

SOURCE	L.M.C.		
EFF.	10	20	71
TERM.	7/1/96		30/6/99
No. OF EMPLOYEES	180		
NOMBRE D'EMPLOYÉS	180		



COLLECTIVE AGREEMENT

- BETWEEN -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1230 (FULL-TIME)

Term of Agreement: July 1, 1996 to June 30, 1999

2003 10 10 11:00 AM

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COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of June 13, 1997.

- between -

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

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1230 (Full-Time)
(hereinafter called "the Union")

RECOGNITION AND COVERAGE

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

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

The words "employee" or "employees" used in this Agreement shall mean any or all of the full-time regular employees in the bargaining unit except where the context otherwise provides.

GENERAL PURPOSE

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

RESERVATION OF MANAGEMENT RIGHTS

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

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

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

NO STRIKES OR LOCKOUTS

- 4:01 The Employer undertakes that there will not be a lockout as defined in the *Labour Relations Act* during the term of this Agreement. The Union undertakes that there will be no strike as defined in the *Labour Relations Act* during the term of this Agreement.

NO DISCRIMINATION

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

Sexual Harassment

- 5:02 Sexual harassment shall be considered discrimination under Article 5:01 of this collective agreement.

For the purpose of this collective agreement, "sexual harassment" means:

- 1) Making submission to an unsolicited sexual advance or solicitation expressly or by implication, a term or condition of an employee's right to or continuation of or advancement in employment;

and/or

- 2) Using or threatening to make use of rejection of an unsolicited sexual advance or solicitation as a basis for employment decisions affecting the employee;

and/or

- 3) Physical conduct, occurring either on the Employer's premises or in the pursuance of a University activity or business, which **emphasizes** the sex or sexual orientation of one or more employees in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile, or offensive working environment;

and/or

- 4) Verbal conduct or other forms of communication occurring either on the Employer's premises or in pursuit of a University activity or business:

that is directed at one or **more** specific employees,

that **emphasizes** the sex or sexual orientation of that employee or those employees which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile, or offensive working environment,

that exceeds the bounds of freedom of expression or academic freedom as these are understood in University policies and accepted practices, including but not restricted to those explicitly adopted.

- 5:03 An employee may elect to submit a grievance alleging sexual harassment under the collective agreement or to file a complaint under the Employer's Sexual Harassment Policy. In either case, the time period for filing shall be no longer than six (6) months.

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

NEGOTIATING COMMITTEE

General

- 6:01 For the purpose of negotiations between the parties and as provided in and pursuant to Articles 6:02 and 36:02, the Employer shall recognize a negotiating committee of the Union composed of not more than four (4) employees of the Library who are members of Local 1230.

National Representative

- 6:02 The negotiating committee shall be entitled to have present and be represented by a representative of the Canadian Union of Public Employees at all negotiation meetings between the Union and the Employer which are held pursuant to Article 36:02.

Time Off

- 6:03 The employees constituting the Union bargaining committee shall be given time off during working hours without loss of pay while actually attending such negotiation meetings with the Employer. Employees constituting the Union bargaining committee shall each be granted as preparation time one-half (1/2) day off with pay for each year of the term of the collective agreement to be renewed.

UNION LEAVE

- 7:01 Up to a total of five (5) days per month with pay will be granted as union leave to union officials as designated by the Union for the purpose of conducting union business pertaining to either the full-time or part-time bargaining units. Arrangements for such time off shall be made by the Library Manager of Personnel **Services** in consultation with the President. It is agreed and understood that such leave shall be used exclusively for the business of the Library bargaining units. If not used, no portion of this leave may be carried over to the next month.
- 7:02 The Employer agrees that the President, the Chief Union Steward and the Steward involved in the processing of the grievance shall not suffer any loss of pay or benefits for the time involved attending arbitration hearings. It is understood no payment for time lost shall be made for attendance at such hearings to the grievor or Union witnesses.

UNION REPRESENTATION -- STEWARDS AND CHIEF UNION STEWARD

- 8:01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper **authorization** of the Union or as established by this Agreement. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 8:02 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards who are employees of the Library, whose duties shall be to assist any employee whom the Steward represents in preparing and in presenting the employee's grievance in accordance with the grievance procedure.
- 8:03 Stewards will request leave from their supervisor before leaving their work assignment to deal with a grievance, and will report back to their supervisor on returning to work. The Union acknowledges that the Union Stewards have ongoing duties to perform for the Employer, and undertakes that Stewards will not absent themselves unreasonably in attending to grievances of employees. In consideration of the Union's acknowledgement and undertaking, the cost of compensating Stewards for time spent in handling grievances of employees will be borne by the Employer. Such compensation shall not extend beyond normal working hours.
- 8:04 The Union shall notify the Employer in writing of the name of each Steward and the department(s) each represents, **the** Chief Union Steward and the Stewards-at-Large before the Employer shall be required to **recognize** them. In the event that a Steward is not available, or that there is no Steward for a department, then a Steward-at Large shall be **authorized** to act.
- 8:05 The department(s) covered by each Steward shall be listed in Appendix "A" of this Agreement. One **(1)** Steward will be appointed by the Union as Chief Steward.
- 8:06 It is acknowledged **that the** Stewards shall have completed the probationary period prior to their appointment.
- 8:07 The Employer agrees that Stewards-at-Large or the Chief Union Steward or the President of the Local shall be given the opportunity of interviewing each new employee once, during the probationary period, for the purpose of informing such employees of the existence of the Union at the Library. Where there are a number of employees to be interviewed, it is agreed that it shall be done on a group basis. The Employer shall advise the Union of the names of the persons to be interviewed, and the time and place for such interview, the duration of which shall be reasonable but not more than sixty **(60)** minutes. A copy of the most recent collective agreement shall be provided to each new employee when the employee reports to the Library Manager of Personnel Services to sign all appropriate induction documents,

DISCIPLINARY INTERVIEW

Union Representation

9:01 When an employee is summoned to the supervisor's office for an interview concerning discipline or conduct or unsatisfactory work performance, or for an interview or meeting or discussion including matters under investigation which may lead to discipline, the supervisor will inform the employee of the employee's right to have a Union Steward present prior to discussing the matter with the employee. The **Employer** will arrange for a Union Steward to be present without undue delay and without further discussion of the matter. The Union Steward shall be present during any such interview unless the employee requests otherwise and completes Appendix "B" to so indicate in the presence of the Union Steward. Whether or not the Steward is present, if discipline results a contact form will be completed and given to the employee. The Employer will supply a copy to the Union within forty-eight (48) hours of the meeting.

