



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, 2005 to June 30, 2008

05267(09)

TABLE OF CONTENTS

ARTICLE 1: RECOGNITION AND COVERAGE 1

ARTICLE 2: GENERAL PURPOSE 1

ARTICLE 3: RESERVATION OF MANAGEMENT RIGHTS..... 1

ARTICLE 4: NO STRIKES OR LOCKOUTS..... 2

ARTICLE 5: NO DISCRIMINATION 2

 Sexual Harassment..... 2

ARTICLE 6: NEGOTIATING COMMITTEE 3

 General..... 3

 National Representative..... 3

 Time Off 3

ARTICLE 7: UNIVERSITY PAID LEAVE..... 3

 Union Paid Leave..... 3

 University Business Leave..... 3

ARTICLE 8: UNION REPRESENTATION-- STEWARDS AND CHIEF UNION STEWARD..... 4

ARTICLE 9: DISCIPLINARY INTERVIEW 5

 Union Representation..... 5

 Record of Disciplinary Action 5

ARTICLE 10: SUSPENSION OR DISCHARGE NOTIFICATION..... 5

ARTICLE 11: GRIEVANCE PROCEDURE 5

 Complaint Stage 5

 Step One 5

 Step **Two**..... 6

 Step Three 6

 Staff Changes Grievance..... 6

 Technological Changes Grievance..... 6

 Job Classification Grievance..... 6

 Discipline Grievance..... 7

ARTICLE 12: DISCHARGE GRIEVANCE 7

ARTICLE 13: POLICY OR GROUP GRIEVANCE 7

ARTICLE 14: MEDIATION / ARBITRATION 7

 Arbitration Expenses..... 8

 Authority of the Arbitration Board or Arbitrator 8

 General Authority of the Arbitration Board or Single Arbitrator..... 8

ARTICLE 15: TIME LIMITS -- DAYS EXCLUDED 8

ARTICLE 16: PROBATIONARY EMPLOYEES 8

ARTICLE 17: SENIORITY 9

Loss / No Loss of Seniority.....	9
Seniority List	9
ARTICLE 18: LAYOFF AND RECALL.....	9
Cancellation of Recall Rights	10
Notification of Change of Address	10
Layoff Notice.....	10
Termination Layoff	10
Union President and Chief Union Steward.....	11
ARTICLE 19: LEAVES OF ABSENCE.....	11
General.....	11
Conventions and Seminars.....	11
Pregnancy Leave.....	11
Adoption Leave.....	12
Parental Leave	12
Paternity Leave.....	13
Paid Personal Leave of Absence	14
President of the Union Local.....	14
Employer Discontinues Contribution to Welfare Benefits	14
Employee May Continue Contributions.....	15
Seniority During Leave of Absence	15
ARTICLE 20: BEREAVEMENT LEAVE	15
ARTICLE 21: JURY DUTY OR CROWN WITNESS LEAVE.....	15
ARTICLE 22: SICK LEAVE	16
Definition.....	16
Basis of Leave.....	16
Required to Call In.....	16
Physician's Certificate	16
Misuse of Sick Leave.....	16
Returning to Duty	16
Accommodation / Return to Work.....	16
Sick Leave -- While Drawing Workplace Safety and Insurance Benefits.....	17
Exceptions.....	17
ARTICLE 23: JOB POSTING.....	18
Waiver	18
Notification.....	18
ARTICLE 24: TRANSFERS AND PROMOTIONS	18
Factors Affecting Selection.....	18
Trial Period	18
Employee Returned to Previous Job	19
Eligibility for Other Positions.....	19
Explanation to Employee.....	19
Supervisory Positions.....	19
ARTICLE 25: GENERAL.....	19
Job Classifications.....	19
Correspondence.....	20
Notification of Change of Status	20
Bulletin Boards	20

Educational Allowance	20
Human Resources Files	20
ARTICLE 26: HOURS OF WORK AND OVERTIME	21
Standard Hours	21
Shift Work	21
Shift Premium.....	21
Overtime.....	21
Rest Periods.....	21
Sunday Work.....	21
Call Back.....	21
Meal Allowance.....	22
Promotion - Pay Calculations	22
No Pyramiding.....	22
Temporary Relief in a Higher Classification	22
Pay on Transfer - Lower Rated Job.....	22
ARTICLE 27: STANDBY PAY	22
Definition of "On Standby"	22
Payment.....	23
Recalled While "On Standby"	23
ARTICLE 28: FLEXIBLE HOURS	23
ARTICLE 29: HOLIDAYS	23
ARTICLE 30: THREE DAYS OFF WITH PAY.....	24
ARTICLE 31: VACATIONS	24
Holiday Falling on a Vacation.....	24
Vacation Allowances	25
ARTICLE 32: BENEFITS.....	25
Pension Plan.....	25
Long-Term Disability Plan.....	25
Group Life and Survivor Income Plan.....	25
Dental Care Plan.....	25
Extended Health Care Plan	25
Semi-Private Hospital Accommodation Plan.....	26
Joint Membership Plan	26
Vision Care Plan.....	26
Safety Shoe or Boot Allowance.....	26
ARTICLE 33: UNION SECURITY	26
Union Dues	26
Union Membership.....	26
Initiation Fee.....	26
Membership Exemption	26
Transmittal of Dues and Initiation Fees.....	26
ARTICLE 34: JOB SECURITY.....	27
ARTICLE 35: TECHNOLOGICAL CHANGE.....	27
Notification.....	27
Layoff - Technological Change.....	27

Training Benefits - Technological Change.....	27
Major Organizational Change.....	28
ARTICLE 36: UNION/MANAGEMENT COMMITTEE.....	28
ARTICLE 37: OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	28
Health and Safety Committee.....	28
ARTICLE 38: MODIFICATION OR TERMINATION.....	29
Negotiations.....	29
SCHEDULE I: WAGES - JULY 1, 2005.....	31
WAGES - July 1, 2006	32
WAGES - January 01, 2007	33
WAGES - July 01, 2007.....	34
WAGES - January 01, 2008	35
Progression.....	36
SCHEDULE II: PENSION PLAN	36
SCHEDULE III: LONG-TERM DISABILITY PLAN.....	36
SCHEDULE IV: GROUP LIFE AND SURVIVOR INCOME PLAN.....	36
SCHEDULE V: DENTAL CARE PLAN.....	37
SCHEDULE VI: EXTENDED HEALTH CARE	37
SCHEDULE VII: SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN	37
SCHEDULE VIII: JOINT MEMBERSHIP PLAN	37
SCHEDULE IX: VISION CARE PLAN.....	38
SCHEDULE: X: VISUAL DISPLAY TERMINAL.....	38
SCHEDULE: XI: SAFETY SHOE OR BOOT ALLOWANCE.....	38
MEMORANDUM OF AGREEMENT: PENSION PLAN.....	39
LETTER OF AGREEMENT: PREGNANCY, ADOPTION, AND PARENTAL LEAVE	40
LETTER OF INTENT: COPIES OF DOCUMENTS IN HUMAN RESOURCES FILES.....	41
LETTER OF INTENT: REPLACEMENT OF FULL-TIME EMPLOYEES	42
LETTER OF INTENT: INFORMATION REGARDING EMPLOYEE BENEFITS.....	43
LETTER OF INTENT: VACATION ACCRUAL OPTION.....	44
LETTER OF INTENT: NON-MANDATORY RETIREMENT.....	45
LETTER OF INTENT: PROVISION OF OFFICE SPACE.....	46
LETTER OF INTENT: HOLIDAYS DECLARED BY THE PRESIDENT OF THE UNIVERSITY OF TORONTO ..	47

LETTER OF INTENT: UNION STEWARDS.....	48
LETTER OF INTENT: MONTHLY LISTING OF EMPLOYMENT STATUS CHANGES.....	49
LETTER OF INTENT: TRAINING.....	50
LETTER OF INTENT: HARASSMENT AWARENESS WORKSHOP.....	51
LETTER OF INTENT: PENSION INFORMATION.....	52
LETTER OF INTENT: JOB DESCRIPTION AND CLASSIFICATIONS.....	53
LETTER OF INTENT: ACCOMMODATION	55
LETTER OF INTENT: TRAINING FOR CAREER DEVELOPMENT.....	56
LETTER OF INTENT: EDUCATIONAL ASSISTANCE.....	57
LETTER OF INTENT: TUITION WAIVER FOR DEPENDANTS.....	60
APPENDIX A: UNION STEWARDS.....	63
APPENDIX B: DISCIPLINARY INTERVIEW	63
APPENDIX C: STATEMENT OF GRIEVANCE	64
APPENDIX D: GUIDELINES FOR FLEXIBLE HOURS.....	66

COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of November 23, 2005.

