Reimbursed

Fifty (50) percent of tuition fees will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution (other than those in 1. above). Such courses should be taken on the staff member's own time, after normal working hours and must be either:

- a) Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire, or
- b) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of his/her present job or directly related to his/her potential career. Individual courses, even though unrelated, will qualify provided they are part of an eligible certificate, diploma or degree program.

- c) The University agrees to provide to employees in the bargaining unit who have successfully completed their probationary periods in accordance with the collective agreement, the benefits of the University's Educational Assistance Policy for Administrative non-union staff, as attached hereto. It is agreed that the University may amend the aforesaid Policy from time to time.

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