Unless a contact form is so issued, no disciplinary action will be considered to be recorded. At the employee's request, the Employer shall supply a copy of any document relevant to the matter in question in the employee's personnel file.

Record of Disciplinary Action

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

SUSPENSION OR DISCHARGE NOTIFICATION

10:01 An employee who has **been** suspended or discharged shall be advised in writing by the Library Manager of Personnel Services of the reason therefor. The Steward will be advised in writing within one (1) working day (24 hours) of the fact of suspension or discharge and the reason therefor.

GRIEVANCE PROCEDURE

11:01 An employee having a grievance arising out of the interpretation, application, administration, **or** alleged violation of the **collective agreement** 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 the employee's supervisor, who will attempt to adjust it.

Step One

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

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

Step Two

11:03 If the grievance is not settled at Step One, the written grievance may be referred to the Library Manager of Personnel Services by the Chief Union Steward within five (5) working days after receiving the answer in writing. A meeting shall be arranged between the Department Head and the Chief Union Steward within three (3) working days of receiving the grievance. The Department Head shall reply in writing to the Chief Union Steward as soon as possible but not later than ten (10) working days if the grievance is not settled at this meeting.

Step Three

11:04 If the grievance is not settled at Step Two, the written grievance may be referred to the Director of Labour Relations, by the National Representative of the Union, or his/her designate, within five (5) working days of the Chief Steward having received an answer in writing from the Department Head. The Director of Labour Relations or his/her designate together with the Chief Librarian or her/his designate shall meet with the National Representative of the Union or his/her designate 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 reply in writing within five (5) working days if the grievance is not settled at this meeting.

Staff Changes Grievance

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

Technological Changes Grievance

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

Job Classification Grievance

11:07 Any grievance alleging improper classification must be submitted by the employee to the Library Manager of Personnel Services in writing on a Job Classification Grievance form (Appendix "D") signed by the employee. If the Library Manager of Personnel Services believes that there is good reason to audit the position, a member of the aforementioned's staff shall conduct an audit prior to arranging a meeting with the Chief Union Steward. A meeting shall be arranged between the Chief Union Steward and the Library Manager of Personnel Services within thirty (30) working days of receiving the grievance, if an audit is to be done, or within ten (10) working days of receiving the grievance, if no audit is to be done.

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

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

- 11:08 Any settlement of a grievance under the aforesaid provisions shall be limited to the period of time actually worked from the date of the filing of the grievance.

Discipline Grievance

- 11:09 An employee having a grievance alleging improper discipline may file the grievance in accordance with Article 11:03 of the collective agreement within fifteen (15) days after receipt of the contact form referred to in Article 9:01.

DISCHARGE GRIEVANCE

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

POLICY OR GROUP GRIEVANCE

- 13:01 A grievance of the Employer, or a policy or group grievance of the Union which is distinguished from an individual employee's grievance, must be sent by registered mail or be personally delivered to the Director of Labour Relations, or to the National Representative of the Union, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The Director of Labour Relations or his/her designate together with the Chief Librarian or her/his designate, shall meet with the National Representative of the Union or his/her designate, within ten (10) working days. If the grievance is not settled at this meeting then either party may notify the other party in writing within a further period of five (5) working days that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought at arbitration.

ARBITRATION

- 14:01 If the grievance is not settled at Step Three, either party may notify the other within a further period of ten (10) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitration board or a single arbitrator. In the case of a board of arbitration 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 the party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice. The two nominees appointed shall attempt to select a Chairperson for the board, but if they are unable to agree upon the selection within a period of ten (10) working days after the appointment of the second nominee, either of the nominees shall then have the right to request the Minister of Labour to appoint a Chairperson for the arbitration board.

- 14:02 Alternatively the parties may by mutual agreement agree that the grievance shall be referred to a single arbitrator. The single arbitrator unless otherwise agreed upon by the parties shall be selected on a rotating basis from an agreed upon list of arbitrators.

In the event that the arbitrator selected is unable to hear the grievance within sixty (60) calendar days after the grievance has been referred to him or her the grievance will be referred to the next arbitrator in line.

Arbitration Expenses

- 14:03 Each party shall bear the expenses of its own nominee to an arbitration board and the parties shall jointly and equally bear the fees and expenses of the Chairperson, or single Arbitrator as the case may be.

Authority of the Arbitration Board or Arbitrator to Deal with Disciplinary or Discharge Grievances

- 14:04 In the event a board of arbitration or single arbitrator deals with a matter relating to discharge, suspension or disciplinary action, then the board or single arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award it may deem just and reasonable which would be consistent with the terms of the Agreement.

General Authority of the Arbitration Board or Single Arbitrator

- 14:05 Any board of arbitration or single 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 arbitration board or single arbitrator shall be strictly confined to dealing with the issue in dispute within the confines of the Agreement between the parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the board of arbitration or single arbitrator 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 Chairperson shall constitute the final and binding decision of the board.

TIME LIMITS -- DAYS EXCLUDED

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

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

PROBATIONARY EMPLOYEES

- 16:01 New employees will be considered as probationary employees until after they have worked for a total of ninety (90) days for the Employer.
- 16:02 During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The Employer may discharge an employee at any time during the probationary period at the sole discretion of the Employer. In the event an employee is discharged, the employee shall be entitled to submit a grievance under Article 12:01 of the collective agreement.
- 16:03 Employees who have transferred from the part-time bargaining unit and were employed in the classification of Regular Part-Time employee and have worked for the Employer as a Regular Part-Time employee for not less than six hundred and fifty-three (653) hours shall be deemed to have completed the probationary period specified in the full-time collective agreement. Such employees will be governed by the provisions of Article 24:02 upon their employment in the full-time bargaining unit.

SENIORITY

- 17:01 Seniority is defined as the length of service in the full-time bargaining unit or as defined in Articles 17:04 or 17:05 of the part-time bargaining unit collective agreement. Employees who voluntarily transfer to positions covered by this bargaining unit shall acquire seniority from the date of hire into the bargaining unit. Employees whose positions become bargaining unit positions due to **organizational** change shall be considered to have seniority in the bargaining unit from the date of last hire into the University of Toronto.
- 17:02 An employee will be on probation and will not acquire seniority until after the employee has worked for a total of ninety (90) days in the bargaining unit. Seniority shall commence from the date of last hiring.
- 17:03 An employee shall lose all seniority if the employee voluntarily quits the employ of the Employer; is justifiably discharged; has been laid off for more than twelve (12) consecutive months; and following a lay-off, fails to advise the Employer within five (5) days of receipt of notification by registered mail to return to work of the employee's intention so to return, or fails to report for work on the date and at the time specified in the said notice.
- 17:04 The selection or appointment of an employee to a supervisory position or any other position not covered by this Agreement is at the Employer's discretion.
- 17:05 The Employer agrees that an employee will not be transferred or promoted to a position outside of the bargaining unit if the employee in question does not wish to accept such a transfer or promotion.