- 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")

ARTICLE 1: 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.

ARTICLE 2: 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.

ARTICLE 3: 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, layoff, discipline, suspend, or discharge employees;
- c) establish and enforce policies of general application, 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.

ARTICLE 4: 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.

ARTICLE 5: NO DISCRIMINATION

5:01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, sexual harassment or coercion exercised or practiced 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.

ARTICLE 6: 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** (Full-time), and Articles **35:02** (Part-time), the Employer shall recognize a Negotiating Committee of the Union composed of not more than three (3) Bargaining Unit employees and the President of the Local, who have completed their probationary period.

The Employer agrees that the three (3) Bargaining Unit employees and the President of the Local will suffer no loss of regular straight time pay when they would have otherwise been at work.

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.

ARTICLE 7: UNIVERSITY PAID LEAVE

7:01 Up to a total of eight (8) days per month with pay will be granted as 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 Union President in consultation with the Library Manager of Human Resources. The Union will provide five working days notice for such leaves. 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.

Union Paid Leave

7:02 From time to time, the Union may request leave (to be paid by the Union) for Union Officials. Arrangements for such time off shall be made by the Union President in consultation with the Library Manager of Human Resources. The Union will endeavor to provide as much advance notice as possible. Such leaves are subject to management approval and will not be unreasonably denied.

University Business Leave

7.03 The Employer may, from time to time, request the Union to attend meeting(s) and/or working groups to discuss workplace issues concerning CUPE 1230 members. In requesting Union presence, the Employer will endeavor to provide as much notice as possible, to outline the

nature of the meeting, to outline the number of union representative(s) requested and to provide the time, location and anticipated duration of the meeting. Union representatives on University Business Leave shall not suffer any loss of pay or benefits as a result of this leave. This leave shall not be used to substitute for leaves specified in Articles 7.01 or 7.02.

7:04 The Employer agrees that the President, the Chief Union Steward and the Steward involved in the processing of a 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.

ARTICLE 8: 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, 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 or the Chief Steward 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 Human Resources to sign all appropriate induction documents.

ARTICLE 9: 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 Human Resources 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.

ARTICLE 10: SUSPENSION OR DISCHARGE NOTIFICATION

10:01 An employee who has been suspended or discharged shall be advised in writing by the Library Manager Human Resources 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.

ARTICLE 11: GRIEVANCE PROCEDURE

Complaint Stage

11:01 An employee having a complaint which may become a grievance arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement will first take up the complaint within fifteen (15) working days after the occurrence of the matter which is the subject of the complaint with the employee's Supervisor, who will attempt to resolve it. Should the complaint fail to be resolved, the employee has the right to bring a Union Steward who may then attempt to solve the complaint with the Supervisor and the employee. If the complaint remains unresolved, the employee may file a grievance at Step One of the Grievance Procedure.

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 resolved by the supervisor, it shall be summarized in writing on an employee grievance form provided by the University, and signed by the employee involved and the employee's Steward, and submitted to the Supervisor by the Union Steward. The supervisor shall give an answer in writing to the Steward within five (5) 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 Human Resources 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 his/her 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, layoffs, 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 Human Resources in writing on a Grievance form (Appendix "C") signed by the employee and the Chief Steward. If the Library Manager Human Resources 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 Steward. A meeting shall be arranged between the Chief Steward and the Library Manager Human Resources 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 Human Resources 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**.

ARTICLE 12: 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 his/her 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.

ARTICLE 13: 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 his/her 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.

ARTICLE 14: MEDIATION/ ARBITRATION

14:01 Prior to referring a grievance to arbitration, the parties will discuss the possibility of mediation, in the interests of resolving disputes as early as possible.

14:02 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, and 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 **(2)** 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.

- 14:03 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

- 14:04 Each party shall bear the expenses of its own nominee to an arbitration board and the parties shall jointly and equally bear the fees and expenses of the Chairperson, or single Arbitrator as the case may be.

Authority of the Arbitration Board or Arbitrator

- 14:05 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

- 14:06 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 Arbitrator 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.

ARTICLE 15: 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.

ARTICLE 16: PROBATIONARY EMPLOYEES

- 16:01 Employees from outside the Bargaining Unit will be considered as probationary employees until they have worked for a total of ninety (90) working 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.

ARTICLE 17: 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 from outside the Bargaining Unit 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 original hire, provided there has been no break in full-time or regular part-time service, Where there has been a break in full-time or regular part-time service, seniority shall commence from the date of last hire.

Loss / No Loss of Seniority

- 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 layoff, 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 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** 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.

Seniority List

- 17:06** The Employer shall maintain a seniority list showing the employee's first and last name, classification, and the date upon which each employee's service commenced. If the employee's appointment or status changes from full-time to part-time or vice-versa, the employee's name shall be transferred to the appropriate seniority list. Up-to-date seniority lists shall be sent to the Union and posted on bulletin boards each September.

ARTICLE 18: 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 layoff, 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:

Up to four (4) years of service	4 weeks
More than four (4) years of service	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 number of days 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 layoff, 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.

ARTICLE 19: LEAVES OF ABSENCE

General

19:01 Subject to the written approval of the Library Manager Human Resources, 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 Human Resources. 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 Human Resources 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 traveling 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

- (a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen **(13)** weeks of service with the University prior to the probable date of delivery, and presents to the Department or Division Head a doctor's certificate or certificate from a midwife stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen **(17)** weeks.
- (b) For employees with thirteen **(13)** weeks of service or more the University will pay ninety-five **(95)** percent of salary during the two **(2)** week waiting period for Employment Insurance benefits, and, for the next fifteen **(15)** weeks, will pay the difference between the Employment Insurance benefits and ninety-five **(95)** percent of salary, provided that the employee applies for and receives Employment Insurance benefits.
- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen **(17)** weeks before the expected date of delivery, upon a minimum of two **(2)** weeks' notice being given to the University. If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two **(2)** weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the employee will be entitled to utilize sick leave in accordance with Article **21** until the actual birth of the baby, the expected date of delivery, or the date she intended to start her pregnancy leave as stated in her written notice, whichever comes first. An employee must give two **(2)** weeks' notice of any change of the commencement of the pregnancy leave.

- (d) If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give the University four (4) weeks' written notice of the date on which she intends to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the University four (4) weeks' written notice before the date the leave was to end.
- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term;
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's pregnancy leave, provided the employee fulfills any requirements for said continuation.

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 Employment 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 Human Resources 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 Human Resources.