- 17:06 If an employee is transferred or promoted to an acting or temporary position outside of the bargaining unit, the employee shall retain seniority acquired at the date of leaving the unit, and will continue to accumulate seniority if employed in a position related to the bargaining unit. If an employee is permanently transferred to a position outside of the bargaining unit, the employee shall retain seniority acquired at the date of leaving the unit.
- 17:07 The Employer shall maintain a seniority list showing the employee's name, classification and the date upon which each employee's service last commenced. An up-to-date seniority list shall be sent to the Union and posted on bulletin boards each September.

LAYOFF AND RECALL

- 18:01 The parties **recognize** that job security increases in proportion to the length of service with the Employer. In the event of a reduction in work or in the workforce, the Employer agrees that employees shall be laid off in the reverse order of their seniority insofar as it is practicable to do so, providing other qualifications are relatively equal. When an employee is laid off, he/she shall have the option of displacing another employee with lesser seniority in the same or lower job classification providing he/she is qualified to perform the normal requirements of the job satisfactorily and has more seniority than the employee to be displaced. The displaced person shall have the option of displacing another employee with lesser seniority in the same or lower job classification providing he/she is qualified to perform the normal requirements of the job satisfactorily and has more seniority than the employee to be displaced. The second displaced person has the option of displacing the least senior employee in the same classification or the least senior employee in a lower classification providing he/she is qualified to perform the normal requirements of the job satisfactorily and has more seniority than the employee to be displaced.

The intention to exercise this right and the specific details of the intended displacement must be declared by the initial person laid off within ten (10) days of notification of layoff by the Employer; the intention to exercise this right and specific details of the intended displacement(s) must be declared by the first and second displaced persons, if any, within ten (10) days of notification of displacement. No further displacement will take place as a result of the initial layoff and any resulting displacements.

It is understood that when an employee exercises the option to displace an employee performing a job at a lower classification, he/she shall be paid at the rate of the lower classification.

Employees shall be recalled to work in order of their seniority.

Cancellation of Recall Rights

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

Notification of Change of Address

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

Layoff Notice

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

Termination Layoff

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

- 1 year of service, but less than 2 years - 15 working days;
- 2 years of service, but less than 4 years - 20 working days;
- 4 years of service, or more - 1 week for each year of service to a maximum of 26 weeks.

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

Union President and Chief Union Steward

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

LEAVES OF ABSENCE

General

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

Conventions and Seminars

- 19:02 Subject to the approval of the Library Manager of Personnel Services and upon written request submitted at least fourteen (14) days in advance, leave of absence without pay or loss of seniority shall be granted to not more than four (4) employees at any one time, who may be elected or selected by Local 1230 to attend any authorized Labour Convention or Educational Seminar. Such leave of absence is to be confined to the actual duration of the Convention or Educational Seminar and the

necessary travelling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

Pregnancy Leave

19:03 Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of employment with the University prior to the probable date of delivery and presents to the designated authority a doctor's certificate stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of at least seventeen (17) weeks. Employees will be required to apply for Employment Insurance benefits which begin after a two (2) week waiting period. The University will pay ninety-five (95) percent of salary prior to the commencement of Employment Insurance benefits, and, for the next fifteen (15) weeks will make up the difference between Employment Insurance benefits and ninety-five (95) percent of salary. Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks notice being given to the University. If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. An employee must give two (2) weeks notice of any change of the commencement of the pregnancy leave. A pregnancy leave will normally end seventeen (17) weeks after the pregnancy leave commences, but if the mother suffers a stillbirth or miscarriage or if the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six (6) weeks after the date of the stillbirth, miscarriage or birth, or seventeen (17) weeks after the pregnancy leave commenced, whichever is later.

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

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

Adoption Leave

19:04 Adoption leave of absence must be applied for and granted in writing. An employee must have completed one (1) year of service prior to the date of application for adoption leave. Adoption leave of absence shall not exceed seventeen (17) weeks,

Employees will be required to apply for Unemployment Insurance benefits which begin after a two (2) week waiting period. The University will pay ninety-five (95) percent of salary during the waiting period, and for the remainder of the leave will make up the difference between Employment Insurance benefits and ninety-five (95) percent of salary. The leave shall commence immediately upon formal notice to the employee that the child is available or at a time mutually agreeable to the employee and the Employer. During adoption leave of absence, the employee will continue to be enrolled in full University benefits through regular payroll deductions. The employee shall be reinstated with full benefits as provided for under the Agreement.

Adoption leave may be taken by either spouse, but is limited to only one spouse. The adoption leave shall not be shared by the spouses. Adoption leave of absence does not apply to adoptions arising through the blending of families.

- (a) written application shall be submitted to the Library Manager of Personnel Services when the employee's application to adopt has been approved by the appropriate adoption authority or as early as reasonably possible when no adoption authority is involved.
- (b) the leave should commence immediately upon formal notice to the employee that the child is available or at a time mutually agreeable to the employee and the Library Manager of Personnel Services.

Parental Leave

19:05 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, and each parent is eligible to take eighteen (18) weeks of unpaid leave. The *Employment Insurance Act* provides for a maximum of ten (10) weeks of Employment Insurance benefits. Employment Insurance benefits can be claimed by either parent, or split between them for a total of ten (10) weeks.

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

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

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

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

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

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

- 19:06 The requirements established by Employment & Immigration Canada concerning Employment Insurance benefits and Supplemental Employment Benefits (SEB), as they apply to Article 19:03 and 19:04 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 ninety-five (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.

Paternity Leave

- 19:07 Upon the birth or adoption of a child a father shall be granted up to two (2) days paid leave of absence.

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

Paid Personal Leave of Absence

- 19:08 Commencing July 1st of each year, each employee shall be allowed for good reason up to four (4) days paid leave of absence annually which must be approved and granted by the employee's supervisor. 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 must be made in writing, shall indicate the reason for the application therefor, and must be submitted to the employee's supervisor at least five (5) days in advance. In the event of an emergency, the requirement to provide five (5) days advance notice shall be waived, however the

employee in applying for emergency paid personal leave of absence shall provide an explanation as to the nature of the emergency.