Parental Leave

19:05

- (a) An employee who is a parent of a child and who has been employed with the University for at least thirteen (13) weeks is entitled to an eighteen (18) week unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Both parents will be eligible to take a parental leave as follows:
 - i) up to thirty-five (35) weeks of parental leave for birth mothers;
 - ii) up to thirty-seven (37) weeks of parental leave for all other new parents, such as birth fathers, adoptive parents, and same-sex partners.

- (b) For employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother. For other parents, parental leave must commence with fifty-two (52) weeks after the birth or after the child first comes into the custody care, and control of a parent. This provision is not available to employees who have taken Primary Caregiver Leave.
- (c) An employee who is entitled to a parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If he/she does not specify when the leave will end, it will be assumed that he/she wishes to take the maximum leave.
- (d) An employee who have given notice to begin parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.
- (e) 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.
- (f) 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.
- (g) If an employee wishes to change the date of return to work to a later date (but subject to the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- (h) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

19:06 The requirements established by Employment k 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 or same-sex parent shall be granted up to three (3) days paid leave of absence.

Application for such leave shall be submitted, in writing, to the employee's supervisor, at least five (5) days in advance. Paternity leave must be taken within the first month of the birth or 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 extending a paid holiday. Requests for the observance of religious holidays adjacent to a statutory or paid holiday and/or vacation shall be granted.

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

President of the Union Local

19:09

- (a) Where an employee is elected or selected to the office of the President of **CUPE, Local 1230**, he/she may request a fifty (50) percent FTE (according to a mutually agreeable regular schedule of hours) leave of absence at least two (2) weeks in advance in writing from the Library Manager Human Resources for a period not to exceed one (1) year. The purpose of the fifty (50) percent FTE release time is for the President to conduct union business. Subject to approval of the Library Manager Human Resources, 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 the Library Manager Human Resources, 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 Human Resources 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.
- (b) Where an employee of the University of Toronto is elected or selected to the office of the President of **CUPE, Local 1230**, and is granted a fifty (50) percent FTE leave of absence in accordance with Article **19:09 (a)**, the Employer shall continue to pay the officer during the leave of absence at his/her regular wage rate in the classification in which he/she is employed. The employee benefits in which the employee was enrolled immediately prior to commencing said leave of absence, shall continue at one hundred (100) percent FTE level.

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

Employee May Continue Contributions

19:11 The employee can make provisions 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.

ARTICLE 20: 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, first cousin, legal guardian and legal ward.

ARTICLE 21 : 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.

ARTICLE 22: 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. The Employer will only accept original medical certificates verified by a legally qualified and licensed medical practitioner that indicates first day of illness or injury, if known, first treatment date, and the expected return to work date, if known. The employee may with notice to the immediate supervisor, provide a faxed copy of the medical certificate in advance of his/her return to work. The original copy of the said certificate must be provided immediately upon the employee's return to work.

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 Employer may require the employee to be certified medically fit before the employee returns to the employee's regular duties.

Accommodation / Return to Work

22:08 The University recognizes its Duty to Accommodate the disabilities of Bargaining Unit members under the Ontario Human Rights Code

- (a) The University agrees to recognize and, to the extent outlined in this article, to deal with two Union representatives. The University will pay for two Union representatives to receive up to three (3) (or more as agreed to between the parties) days of appropriate training in accommodation issues through a training program that will be agreed to in advance by the Union and the University.
- (b) Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, one Union accommodation representative will represent the employee. The University may also request that the Union representative participate in discussions regarding a particular case before a dispute arises. The University shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to representation.
- (c) With the written consent of the employee, the Union accommodation representative shall have access to any relevant medical information related to the accommodation and/or return to work of the employee. The University shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to representation. In the event there is a return to work plan written it will be forwarded to the Union unless the employee indicates otherwise in writing. The Union will be given information regarding the position and location in a return to work plan should it be different than the employee's previous position and location.
- (d) The Union accommodation representative will suffer no loss of straight-time pay when meeting with the University on accommodation and /or return to work issues, or for time necessarily spent in the handling of grievances where the union accommodation representative is acting in place of a Union Steward.
- (e) Disputes regarding accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Three.
- (f) Where an employee is assigned to a vacant position in order to accommodate under the Ontario Human Rights Code the position shall not be considered a vacancy and posting provisions in Article 23 shall not apply.
- (g) The employee will be reimbursed for all medical reports related to accommodation that the Employer may request subsequent to the initially completed University of Toronto Return to Work Form. Reimbursement will be up to the amount as outlined in the Ontario Medical Association's Guidelines.

Sick Leave -- While Drawing Workplace Safety and Insurance Benefits

- 22:09** 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

- 22:10** 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.

ARTICLE 23: JOB POSTING

23:01 At least seven (7) 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 [three (**3**) of which shall be locked cases], and notify the Union, in writing, in order that all members will know about the position and be able to make written application therefore. Further, an electronic copy will be posted for distribution. 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. All notices shall include information regarding the selection process (e.g., the selection process for eligible, qualified candidates will include **interview(s)**, a test or exercise and reference **check(s)**).

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 **35:02** and **35:03**.

23:07 In the event of layoffs, the Employer will arrange to set up a liaison between the laid-off employees and the Library Manager Human Resources.

ARTICLE 24: 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 knowledge and ability to perform the normal requirements of the job satisfactorily. Where the above 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.

- 24:03** A temporary position is a position used to replace an employee who is on leave of absence. If a temporary position is renewed or extended beyond twenty-four (24) months the position shall be posted.

Employee Returned to Previous Job

- 24:04** 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

- 24:05** 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.
- 24:06** When an employee from the Part-Time Agreement applies for, and is successfully appointed to replace a regular staff member on leave, for a period of up to twenty-four months, the status of the employee from the Part-Time Agreement for purposes of future hiring is the same as before the employee was appointed to the position.

Explanation to Employee

- 24:07** All applicants shall be notified of the outcome of their application as soon as possible after a successful candidate has been offered, and has accepted, the position. An unsuccessful candidate for an advertised vacancy may request, in writing, a written explanation as to why he/she was not selected, within five **(5)** working days of being **so** advised. Management will provide a written explanation within a further ten **(10)** working days.

Supervisory Positions

24:08

- (a) 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.
- (b) 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.

ARTICLE 25: 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's Job Evaluation Committee 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, 215 Huron Street, 8th floor, Toronto, Ontario, M5S 1A2, and the National Representative, Canadian Union of Public Employees, 305 Milner Avenue, Suite 800, Scarborough, Ontario, M1B 3V4 or the President of Local 1230, John P. Robarts Library, Room 14019, 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 provide educational assistance in accordance with general University policies. The Employer shall have the right to amend or change the educational assistance policies during the term of this Agreement. Should it become necessary to amend or change the said policies, the Employer will discuss such amendments or changes that have been made to the said plan with the Union. The Employer shall determine whether a requested course is appropriate for the employee, according to the criteria outlined in the policy. All applications must be made, in writing, to the Library Manager Human Resources. In the event such application is rejected, the Library Manager Human Resources shall give reasons for rejection to the employee in writing.

Human Resources Files

25:06 An employee, alone or with a Union Officer (President, Acting President or Steward), shall have the right to examine all documents pertaining to that individual in any files kept in the Library Human Resources 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 Human Resources files may be made after the employee gives notice of desire to do so, before the close of business in the Human Resources Office on the next working day, and under the conditions which the Library Manager Human Resources deems appropriate to ensure security of the file.

ARTICLE 26: 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%) hours per day, thirty-six and one-quarter (36%) hours per week, except from July 1 to Labour Day, during which period the hours of work shall be six and three-quarters (6%) hours per day and thirty-three and three-quarters (33%) 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 reserve the right to establish shifts in any department where it is beneficial for the efficient or economical operation of the Library or otherwise necessary.

The parties agree that the University will provide the Union and affected employee(s) with four (4) weeks notice of a permanent change in his/her regular shift schedule.

The change shall be discussed with the local Union. The University shall hear and consider any representation made by the local Union provided that it is made within the notice period.

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^{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 = $7^{1/4}$ hours per day X regular hourly rate. Daily rate = $6^{3/4}$ 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.

ARTICLE 27: 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 portable paging or message-answering device.

Payment

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

Recalled **While** "On Standby"

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

ARTICLE **28**: 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**.

ARTICLE **29**: 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 ($1\frac{1}{2}$) 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 Article 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.

ARTICLE 30: THREE DAYS OFF WITH PAY

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

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

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

These days are not "holidays" for any purpose under the Collective Agreement, including Article 29: Holidays.

ARTICLE 31 : VACATIONS

- 31:01 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

- 31:02 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

31:03 Employees shall be granted vacation with pay at their regular rate of pay on the following basis:

<i>Length of Continuous Service as of July 1st</i>	<i>Days of Vacation</i>
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

ARTICLE 32: BENEFITS

Pension Plan

32:01 The Employer agrees to provide a Pension Plan, the details of which are set out in Schedule II.

Long-Term Disability Plan

32:02 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

32:03 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

32:04 The Employer agrees to provide a Dental Care Plan, the details of which are set out in Schedule V.

Extended Health Care Plan

32:05 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

32:06 The Employer agrees to provide a Semi-Private Hospital Accommodation Plan, the details of which are set out in Schedule VII.

Joint Membership Plan

32:07 The Employer agrees to provide a Joint Membership Plan, the details of which are set out in Schedule VIII.

Vision Care Plan

32:08 The Employer agrees to provide a Vision Care Plan, the details of which are set out in Schedule IX.

Safety Shoe or Boot Allowance

32:09 The Employer agrees to provide a safety shoe or boot allowance as set out in Schedule XI.

ARTICLE 33: UNION SECURITY

Union Dues

33:01 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

33:02 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

33:03 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

33:04 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

33:05 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.

ARTICLE 34: JOB SECURITY

34:01 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.

ARTICLE 35: TECHNOLOGICAL CHANGE

Notification

35:01 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

35:02 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

35:03 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

- 35:04** The Employer will provide the Union with notice of any major organizational change six (6) weeks 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(s) affected. Major Organizational Change shall be defined as the elimination, amalgamation, or creation of a department or departments.

ARTICLE 36: UNION/MANAGEMENT COMMITTEE

- 36:01** The parties agree that there will be a joint Union/Management Committee consisting of four (4) representatives from the University and four (4) selected by the Union, one of which shall be the local Union President, who shall be an ex-officio member of the committee. All four (4) Union members of the committee shall suffer no loss of regular straight time pay when they would have otherwise been at work. The National Representative of the Union may also attend such meetings. Meetings will be held on a monthly basis and each party shall submit to the other, fourteen (14) calendar days before a meeting, a written summary of the topics to be discussed at the upcoming meeting. All agenda items must be mutually agreed to, prior to being placed on the agenda or discussed at this meeting. Meetings will not be used to discuss matters which are the subject of a grievance or to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify, or amend any part of the Collective Agreement. A representative of each party shall be designated Co-Chairperson, and the two (2) persons so designated shall alternate presiding over meetings.

ARTICLE 37: OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- 37:01** 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 five (5) elected representatives of the Union, one of whom shall be the President of the Local, and five (5) Management representatives. The parties further agree that there will no longer be alternates designated for this committee. The President of CUPE Local 1230 and the Library Manager Human Resources 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.
- 37:02** The Employer will provide the Committee with copies of accident reports related to members of the Bargaining Unit.
- 37:03** The Employer agrees to provide a guideline for the use of visual display terminals, the details of which are set out in Schedule X.

Health and Safety Committee

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

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

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

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

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

It is further agreed that the Union may only submit a grievance should the University unilaterally amend or abrogate the terms of the Joint Health and Safety Committee Terms of Reference, and/or fail to provide adequate paid time off for worker members to carry out their Joint Health and Safety Committee duties as specified in this agreement. Such grievances will be submitted in accordance with the provisions specified under Articles 11,12,13 and 14 of the Collective Agreement.

ARTICLE 38: MODIFICATION OR TERMINATION

38:01 This Agreement shall continue in force and effect until June **30, 2008** 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

38:02 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.

38:03 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 November 23, 2005.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Vice-president, Human Resources & Equity

Secretary of Governing Council

AND:

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

National Representative

President

SCHEDULE I: WAGES - July 1, 2005

<u>Classification - Job Code</u>	<u>Pay Scale Group</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Access & Reference Services Associate	7	A	\$ 37,248	\$ 38,573	\$ 39,967
Access Services Associate		M	\$ 3,103.96	\$ 3,214.45	\$ 3,330.58
Access Services Generalist		D	\$ 143.26	\$ 148.36	\$ 153.72
Acquisitions Administrative Support Assistant		R	\$ 19.76	\$ 20.46	\$ 21.20
Acquisitions Assistant		S	\$ 21.22	\$ 21.98	\$ 22.77
Business Office Associate					
Computing Access Facility Attendant					
Cataloguing Assistant					
Digital Scanner					
Digital Scanning Associate					
Driver					
Photoduplication Associate					
Resource Sharing Associate					
Shipping Receiving Clerk					
Serials Associate					
Accounting & Procurement Associate	6	A	\$ 40,257	\$ 41,742	\$ 43,302
Administrative Support Associate		M	\$ 3,354.79	\$ 3,478.47	\$ 3,608.47
Digital Scanner (Rare Materials)		D	\$ 154.84	\$ 160.54	\$ 166.54
High Density Access & Retrieval Associate		R	\$ 21.36	\$ 22.14	\$ 22.97
Senior Access Services Associate		S	\$ 22.94	\$ 23.78	\$ 24.67
Senior Access Services Generalist					
Senior Acquisitions Associate					
Senior Digital Scanning Associate					
Senior Preservation Associate					
Senior Reference & Access Services Assoc.					
Senior Resource Sharing Associate					
Senior Serials Associate					
Access/Information Services Specialist	5	A	\$ 43,627	\$ 45,287	\$ 47,032
Acquisitions Specialist		M	\$ 3,635.59	\$ 3,773.92	\$ 3,919.30
Business Office Project Specialist		D	\$ 167.80	\$ 174.18	\$ 180.89
Computer Systems Associate		R	\$ 23.14	\$ 24.02	\$ 24.95
Computer Systems Specialist (Cataloguing)		S	\$ 24.86	\$ 25.80	\$ 26.80
Derived Cataloguer					
Derived Cataloguer & Sr. Access Serv.Assoc.					
Digital Collections Programmer/Analyst					
Help Desk Advisor					
Preservation Specialist					
Procurement Specialist					
Resource Sharing Specialist					
Serials Access Specialist					
Serials Acquisitions Specialist					
Web Design Associate					
Computer Systems Specialist	4	A	\$ 46,996	\$ 48,835	\$ 50,762
Customer Support Associate		M	\$ 3,916.30	\$ 4,069.56	\$ 4,230.14
Executive Asst. (Admin & Technical Support)		D	\$ 180.75	\$ 187.83	\$ 195.24
Graphic Designer		R	\$ 24.93	\$ 25.91	\$ 26.93
Original Cataloguer		S	\$ 26.78	\$ 27.83	\$ 28.92
Original Cataloguer & Reference Specialist					
Reference Specialist					
Senior Serials Acquisitions Specialist					
Conservator	3	A	\$ 51,579	\$ 53,865	\$ 56,262
Facilities, Shipping & Receiving Lead Hand		M	\$ 4,298.22	\$ 4,488.72	\$ 4,688.50
		D	\$ 198.38	\$ 207.17	\$ 216.39
		R	\$ 27.36	\$ 28.58	\$ 29.85
		S	\$ 29.39	\$ 30.69	\$ 32.06
Help Desk Analyst	2	A	\$ 56,766	\$ 60,566	\$ 64,503
		M	\$ 4,730.53	\$ 5,047.18	\$ 5,375.23
		D	\$ 218.33	\$ 232.95	\$ 248.09
		R	\$ 30.11	\$ 32.13	\$ 34.22
		S	\$ 32.35	\$ 34.51	\$ 36.75
Computer Systems Admin. (Library Info.Syst.)	1	A	\$ 62,443	\$ 65,247	\$ 68,199
Computer Systems Admin. (Local Systems)		M	\$ 5,203.60	\$ 5,437.25	\$ 5,683.26
		D	\$ 240.17	\$ 250.95	\$ 262.30
		R	\$ 33.13	\$ 34.61	\$ 36.18
		S	\$ 35.58	\$ 37.18	\$ 38.86