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

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

Full-Time Officer of the Union

19:09 Where an employee is elected or selected to a full-time office within the Union, the employee may request a leave of absence at least two (2) weeks in advance in writing from the Library Manager of Personnel Services for a period not to exceed one (1) year. Subject to approval of the Library Manager of Personnel Services, the employee shall be granted leave of absence. Such leave shall be renewed each year, on request, during the employee's term of office. On the expiration of the said leave, upon written request to the Library Manager of Personnel Services, which must be submitted at least two (2) weeks prior to said termination, the employee shall be returned either to the employee's former position, or to a position in a classification comparable to that in which the employee was employed before taking the office, if such is available, or to such other position as may be determined by the Library Manager of Personnel Services as being suitable. The above-described leave of absence shall be limited to one (1) employee at any one time during the term of this Agreement.

Employer Discontinues Contribution to Welfare Benefits

19:10 Where an employee has been granted leave of absence without pay in accordance with and pursuant to Articles:

(19:01) Leave for valid personal reasons;
(19:09) Full-time elected or selected officer of the Union;

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

The University of Toronto Pension Plan;
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; and
University of Toronto Semi-Private Hospital Accommodation Plan.
University of Toronto Joint Membership Plan

Employee May Continue Contributions

19:11 The employee can make provision for continuance of coverage of whatever welfare benefits programs in which the employee was enrolled prior to said leave of absence being granted by making direct payment to the supervisor of the monthly payroll. All premiums must be paid in advance and in accordance with the rules established by the Human Resources Department.

Seniority During Leave of Absence

19:12 Employees who have been granted **leave** of absence shall retain their seniority acquired, but shall not continue to acquire seniority during the leave of absence where:

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

An employee has been granted leave of absence to act as a full-time elected or selected officer in accordance with and pursuant to Article 19:09 of the Agreement.

The provisions of this clause shall not apply to an employee who has been granted pregnancy or parental leave of absence in accordance with and pursuant to Articles 19:03, 19:04, and 19:05 of the Agreement.

BEREAVEMENT LEAVE

20:01 In the event of a death in the immediate family, an employee will be granted upon request up to a maximum of three (3) days leave without loss of regular pay. At the discretion of the Employer up to a maximum of five (5) days of leave without loss of regular pay may be granted where extensive travel is required. An employee may use paid personal leave, if available, to supplement the leave should extra time be required.

“Immediate family” shall mean spouse (including same-sex partner, common-law or through marriage), father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, grandparent, aunt, uncle, niece, and nephew.

JURY DUTY OR CROWN WITNESS LEAVE

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

SICK LEAVE

Definition

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

Basis of Leave

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

Required to Call In

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

Physician's Certificate

- 22:04 An employee, with prior written notification, may be required by the employee's supervisor to provide a doctor's certificate **certifying** that the employee is unable to carry out the employee's normal duties due to illness.
- 22:05 A record of all used sick leave shall be kept by the Employer.

Misuse of Sick Leave

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

Returning to Duty

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

Sick Leave – While Drawing Workplace Safety and Insurance Benefits

- 22:08 An employee who is prevented from performing the employee's regular work with the Employer as a result of an occupational accident that is **recognized** by the 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.

Exceptions

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

JOB POSTING

- 23:01 At least five (5) working days prior to making any permanent staff changes covered by the terms of this Agreement, except as indicated in Article 23:05, the Employer first will post notice of the said position in the Employer's offices, and on the bulletin boards of the Library and notify the Union in writing in order that all members will know about the position and be able to make written application therefor. Such notice shall contain the following information: nature of the position, job description, required knowledge and education, ability and skills, hours of work and salary rate or salary range.
- 23:02 Any employee in the bargaining unit may make application for any vacant position arising out of Article 23:01 in the part-time collective agreement or Article 23:01 in the full-time collective agreement. In the event that the position is not awarded to a full-time employee, or a regular part-time employee, then applications submitted by assistant library technicians/temporary employees will be given consideration.
- 23:03 "Canadian Union of Public Employees, Local 1230" will be printed on all Job Postings for Full-Time Bargaining Unit positions.

Waiver

- 23:04 Notwithstanding Articles 23:01, 23:02, 24:01, 24:02, 24:03, 24:04, 24:05, 25:01 the Employer and the Union may waive the above articles by mutual agreement. The Employer shall advise the Union of any positions affected by this article.

Notification

- 23:05 When a position has been filled arising out of Article 23:01, the Chief Union Steward will be advised of the selection of the successful candidate within five (5) working days.
- 23:06 The requirement to post a position as provided in Article 23:01 (Job Posting) shall not apply where employees are reassigned and/or relocated in accordance with and pursuant to Articles 34:02 and/or 34:03.
- 23:07 In the event of lay-offs, the Employer will arrange to set up a liaison between the laid-off employees and the Library Manager of Personnel Services.

TRANSFERS AND PROMOTIONS

Factors Affecting Selection

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

Trial Period

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

Employee **Returned** to Previous Job

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

Eligibility for Other Positions

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

Explanation to Employee

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

Supervisory Positions

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

GENERAL

Job Classifications

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

Correspondence

- 25:02 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Labour Relations, University of Toronto, 214 College Street, Rm. 310, Toronto, Ontario, M5T 2Z9, and the National Representative, Canadian Union of Public Employees, 305 Milner Avenue, Suite 901, Scarborough, Ontario, M1B 3V4 or the President of Local 1230, John Robarts Library, Room 14347, 130 St. George Street, Toronto, Ontario, M5S 1A5, with copies to the National Representative or the President of CUPE, Local 1230 as the case may be

Notification of Change of Status

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

Bulletin Boards

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

Educational Allowance

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

Personnel Files

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

Examination of the personnel files may be made after the employee gives notice of desire to do so, before the close of business in the Personnel Office on the next working day, and under the conditions which the Library Manager of Personnel Services deems appropriate to ensure security of the file.

HOURS OF WORK AND OVERTIME

Standard Hours

- 26:01 Standard hours of work for all employees who are classified under Schedule I shall be seven and one-quarter (7^{1/4}) hours per day, thirty-six and one-quarter (36^{1/4}) hours per week, except from July 1 to Labour Day, during which period the hours of work

shall be six and three-quarters ($6\frac{3}{4}$) hours per day and thirty-three and three-quarters ($33\frac{3}{4}$) hours per week, provided this shall not constitute a guarantee of hours per day or hours of work per week.