WAGES - July 1, 2006

<u>Classification - Job Code</u>	<u>Pay</u>		<u>Scale Group</u>		
			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Access & Reference Services Associate	7	A	\$ 38,179	\$ 39,538	\$ 40,966
Access Services Associate		M	\$ 3,181.56	\$ 3,294.81	\$ 3,413.84
Access Services Generalist		D	\$ 146.84	\$ 152.07	\$ 157.56
Acquisitions Administrative Support Assistant		R	\$ 20.25	\$ 20.97	\$ 21.73
Acquisitions Assistant		S	\$ 21.75	\$ 22.53	\$ 23.34
Business Office Associate					
Computing Access Facility Attendant					
Cataloguing Assistant					
Digital Scanner					
Digital Scanning Associate					
Driver					
Photoduplication Associate					
Resource Sharing Associate					
Shipping Receiving Clerk					
Serials Associate					
Accounting & Procurement Associate	6	A	\$ 41,264	\$ 42,785	\$ 44,384
Administrative Support Associate		M	\$ 3,438.66	\$ 3,565.43	\$ 3,698.68
Digital Scanner (Rare Materials)		D	\$ 158.71	\$ 164.56	\$ 170.71
High Density Access & Retrieval Associate		R	\$ 21.89	\$ 22.70	\$ 23.55
Senior Access Services Associate		S	\$ 23.51	\$ 24.38	\$ 25.29
Senior Access Services Generalist					
Senior Acquisitions Associate					
Senior Digital Scanning Associate					
Senior Preservation Associate					
Senior Reference & Access Services Assoc.					
Senior Resource Sharing Associate					
Senior Serials Associate					
Access/Information Services Specialist	5	A	\$ 44,718	\$ 46,419	\$ 48,207
Acquisitions Specialist		M	\$ 3,726.48	\$ 3,868.27	\$ 4,017.28
Business Office Project Specialist		D	\$ 171.99	\$ 178.54	\$ 185.41
Computer Systems Associate		R	\$ 23.72	\$ 24.63	\$ 25.57
Computer Systems Specialist (Cataloguing)		S	\$ 25.48	\$ 26.45	\$ 27.47
Derived Cataloguer					
Derived Cataloguer & Sr. Access Serv.Assoc.					
Digital Collections Programmer/Analyst					
Help Desk Advisor					
Preservation Specialist					
Procurement Specialist					
Resource Sharing Specialist					
Serials Access Specialist					
Serials Acquisitions Specialist					
Web Design Associate					
Computer Systems Specialist	4	A	\$ 48,171	\$ 50,056	\$ 52,031
Customer Support Associate		M	\$ 4,014.21	\$ 4,171.30	\$ 4,335.89
Executive Asst. (Admin & Technical Support)		D	\$ 185.27	\$ 192.52	\$ 200.12
Graphic Designer		R	\$ 25.55	\$ 26.55	\$ 27.60
Original Cataloguer		S	\$ 27.45	\$ 28.52	\$ 29.65
Original Cataloguer & Reference Specialist					
Reference Specialist					
Senior Serials Acquisitions Specialist					
Conservator	3	A	\$ 52,868	\$ 55,211	\$ 57,669
Facilities, Shipping & Receiving Lead Hand		M	\$ 4,405.68	\$ 4,600.94	\$ 4,805.71
		D	\$ 203.34	\$ 212.35	\$ 221.80
		R	\$ 28.05	\$ 29.29	\$ 30.59
		S	\$ 30.12	\$ 31.46	\$ 32.86
Help Desk Analyst	2	A	\$ 58,185	\$ 62,080	\$ 66,115
		M	\$ 4,848.79	\$ 5,173.36	\$ 5,509.61
		D	\$ 223.79	\$ 238.77	\$ 254.29
		R	\$ 30.87	\$ 32.93	\$ 35.07
		S	\$ 33.15	\$ 35.37	\$ 37.67
Computer Systems Admin. (Library Info.Syst.)	1	A	\$ 64,004	\$ 66,878	\$ 69,904
Computer Systems Admin. (Local Systems)		M	\$ 5,333.69	\$ 5,573.18	\$ 5,825.34
		D	\$ 246.17	\$ 257.22	\$ 268.86
		R	\$ 33.95	\$ 35.48	\$ 37.08
		S	\$ 36.47	\$ 38.11	\$ 39.83

WAGES - January 01, 2007

<u>Classification - Job Code</u>	<u>Pay</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	<u>Scale</u>	<u>Group</u>			
Access & Reference Services Associate	7	A	\$ 38,370	\$ 39,735	\$ 41,171
Access Services Associate		M	\$ 3,197.47	\$ 3,311.28	\$ 3,430.91
Access Services Generalist		D	\$ 147.58	\$ 152.83	\$ 158.35
Acquisitions Administrative Support Assistant		R	\$ 20.36	\$ 21.08	\$ 21.84
Acquisitions Assistant		S	\$ 21.86	\$ 22.64	\$ 23.46
Business Office Associate					
Computing Access Facility Attendant					
Cataloguing Assistant					
Digital Scanner					
Digital Scanning Associate					
Driver					
Photoduplication Associate					
Resource Sharing Associate					
Shipping Receiving Clerk					
Serials Associate					
Accounting & Procurement Associate	6	A	\$ 41,470	\$ 42,999	\$ 44,606
Administrative Support Associate		M	\$ 3,455.85	\$ 3,583.26	\$ 3,717.17
Digital Scanner (Rare Materials)		D	\$ 159.50	\$ 165.38	\$ 171.56
High Density Access & Retrieval Associate		R	\$ 22.00	\$ 22.81	\$ 23.66
Senior Access Services Associate		S	\$ 23.63	\$ 24.50	\$ 25.42
Senior Access Services Generalist					
Senior Acquisitions Associate					
Senior Digital Scanning Associate					
Senior Preservation Associate					
Senior Reference & Access Services Assoc.					
Senior Resource Sharing Associate					
Senior Serials Associate					
Access/Information Services Specialist	5	A	\$ 44,941	\$ 46,651	\$ 48,448
Acquisitions Specialist		M	\$ 3,745.11	\$ 3,887.61	\$ 4,037.37
Business Office Project Specialist		D	\$ 172.85	\$ 179.43	\$ 186.34
Computer Systems Associate		R	\$ 23.84	\$ 24.75	\$ 25.70
Computer Systems Specialist (Cataloguing)		S	\$ 25.61	\$ 26.58	\$ 27.61
Derived Cataloguer					
Derived Cataloguer & Sr. Access Serv.Assoc.					
Digital Collections Programmer/Analyst					
Help Desk Advisor					
Preservation Specialist					
Procurement Specialist					
Resource Sharing Specialist					
Serials Access Specialist					
Serials Acquisitions Specialist					
Web Design Associate					
Computer Systems Specialist	4	A	\$ 48,411	\$ 50,306	\$ 52,291
Customer Support Associate		M	\$ 4,034.28	\$ 4,192.16	\$ 4,357.57
Executive Asst. (Admin & Technical Support)		D	\$ 186.20	\$ 193.48	\$ 201.12
Graphic Designer		R	\$ 25.68	\$ 26.69	\$ 27.74
Original Cataloguer		S	\$ 27.58	\$ 28.66	\$ 29.80
Original Cataloguer & Reference Specialist					
Reference Specialist					
Senior Serials Acquisitions Specialist					
Conservator	3	A	\$ 53,133	\$ 55,487	\$ 57,957
Facilities, Shipping & Receiving Lead Hand		M	\$ 4,427.71	\$ 4,623.94	\$ 4,829.74
		D	\$ 204.36	\$ 213.41	\$ 222.91
		R	\$ 28.19	\$ 29.44	\$ 30.75
		S	\$ 30.27	\$ 31.62	\$ 33.02
Help Desk Analyst	2	A	\$ 58,476	\$ 62,391	\$ 66,446
		M	\$ 4,873.03	\$ 5,199.23	\$ 5,537.16
		D	\$ 224.91	\$ 239.96	\$ 255.56
		R	\$ 31.02	\$ 33.10	\$ 35.25
		S	\$ 33.32	\$ 35.55	\$ 37.86
Computer Systems Admin. (Library Info.Syst.)	1	A	\$ 64,324	\$ 67,213	\$ 70,254
Computer Systems Admin. (Local Systems)		M	\$ 5,360.36	\$ 5,601.05	\$ 5,854.47
		D	\$ 247.40	\$ 258.51	\$ 270.21
		R	\$ 34.12	\$ 35.66	\$ 37.27
		S	\$ 36.65	\$ 38.30	\$ 40.03