Shift Work

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

Shift Premium

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

Overtime

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

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

Rest Periods

26:05 All employees shall be entitled to a fifteen (15) minute rest period both in the first half and second half of the shift, Employees shall endeavour to take rest periods as close to the middle of each half of the shift as possible.

Sunday Work

26:06 All regularly scheduled time worked on Sunday **shall** be paid for at one and one-half ($1\frac{1}{2}$) times the standard rate.

Call Back

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

Meal Allowance

26:08 A meal allowance of ten (10) dollars will be provided if an employee:

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

Promotion – Pay Calculations

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

No Pyramiding

- 26:10 Premium payments shall not be duplicated under any of the terms of this Agreement. If premium payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay.
- 26:11 For the purpose of calculating hourly rates of employees on annual salary, the annual rate = 260 days times the daily rate. Daily rate = $7\frac{1}{4}$ hours per day X regular hourly rate. Daily rate = $6\frac{3}{4}$ hours per day X summer hourly rate (July 1 to Labour Day).

Temporary Relief in a Higher Classification

- 26:12 When the Employer assigns an employee to relieve another employee in the bargaining unit in a higher classification the Employer shall, for each relief period of ten (10) working days or more, pay the relieving employee at the rate of the higher classification, at the current salary year of the relieving employee.
- 26:13 When the higher position is outside the bargaining unit, the employee so assigned for a period of not less than one (1) working day shall receive a rate of pay ten (10) percent above his/her normal rate. The employee shall be deemed to be covered by this Agreement during the period of such temporary relief.

Pay on Transfer – Lower Rated Job

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

STANDBY PAY

Definition of "On Standby"

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

Payment

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

Recalled While "On Standby"

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

FLEXIBLE HOURS

- 28:01 The terms of reference for the Flexible Hours of Work Programme shall be contained in the Guidelines for Flexible Hours, Appendix "E".
- 28:02 All claims for overtime under clause 26:01 and clause 26:04 shall be waived where employees are working under the terms of the Flexible Hours of Work Programme.
- 28:03 This waiver shall not apply where authorized overtime is worked by an employee which exceeds the scheduled hours of work under the Flexible Hours of Work Programme for the specific period by day or week. The payment shall be in accordance with the terms of clause 26:04.

HOLIDAYS

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

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

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

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

The employee will not be paid if the holiday occurs when the employee is not at work by reason of being on leave pursuant to Articles 19:01, 19:02, 19:06, 19:07 or by reason of being laid off.

- 29:02 Any employee required to work on any of the above holidays will receive pay for time worked on such holiday at one and one-half (1^{1/2}) times the employee's regular rate in addition to the regular holiday pay, providing the employee has complied with Article 29:01, clauses (a) and (b).
- 29:03 The Employer shall designate the day of observance of paid holidays in the aforementioned clause 29:01. Notice shall be sent to the Union by the Employer

within a reasonable time period prior to the date of observance of the paid holiday or paid holidays.

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

VACATIONS

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

Holiday Falling on a Vacation

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

Vacation Allowances

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

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

This vacation schedule shall be retroactive to July 1, 1996 for all employees employed on the day of ratification.

BENEFITS

Pension Plan

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

Long-Term Disability Plan

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

Group Life and Survivor Income Plan

31:03 The Employer agrees to provide a Group Life and Survivor Income Plan, the details of which are set out in Schedule IV.

Dental Care Plan

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

Extended Health Care Plan

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

Semi-Private Hospital Accommodation Plan

31:06 The Employer agrees to provide a Semi-Private Hospital Accommodation Plan, the details of which are set out in Schedule VII.

Joint Membership Plan

31:07 The Employer agrees to provide a Joint Membership Plan, the details of which are set out in Schedule VIII.

Vision Care Plan

31:08 The Employer agrees to provide a Vision Care Plan, the details of which are set out in Schedule IX.

Coverage up to one hundred and fifty (150) dollars every two (2) years per dependent
Coverage includes contact lens and prescription sunglasses

UNION SECURITY

Union Dues

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

Union Membership

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

Initiation **Fee**

- 32:03 All new employees hired shall have deducted from the first pay due to the said employee after thirty (30) days of employment a sum equivalent to the initiation fee as certified from time to time by the Secretary-Treasurer of the Union, The aforementioned employees, as a condition of employment, shall- be required to maintain their membership in the Union in good standing.

Membership Exemption

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

Transmittal of Dues and Initiation Fees

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

JOB SECURITY

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

It is agreed that any employee who was employed by the Employer with one (1) year of service or more shall not be laid off by reason of the Employer contracting out the work being performed by such employee. However, in such event, the Employer agrees that the employee will be placed in another job with a similar rate and be **re-trained**. All employees who have less than one (1) year of seniority must attain one year of seniority prior to being entitled to the terms of this job security clause.

TECHNOLOGICAL CHANGE

Notification

34:01 The Employer shall notify the Union at least six months in advance of the general nature of any technological changes that may affect the employment of employees in the bargaining unit.

At least two months prior to the introduction of the aforementioned technological changes, the Employer will convene a meeting(s) with the Union to discuss the technological changes, including:

- a) the names and classifications of employees who may be affected by the technological changes;
- b) plans the Employer may be considering for re-training and/or re-locating the affected employees;

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

Layoff - Technological Change

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

Training Benefits - Technological Change

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

Major **Organizational** Change

34:04 The Employer will provide the Union with notice of any major **organizational** change prior to its' implementation. The Employer will meet with the Union to discuss the general nature of the change and the effect of the major **organizational** change on the employees in the department affected. Major **Organizational** Change shall be defined as the elimination, amalgamation or creation of a department.

**OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

- 35:01 In keeping with the intent of the **Occupational Health and Safety Act**, the Employer agrees to constitute an Occupational Health and Safety Committee composed of three (3) elected representatives of the Union and three (3) Management representatives. The President of CUPE, Local 1230 and the Library Manager of Personnel Services shall be **ex-officio** members of the Committee. The Committee shall meet at intervals of not less than three (3) months or as requested by either the Union or the Employer. Members of the Committee shall be compensated for attendance at scheduled Committee meetings. A secretary shall be provided for the Committee, who shall record minutes of each meeting and transmit them to the parties. The Committee shall annually elect Chairpersons.
- 35:02 The Employer will provide the Committee with copies of accident reports related to members of the bargaining unit.
- 35:03 The Employer agrees to provide a guideline for the use of visual display terminals, the details of which are set out in Schedule X.