WAGES - July 01, 2007

<u>Classification - Job Code</u>	<u>Pay</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	<u>Scale</u>	<u>Group</u>			
Access & Reference Services Associate	7	A	\$ 39,329	\$ 40,729	\$ 42,200
Access Services Associate		M	\$ 3,277.41	\$ 3,394.06	\$ 3,516.68
Access Services Generalist		D	\$ 151.27	\$ 156.65	\$ 162.31
Acquisitions Administrative Support Assistant		R	\$ 20.86	\$ 21.61	\$ 22.39
Acquisitions Assistant		S	\$ 22.41	\$ 23.21	\$ 24.05
Business Office Associate					
Computing Access Facility Attendant					
Cataloguing Assistant					
Digital Scanner					
Digital Scanning Associate					
Driver					
Photoduplication Associate					
Resource Sharing Associate					
Shipping Receiving Clerk					
Serials Associate					
Accounting & Procurement Associate	6	A	\$ 42,507	\$ 44,074	\$ 45,721
Administrative Support Associate		M	\$ 3,542.25	\$ 3,672.84	\$ 3,810.10
Digital Scanner (Rare Materials)		D	\$ 163.49	\$ 169.52	\$ 175.85
High Density Access & Retrieval Associate		R	\$ 22.55	\$ 23.38	\$ 24.26
Senior Access Services Associate		S	\$ 24.22	\$ 25.11	\$ 26.05
Senior Access Services Generalist					
Senior Acquisitions Associate					
Senior Digital Scanning Associate					
Senior Preservation Associate					
Senior Reference & Access Services Assoc.					
Senior Resource Sharing Associate					
Senior Serials Associate					
Access/Information Services Specialist	5	A	\$ 46,065	\$ 47,818	\$ 49,660
Acquisitions Specialist		M	\$ 3,838.74	\$ 3,984.80	\$ 4,138.30
Business Office Project Specialist		D	\$ 177.17	\$ 183.91	\$ 191.00
Computer Systems Associate		R	\$ 24.44	\$ 25.37	\$ 26.34
Computer Systems Specialist (Cataloguing)		S	\$ 26.25	\$ 27.25	\$ 28.30
Derived Cataloguer					
Derived Cataloguer & Sr. Access Serv. Assoc.					
Digital Collections Programmer/Analyst					
Help Desk Advisor					
Preservation Specialist					
Procurement Specialist					
Resource Sharing Specialist					
Serials Access Specialist					
Serials Acquisitions Specialist					
Web Design Associate					
Computer Systems Specialist	4	A	\$ 49,622	\$ 51,564	\$ 53,598
Customer Support Associate		M	\$ 4,135.14	\$ 4,296.96	\$ 4,466.51
Executive Asst. (Admin & Technical Support)		D	\$ 190.85	\$ 198.32	\$ 206.15
Graphic Designer		R	\$ 26.32	\$ 27.35	\$ 28.43
Original Cataloguer		S	\$ 28.27	\$ 29.38	\$ 30.54
Original Cataloguer & Reference Specialist					
Reference Specialist					
Senior Serials Acquisitions Specialist					
Conservator	3	A	\$ 54,461	\$ 56,874	\$ 59,406
Facilities, Shipping & Receiving Lead Hand		M	\$ 4,538.40	\$ 4,739.54	\$ 4,950.48
		D	\$ 209.46	\$ 218.75	\$ 228.48
		R	\$ 28.89	\$ 30.17	\$ 31.51
		S	\$ 31.03	\$ 32.41	\$ 33.85
Help Desk Analyst	2	A	\$ 59,938	\$ 63,951	\$ 68,107
		M	\$ 4,994.86	\$ 5,329.21	\$ 5,675.59
		D	\$ 230.53	\$ 245.96	\$ 261.95
		R	\$ 31.80	\$ 33.93	\$ 36.13
		S	\$ 34.15	\$ 36.44	\$ 38.81
Computer Systems Admin. (Library Info.Syst.)	1	A	\$ 65,932	\$ 68,893	\$ 72,010
Computer Systems Admin. (Local Systems)		M	\$ 5,494.37	\$ 5,741.08	\$ 6,000.83
		D	\$ 253.59	\$ 264.97	\$ 276.96
		R	\$ 34.98	\$ 36.55	\$ 38.20
		S	\$ 37.57	\$ 39.26	\$ 41.03

WAGES - January 01, 2008

<u>Classification - Job Code</u>	<u>Pay</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	<u>Scale</u>	<u>Group</u>			
Access & Reference Services Associate	7	A	\$ 39,526	\$ 40,932	\$ 42,411
Access Services Associate		M	\$ 3,293.80	\$ 3,411.03	\$ 3,534.26
Access Services Generalist		D	\$ 152.02	\$ 157.43	\$ 163.12
Acquisitions Administrative Support Assistant		R	\$ 20.97	\$ 21.71	\$ 22.50
Acquisitions Assistant		S	\$ 22.52	\$ 23.32	\$ 24.17
Business Office Associate					
Computing Access Facility Attendant					
'cataloguing Assistant					
Digital Scanner					
Digital Scanning Associate					
Driver					
Photoduplication Associate					
Resource Sharing Associate					
Shipping Receiving Clerk					
Serials Associate					
Accounting & Procurement Associate	6	A	\$ 42,720	\$ 44,294	\$ 45,950
Administrative Support Associate		M	\$ 3,559.96	\$ 3,691.20	\$ 3,829.15
Digital Scanner (Rare Materials)		D	\$ 164.31	\$ 170.36	\$ 176.73
High Density Access & Retrieval Associate		R	\$ 22.66	\$ 23.50	\$ 24.38
Senior Access Services Associate		S	\$ 24.34	\$ 25.24	\$ 26.18
Senior Access Services Generalist					
Senior Acquisitions Associate					
Senior Digital Scanning Associate					
Senior Preservation Associate					
Senior Reference & Access Services Assoc.					
Senior Resource Sharing Associate					
Senior Serials Associate					
Access/Information Services Specialist	5	A	\$ 46,295	\$ 48,057	\$ 49,908
Acquisitions Specialist		M	\$ 3,857.93	\$ 4,004.72	\$ 4,158.99
Business Office Project Specialist		D	\$ 178.06	\$ 184.83	\$ 191.95
Computer Systems Associate		R	\$ 24.56	\$ 25.49	\$ 26.48
Computer Systems Specialist (Cataloguing)		S	\$ 26.38	\$ 27.38	\$ 28.44
Derived Cataloguer					
Derived Cataloguer & Sr. Access Serv. Assoc.					
.Digital Collections Programmer/Analyst					
Help Desk Advisor					
Preservation Specialist					
Procurement Specialist					
Resource Sharing Specialist					
Serials Access Specialist					
Serials Acquisitions Specialist					
Web Design Associate					
Computer Systems Specialist	4	A	\$ 49,870	\$ 51,821	\$ 53,866
Customer Support Associate		M	\$ 4,155.81	\$ 4,318.45	\$ 4,488.84
Executive Asst. (Admin & Technical Support)		D	\$ 191.81	\$ 199.31	\$ 207.18
Graphic Designer		R	\$ 26.46	\$ 27.49	\$ 28.58
Original Cataloguer		S	\$ 28.42	\$ 29.53	\$ 30.69
Original Cataloguer & Reference Specialist					
Reference Specialist					
Senior Serials Acquisitions Specialist					
Conservator	3	A	\$ 54,733	\$ 57,159	\$ 59,703
Facilities, Shipping & Receiving Lead Hand		M	\$ 4,561.09	\$ 4,763.24	\$ 4,975.23
		D	\$ 210.51	\$ 219.84	\$ 229.63
		R	\$ 29.04	\$ 30.32	\$ 31.67
		S	\$ 31.19	\$ 32.57	\$ 34.02
Help Desk Analyst	2	A	\$ 60,238	\$ 64,270	\$ 68,448
		M	\$ 5,019.83	\$ 5,355.86	\$ 5,703.97
		D	\$ 231.68	\$ 247.19	\$ 263.26
		R	\$ 31.96	\$ 34.10	\$ 36.31
		S	\$ 34.32	\$ 36.62	\$ 39.00
Computer Systems Admin. (Library Info.Syst.)	1	A	\$ 66,262	\$ 69,237	\$ 72,370
Computer Systems Admin. (Local Systems)		M	\$ 5,521.84	\$ 5,769.79	\$ 6,030.83
		D	\$ 254.85	\$ 266.30	\$ 278.35
		R	\$ 35.15	\$ 36.73	\$ 38.39
		S	\$ 37.76	\$ 39.45	\$ 41.24

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 Staff 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 mandatory for all members of the Bargaining Unit. 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 Staff, 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 eighty (80) percent of the premiums for employees participating in the University of Toronto Dental Care Plan.

The parties agree to be governed by the provisions and regulations of the said plan for the term of this Agreement. The Employer shall have the right to amend or change the Dental Care Plan during the term of this Agreement. 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 mandatory for all members of the Bargaining Unit, with the following exception: 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

The Employer agrees to contribute not less than seventy-five (75) percent 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.

Employees will be covered for hearing aids to a maximum of three hundred (300) dollars, every three (3) years.

SCHEDULE VII: SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN

The Employer agrees to contribute not less than seventy-five (75) percent 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 fifty (50) percent of the premiums for employees participating in the University of Toronto Vision Care Plan.

Increase coverage for eligible eyewear (which includes contact lenses and prescription sunglasses) to a combined maximum of two hundred and fifty (250) dollars / twenty four (24) months per family member as soon as practical.

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 mandatory for all members of the Bargaining Unit, with the following exception: employees who have Vision Care coverage through their spouse will be exempted from participation in the Vision Care 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.

SCHEDULE: XI: SAFETY SHOE OR BOOT ALLOWANCE

Where the Employer requires safety shoes or boots to be worn as a condition of employment, the Employer will pay to the employee a safety shoe or boot allowance of one hundred fifty (150) dollars annually.

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

MEMORANDUM OF AGREEMENT: PENSION PLAN

Early Retirement Window

The University agrees to extend the 55/75 early retirement window to December 31, 2006.

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

0.4 percent of HIGHEST AVERAGE EARNINGS up to average CPP maximum salary

Multiplied by (x)

Pensionable service

Reduced by (-)

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

The bridge benefit is payable until the earlier of:

the first of the month in which the participant reaches age sixty-five (65) or the first of the month in which the participant dies.

Retirees

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

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

LETTER OF AGREEMENT: Pregnancy, Adoption, and Parental Leave

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

Re: Articles 19:03, 19:04, and 19:05 (Pregnancy, Adoption, and Parental Leave)
Of the Full-Time Collective Agreement

I am writing to confirm and record our agreement in negotiations for a renewal Collective Agreement that if during the term of the renewal agreement, or any statutory freeze period beyond the term of the renewal Collective Agreement, a grievance is filed alleging that the above-noted provisions of the Collective Agreement discriminate in any way against non-adoptive parents, the parties agree as follows:

- (a) The grievance will forthwith be deemed to be and will be settled by the University and the Union on a without prejudice or precedent basis by granting to the non-adoptive parent grievor the benefits available to adoptive parents under Article 19:04, provided the non-adoptive parent grievor was otherwise eligible for and entitled to parental leave benefits under Article 19:05 at the time the grievance was filed.
- (b) The parties agree that the Collective Agreement shall be deemed to be and will be amended effective the date the grievance was filed by deleting existing Article 19:04 and replacing it with new Article 19:04 Primary Caregiver Leave in the form attached to this letter as Appendix A.

The parties agree that Arbitrator William Kaplan will be seized of any issues concerning the interpretation, application, administration, or alleged violation of this Letter of Agreement.

By the signature of authorized representatives hereunder the University and the Union agree to the terms and conditions of this Letter of Agreement.

Mary Catherine McCarthy

Mary Ann Ross

LETTER OF INTENT: COPIES OF DOCUMENTS IN HUMAN RESOURCES FILES

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The Employer agrees that, during the life of the Collective Agreement, employees shall **be** entitled to request copies of documents in their Human Resources file, to which they are entitled in accordance with the University's Policy on Access to Information and Protection of Privacy. Such requests must be made in writing to the Library Manager Human Resources. The Employer reserves the right to **assess** a fee for providing copies of such documentation, consistent with the cost incurred **by** the Employer in responding to such requests.

Yours truly,

Mary Ann **Ross**
Director, Labour Relations

LETTER OF INTENT: REPLACEMENT OF FULL-TIME EMPLOYEES

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

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

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: INFORMATION REGARDING EMPLOYEE BENEFITS

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

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,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: VACATION ACCRUAL OPTION

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

Upon notification by the Union the Employer will change the vacation accrual formula from a July 1st date to a monthly earned vacation credit system as soon as practicable.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: NON-MANDATORY RETIREMENT

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

In the event legislation is passed, the Employer agrees that there will be discussions between the Union and the Employer, about Non-Mandatory Retirement legislation.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: PROVISION OF OFFICE SPACE

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

Approximately 239 square feet of office space will be provided rent free to Local 1230, of the Canadian Union of Public Employees in Room 14019 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 14019 will be gained only by use of the public elevator which serves floors 2, 6, 8 and 14.

c) Use of Room 14019, 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 14019 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 14019 is required by the University for academic purposes. In this event, alternate accommodation will be found.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: HOLIDAYS DECLARED BY THE PRESIDENT OF THE UNIVERSITY OF TORONTO

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

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,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: UNION STEWARDS

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

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,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: MONTHLY LISTING OF EMPLOYMENT STATUS CHANGES

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

It is agreed that the Employer will provide the Secretary-Treasurer 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,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: TRAINING

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The Employer and **the** Union are committed to quality job-related training throughout the workplace.