MODIFICATION OR TERMINATION

- 36:01 This Agreement shall continue in force **and effect until June 30, 1999** and thereafter shall automatically renew itself for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

Negotiations

- 36:02 In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within fifteen (15) days following receipt of such notification, and thereafter both parties shall negotiate in good faith.
- 36:03 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the **Ontario Labour Relations Act** have been completed, whichever date should first occur.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on June 13, 1997.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Michael G. Finlayson
Vice-President - Administration & Human Resources

John Dimond
Secretary Of Governing Council

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL **1230** (FULL-TIME), BY:

Brian Blakeley
National Representative

Peter Mountain
President

SCHEDULE I: Wages (July 1, 1996)

Classification		step 1	Step 2	Step 3
Library Technician III	A	\$28,772.00	\$29,762.00	\$30,791.00
Key Punch Operator II	M	2,397.67	2,480.17	2,565.92
Clerk Typist II	D	110.66	114.47	118.43
	R	15.26	15.79	16.33
	S	16.39	16.96	17.54
Library Technician IV	A	\$31,028.00	\$32,132.00	\$33,293.00
Clerk Typist III	M	2,585.67	2,677.67	2,774.42
Secretary I	D	119.34	123.58	128.05
	R	16.46	17.05	17.66
	S	17.68	18.31	18.97
Library Technician V	A	\$33,535.00	\$34,771.00	\$36,071.00
	M	2,794.58	2,897.58	3,005.92
	D	128.98	133.73	138.73
	R	17.79	18.45	19.14
	S	19.11	19.81	20.55
Library Technician VI	A	\$36,342.00	\$37,725.00	\$39,178.00
Bibliographic Associate I	M	3,028.50	3,143.75	3,264.00
Computer Operator II	D	139.78	145.10	150.68
Conservation Technician	R	19.28	20.01	20.78
	S	20.71	21.50	22.32
Applications Programmer/ Analyst	A	\$39,148.00	\$40,680.00	\$42,285.00
	M	3,262.33	3,390.00	3,523.75
	D	150.57	156.46	162.63
	R	20.77	21.58	22.43
	S	22.31	23.18	24.09
Bookbinder	A	\$42,966.00	\$44,870.00	\$46,867.00
	M	3,580.50	3,739.17	3,905.58
	D	165.25	172.58	180.26
	R	22.79	23.80	24.86
	S	24.48	25.57	26.70
Rare Book Binder	A	\$47,287.00	\$49,411.00	\$51,646.00
	M	3,940.58	4,117.58	4,303.83
	D	181.87	190.04	198.64
	R	25.09	26.21	27.40
	S	26.94	28.15	29.43

A. Annual Salary

M-Monthly Rate

D-Daily Rate

R - Regular Rate (effective the day following Labour Day to June 30th)

S-Summer Rate (effective July 1st to Labour Day)

Progression

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

SCHEDULE I: Wages (July 1, 1998)

Classification		Step 1	Step 2	step 3
Library Technician III	A	\$29,204.00	\$30,208.00	\$31,253.00
Key Punch Operator II	M	2,433.67	2,517.33	2,604.41
Clerk Typist II	D	112.32	116.18	120.20
	R	15.49	16.03	16.58
	S	16.64	17.21	17.81
Library Technician IV	A	\$31,493.00	\$32,614.00	\$33,792.00
Clerk Typist III	M	2,624.42	2,717.83	2,816.00
secretary I	D	121.13	125.44	129.97
	R	16.71	17.30	17.93
	S	17.95	18.58	19.25
Library Technician V	A	\$34,038.00	\$35,293.00	\$36,612.00
	M	2,836.50	2,941.05	3,051.00
	D	130.92	135.74	140.82
	R	18.06	18.72	19.42
	S	19.40	20.11	20.86
Library Technician VI	A	\$36,887.00	\$38,291.00	\$39,766.00
Bibliographic Associate I	M	3,073.92	3,190.92	3,313.83
Computer Operator II	D	141.87	147.27	152.95
Conservation Technician	R	19.57	20.31	21.10
	S	21.02	21.82	22.66
Applications Programmer/ Analyst	A	\$39,735.00	\$41,290.00	\$42,919.00
	M	3,311.25	3,440.83	3,576.58
	D	152.83	158.81	165.07
	R	21.08	21.90	22.77
	S	22.64	23.53	24.46
Bookbinder	A	\$43,610.00	\$45,543.00	\$47,570.00
	M	3,634.17	3,795.25	3,964.17
	D	167.73	175.17	182.96
	R	23.14	24.16	25.24
	S	24.85	25.95	27.11
Rare Book Binder	A	\$47,996.00	\$50,152.00	\$52,421.00
	M	3,999.67	4,179.33	4,368.42
	D	184.60	192.89	201.62
	R	25.46	26.61	27.81
	S	27.35	28.58	29.87

A - Annual Salary

M - Monthly Rate

D-Daily Rate

R - Regular Rate (effective the day following Labour Day to June 30th)

S-Summer Rate (effective July 1st to Labour Day)

Progression

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

SCHEDULE II: Pension Plan

The Employer and the employees shall continue to make contributions to the Pension Plan for Staff of the University of Toronto in accordance with the provisions and regulations of the said plan during the term of this Agreement.

Employees who become eligible shall be enrolled in the said Pension Plan on the date of eligibility. Notwithstanding, the Employer shall have the right to amend or change the said Pension Plan during the term of the Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

SCHEDULE III: Long-Term Disability Plan

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 Staffs in accordance with the provisions and regulations of the said plan during the term of this Agreement. Participation in the said Long-Term Disability Plan is required as a condition of employment. The Employer shall have the right to amend or change the said Long-Term Disability Plan during the term of the Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

SCHEDULE IV: Group Life and Survivor Income Plan

The Employer shall continue to provide Basic Coverage at no cost to the employee, 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 Staffs, during the term of this Agreement. Employees may elect to take additional coverage in accordance with the provisions and regulations governing Optional Coverage as specified in the said Group Life and Survivor Income Plan.

The Employer shall have the right to amend or change the said Group Life and Survivor Income Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

SCHEDULE V: Dental Care Plan

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

The parties agree to be governed by the provisions and regulations of the said plan for the term of this Agreement. The Employer shall have the right to amend or change the Dental Care Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

Participation in the Dental Care Plan is a condition of employment. Only employees who have dental insurance coverage through their spouse will be exempted from participation. The Employer will not be required to make any payment in lieu of premiums to any employee who is thus exempt from participation in the Dental Care Plan.

SCHEDULE VI: Extended Health Care Plan

The Employer agrees to contribute not less than 75% of the billed rates of premiums for employees participating in the University of Toronto Extended Health Care Plan.

The parties agree to be governed by the provisions and regulations of the said plan for the term of this Agreement. The Employer shall have the right to amend or change the Extended Health Care Plan during the term of this Agreement. Should it become necessary to amend **or** change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

SCHEDULE VII: Semi-Private Hospital Accommodation Plan

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

The parties agree to be governed by the provisions and regulations of the said plan for the term of this Agreement. The Employer shall have the right to amend or change the Semi-Private Hospital Accommodation Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

SCHEDULE VIII: Joint Membership Plan

The University agrees that regular full-time employees who are members of the Canadian Union of Public Employees, Local 1230 bargaining unit, are eligible for membership in the Joint Membership Plan for staff of the University of Toronto subject to the provisions established with respect to such membership.

The Employer shall have the right to amend or change the said Joint Membership Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

SCHEDULE IX: Vision Care Plan

The Employer agrees to contribute not less than 50% of the premiums for employees participating in the University of Toronto Vision 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 Vision Care Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

Participation in the Vision Care Plan is a condition of employment. Only employees who have Vision Care coverage through their spouse will be exempted from participation in the Vision Care Plan. Participating members who cancel coverage will not be allowed to rejoin the plan.

SCHEDULE: X: Visual Display Terminal

The University agrees that the document entitled Guidelines for the Use of Visual Display Terminals developed by the Office of Occupational Health and Safety, shall apply to the bargaining unit.

The parties agree that should the guideline specified above be modified by the Office of Occupational Health and Safety during the life of this collective agreement such modifications shall apply to the bargaining unit.

APPENDIX A: Union Stewards

Chief Steward
 One Steward-at-Large **Robarts** and Rare Books
 One Steward-at-Large **Gerstein** Science Information Centre,
 Engineering, Pharmacy and Earth Sciences Libraries

Stewards for each of the following departments or areas:

Gerstein Science Information Centre and Audio Visual Library	Three Stewards
Materials Processing and Collection Development	Four Stewards
East Asian Library	One Steward
Reference Department (Microtext), Resource Sharing, Data, Maps, and Government Information	Two Stewards
Financial and Administrative Services, Information Technology Services, and Development and Public Affairs	One Steward
Access and Information Services	Two Stewards
Fisher Rare Books and University Archives	One Steward
Collection Preservation	One Steward
OISE/UT	Two Stewards
Engineering Library, Pharmacy Library, and Earth Sciences Library	One Steward

APPENDIX B: Disciplinary Interview

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

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

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

Date

Print Name

Signature

Steward's Signature

Supervisor/Department Head Signature

APPENDIX C: Statement of Grievance

UNIVERSITY OF TORONTO

Statement of Grievance

step #1
 Presented By: Number:
 Received by Supervisor: Date:
 Department:
 Campus:

Grievance

.....
 Employee's Signature:.....
 Steward's Signature:.....
 Supervisor's Disposition:.....

.....
Supervisor's Signature:..... Date of Answer:

Step #2
 To : Designated Authority Date:
 Signature of Chief Steward:.....
 Received by Designated Authority:
 Designated Authority's Disposition:

Designated Authority's Signature:..... D a t e :

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

APPENDIX D: Job Classification Grievance Form

UNIVERSITY OF TORONTO LIBRARY
JOB CLASSIFICATION GRIEVANCE FORM

	Date: _____
Presented by: _____	
Department and Section: _____	
Job Classification being Grieved: _____ (Current Functional Title)	
Statement of Grievance: _____	

<u>Attachments:</u>	
<input type="checkbox"/> Current Functional Title	<input type="checkbox"/> Audit Report Dated: _____
<input type="checkbox"/> Detailed Outline of Present Job Duties	
<input type="checkbox"/> Reason for Grievance (for example)	
1. Have any additional duties been assigned to this position? If so, what were they and when were they assigned?	
2. Have any major changes been made in the duties and responsibilities of this position? If so, what were they and when were they assigned?	
3. Other?	
Please provide any additional information relevant to the duties and responsibilities of this position.	
Employee's Signature: _____	
Chief Union Steward's Signature: _____	
Disposition: _____	

Signature: _____ Title: _____	
Date: _____	

Labour Relations - White
Library Personnel Office - Blue
 Employee - Yellow
 Chief Union Steward - Pink

APPENDIX E: Guidelines for Flexible Hours

BACKGROUND

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

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

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

These provisions form the basis for the following guidelines. "These guidelines will be reviewed by the Employer and the Union after one **(1)** year of operation.

GUIDELINES

1. Personnel Included

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

2. Core Time

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

3. Accounting Time

A 4-week accounting period will be used. Since standard hours of work are seven and one-quarter ($7\frac{1}{4}$) hours per day (six and three-quarters ($6\frac{3}{4}$) hours in July and August), five (5) days per week, the total number of hours worked in one accounting period will be one hundred and forty-five (145) hours (one hundred and thirty-five (135) hours in July and August). Public service departments will follow established arrangements for nights and weekends.

4. Recording Time

Hours of work must be recorded. This is done by the use of time-recording equipment or a manually kept record.

5. Meal Break

This may not be less than thirty (30) minutes. It may be as long as two (2) hours, depending on the demands of work to be done. Time needed in excess of this will be at the discretion of the supervisor.

6. Rest Periods

The policy in force is as follows:

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

7. Credits and Debits

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

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

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

8. Length of Working Day for Purposes of Earning Credit Time

When an employee wishes to accumulate credit time, depending on the nature of the work, the employee should work only as long as the employee can work effectively. Ideally, this should not exceed eight (8) hours, but it is recognized that

some circumstances may allow longer periods of work without impairing effectiveness.

9. Overtime

The policy in force is:

Collective Agreement – **Summarized: Authorized overtime shall be paid at the rate of time and one-half the regular rate of wages. Authorized overtime on Sundays shall be paid at the rate of two (2) times the regular rate.**

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

10. Vacation, Sickness, Paid Personal Leave

Time away from work for these categories will be considered as hours worked (i.e., seven and one-quarter ($7\frac{1}{4}$) hours per day; six and three-quarters ($6\frac{3}{4}$) hours in July and August), and must be reported according to standard procedures so that credit may be obtained. Illness of less than a day will be credited on the basis of the length of the standard working day (e.g., an employee starting work at 9:30 a.m. and going home at 1:00 p.m. will be credited with a further three and three-quarters ($3\frac{3}{4}$) hours to total **seven** and one-quarter ($7\frac{1}{4}$) hours; three and one-quarter ($3\frac{1}{4}$) hours to total six and three-quarters ($6\frac{3}{4}$) in July and August).

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

11. Absence Without Pay

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

12. Work Outside the Usual Working Area

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

13. Responsibility for Compiling Balance Sheets

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

14. Terminating or Transferring Employees

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

15. Misuse of Flexible Hours

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

MEMORANDUM OF AGREEMENT: Unpaid Leave Days

In each twelve (12) month period the University shall designate up to three (3) unpaid leave days on which the employees shall not be required to work and shall not be paid. It is agreed that prior to the end of each fiscal year the Employer and the Union shall meet to discuss the scheduling of days and timing of recovering payment for the days. In the event the parties are unable to reach agreement, the Employer reserves the right to schedule the days and the repayment.

For the University of Toronto

For the Union

Mary Ann Ross

Brian Blakeley

LETTER OF INTENT: Adoption and Parental Leave

June 13, 1997

Mr. Brian Blakeley
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. Blakeley,

The Employer is prepared to continue discussion with the Union as initiated in collective bargaining with regard to issues related to adoption leave and parental leave and access to the University's SEB plan, and both parties are prepared to recommend to their principals any agreement which is reached.

Yours truly,

A handwritten signature in cursive script that reads "Brian Marshall".

Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Seniority List (OISE)

June 13, 1997

Mr. Brian Blakeley
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. Blakeley,

In the event former OISE employees become bargaining unit employees, they will be dovetailed into the seniority list referred to in Article 17:01, and shall be considered to have a seniority date consistent with their seniority in CUPE, Local 3831.

Yours truly,



Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Replacement of Full-Time Employees

June 13, 1997

Mr. Brian Blakeley
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. Blakeley,

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

Yours truly,

A handwritten signature in cursive script that reads "Brian Marshall".

Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Reclassification of Library Technician 3 Employees

June 13, 1997

Mr. Brian Blakeley
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. Blakeley,

The Employer agrees that all employees occupying positions classified at the Library Technician 3 level on February 13, 1997 shall, within four (4) weeks, be assigned new, additional, or amended duties and responsibilities consistent with the Library Technician 4 classification level. Such employees' rate of pay shall be adjusted to the wage rate at the Library Technician 4 level as of the date on which the changes in duties and responsibilities are made effective.

Yours truly,



Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Information Regarding Employee Benefit Plans

June 13, 1997

Mr. Brian Blakeley
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. Blakeley,

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

Yours truly,



Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Provision of Office Space

June 13, 1997

Mr. Brian Blakeley
 National Representative
 Canadian Union of Public Employees, Local 1230
 Full-Time Bargaining Unit
 305 Milner Avenue
 Suite 901
 Scarborough, Ontario
 M1B 3V4

Dear Mr. Blakeley,

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

1. Purpose

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

2. General

- a) This privilege may be withdrawn if the Local Union uses or allows the office space to be used for any purposes other than set out in Section 1.
- b) Access to and egress from room 14347 will be gained only by use of the public elevator which serves floors 2, 6, 8 and 14.
- c) Use of room 14347, as defined in Section 1 and including traffic to and from the room, will be conducted in such a manner as will not disturb the other occupants of the floor.
- d) In the event of a strike or lockout, reasonable notice shall be given in order that the Union may remove from room 14347 such files and other office equipment as may be necessary. The Union will not **utilize** the office space during the period of strike or lockout.
- e) Signs may not be placed on the exterior or the interior walls of the building except for the name of the **organization** on the door.
- f) The University will provide space and cleaning services at no cost to the Union.
- g) The office must be accessible in the normal manner for Physical Plant maintenance and cleaning services.
- h) The space allocation is subject to change if room 14347 is required by the University for academic purposes. In this event, alternate accommodation will be found.

Yours truly,



Brian Marshall
 Director, Labour Relations

LETTER OF INTENT: Holidays Declared by the President of the University of Toronto

June 13, 1997

Mr. Brian Blakeley
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

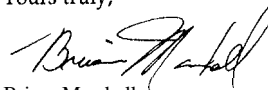
Dear Mr. Blakeley,

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

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

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

Yours truly,



Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Union Stewards

June 13, 1997

Mr. Brian Blakeley
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. Blakeley,

The Employer agrees to amend Appendix A during the term of the Agreement to reflect changes in the organization in order to ensure appropriate Steward representation of Union staff.

Yours truly,

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

Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Monthly Listing of Employment Status Changes

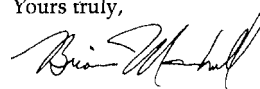
June 13, 1997

Mr. Brian Blakeley
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. Blakeley,

It is agreed that the Employer will provide the Recording Secretary of the Union, Local 1230 with a monthly listing of employment status changes such as leaves of absence, maternity leaves, employees on long-term disability, terminations, department and new hires, when and if such information is readily made available in an automated form to the Library.

Yours truly,



Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Fee Waiver for Dependants

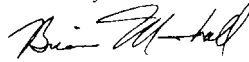
June 13, 1997

Mr. Brian Blakeley
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. Blakeley,

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

Yours truly,

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

Brian Marshall
Director, Labour Relations

INTRODUCTION

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

TERMS OF REFERENCE

A dependant must have met the admission requirements for the qualifying programme and have followed the normal procedures regarding application for admission and registration before application is made for tuition to be waived under this policy.

For the purposes of this policy, “dependant” shall mean a son, daughter or spouse of an eligible staff member.

“Academic tuition fee” by definition excludes application, registration, service, examination and other incidental fees.

ELIGIBILITY

This benefit is available to:

Staff members of the University and faculty members of the Federated Colleges. In the case of part-time staff members, the benefit will be pro-rated in accordance with the part-time appointment.

Student: Dependants proceeding towards a degree or certificate in a qualifying programme (not special students). Qualifying programmes are described under Provisions (below).

PROVISIONS

The academic tuition fee waiver is applicable to programmes which lead to a first undergraduate degree or certificate and which do not require prior undergraduate preparation since admission is normally gained directly from high school. Eligible dependants enrolled in these programmes will have their academic tuition fee waived for each academic year of the programme until the degree or certificate is awarded.

The waiver is not applicable to the following:

All programmes in:	Dentistry
	Education
	Law
	Medicine
	Royal Conservatory of Music
	School of Graduate Studies
	Library Science

OISE/UT
Management Studies
Social Work
School of Continuing Studies
Woodsworth College Diplomas
Transitional Year Programme
Pre-University Programme

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

PROCEDURE

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

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

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

Administration of this Policy

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

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