The parties acknowledge the value of the "Blueprint for Training" document that evolved as an initiative of the **Union/Management** Committee.

It is agreed that training will be an agenda at future **Union/Management** Committee meetings, and that on a **pre-determined** schedule each department head within the Central Library System will attend a specific meeting of the **Union/Management** Committee to provide a report on the training programs and initiatives in their departments, and to invite comments and dialogue with the Union.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: HARASSMENT AWARENESS WORKSHOP

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue, Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The University and the Union recognize that they have a joint responsibility with respect to safety in the workplace. During the life of the current Collective Agreement, the parties agree to meet with a view to organizing and conducting an information workshop to address the issues of harassment in accordance with the Human Rights Code, Collective Agreement, and the University's Sexual Harassment Policy and Statement on Prohibited Discrimination and Discriminatory Harassment and violence in the workplace.

Arrangements will be made for employees to attend the workshop at no loss of earnings.

The workshop, which may be approximately two and one half (2½) to three (3) hours in duration, will be conducted by instructors from the Union and may involve the participation of University Human Resources and Equity officers.

The first session of the workshop will be offered to Union officials and Library supervisory staff.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: PENSION INFORMATION

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

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

It is further agreed that the University shall meet with representatives of CUPE within three (3) months of providing such information to discuss the material and answer questions concerning the Pension Plan.

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

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: JOB DESCRIPTIONS AND CLASSIFICATIONS

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

1. The University acknowledges the value of the work performed by members of the **CUPE 1230** Full-time Bargaining Unit, and that this work has evolved and changed, as the Library has evolved and changed, and continues to do so. The University also acknowledges that the classifications assigned to Bargaining Unit jobs should be reviewed, updated and maintained to reflect significant changes that occurred on an ongoing basis.
2. The University and the Union therefore agree to a process to revise and update all job profiles and to update job evaluations using the University of Toronto Libraries Job Evaluation Plan, based on the following principles:
 - 2.1 It is Management's role to determine the work that is required to be done, to allocate duties and responsibilities, and to define and describe the jobs.
 - 2.2 It is the job that is to be defined/described, not the performance of any particular incumbent.
 - 2.3 Job profiles should be objective, clear, concise statements of duties and responsibilities, skills and effort required, and working conditions.
 - 2.4 Management will maintain and develop job profiles in light of the jobs as they are currently functioning, and as they will be needed to function in order that the University can achieve its vision of the "library of the future" as set forth in the Library's strategic planning exercise.
 - 2.5 The questionnaire developed and agreed upon consultation with the Union will be maintained and utilized to gather from all employees information concerning the working conditions under which the jobs are performed, as well as the physical and mental effort required of employees in the performance of their jobs.
 - 2.6 Job profiles are written at a high level, focusing on the job, its major duties and responsibilities, and with some flexibility, as opposed to an exhaustive list of all tasks; i.e., profiles will focus on the "what" and "why" of jobs, without a great deal of detail as to the "how."
 - 2.7 Job profiles will be written so as to be able to serve a number of purposes for the Library and for the Bargaining Unit members, such as for training purposes, career planning and development, posting, recruitment as well as general operational management.

- 2.8 Job titles will reflect the nature and level of the work performed.
 - 2.9 The Union and all employees in the Bargaining Unit will be provided with copies of their job profiles for review and comment.
 - 2.10 Classification of job descriptions will be based on the University of Toronto Libraries Job Evaluation Plan (version **2003**) for **CUPE 1230** positions.
 - 2.11 The number of levels of any specific function are based on actual and anticipated needs of the organization.
 - 2.12 Salary administration should be based on job classification and be fair and equitable and provide for internal equity within the Bargaining Unit, and in reference to jobs performing similar work throughout the University, as well as market competitiveness.
 - 2.13 Classification decisions will result directly in the assignment of jobs of similar value to the appropriate salary grade for that classification.
 - 2.14 Any increases to salaries that result from this process will be retroactive to July 1, **2003** or the date on which the job profiles came into effect, whichever is later.
 - 2.15 As a result of this process, no employee will have his or her wages reduced.
3. The main goal of this exercise is that the Library administration, the Union, and the employees have access to accurate, up-to-date job descriptions and classifications. While this may result in some reclassifications or the re-assignment of existing classifications to different salary grades, the objective is fairness and equity, not across-the-board reclassifications.
 4. Upon completion of the current job evaluation review process, the University of Toronto agrees to provide to the Union the relevant job profile, the rating sheet and relevant rating notes upon a reclassification or re-rating of any existing or new position within **5** working days of the position being rated. The Union will have up to **15** working days to register objections and will present in writing their objections to the rating with specific reasons and the Union's recommendation as soon as possible thereafter.
 5. Management will have up to **15** working days to respond in writing to the objections presented by the Union. Should the Union continue to disagree with the rating decision a meeting shall be held between two Union representatives and two Employer representatives in order to discuss the issues in dispute on a without prejudice basis. Mediation may also take place at this meeting or at a later date if agreed to by the parties. Failure to resolve the classification disagreement may result in the dispute being referred to an agreed upon neutral **3rd** party arbitrator for a decision that shall be binding on the parties. In the event of a dispute, the University's classification will prevail unless, and until, an arbitrated decision is received, resulting in a different outcome.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: ACCOMMODATION

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The Employer and the Union are committed to the continuation of the delivery of the Accommodation Training Workshop which was jointly developed in order to educate employees and managers of their rights, responsibilities and benefits in the area of Accommodation, Long Term Disability, WSIB and Return to Work. The content of said workshop will be maintained to ensure that the materials are up to date and relevant.

The Employer is committed to discussing accommodation, Long Term Disability, WSIB and Return to Work together with the Union or the Union accommodation representatives in order to address current systemic or process issues/concerns (not individual cases).

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: TRAINING FOR CAREER DEVELOPMENT

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The University recognizes the value of employees in achieving its mission and contributing to its excellence. In this regard, the Union and the University recognize that training and career development are important components in achieving these objectives, in that they better enable all employees to fulfill their potential and contribute to the University. Employees pursuing career development opportunities will maintain jointly with their manager, individual career development plans. It is recognized that training can encompass a multitude of forms, in addition to formal training, including but not limited to cross training opportunities, informal and formal training opportunities, project related training assignments, and job shadowing opportunities. It is understood that such short term arrangements shall be viewed as training and career development opportunities and as such, Article 24 does not apply; short term opportunities may be cancelled by either party with reasonable notice. It is understood that such short term arrangements are not intended to address staffing issues.

Effective September 1, 2006 employees may request from the Employer training and career development related to the employee's position or as part of the agreed upon career development plan. Such training and career development opportunities will be approved at the Employer's discretion subject to operational requirements, cost and the availability of programs. Such requests would not be unreasonably withheld.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: EDUCATIONAL ASSISTANCE

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The University agrees that employees in the Bargaining Unit shall be entitled to the benefits of the Educational Assistance policy, attached thereto.

Yours truly,

Mary Ann Ross
Director, Labour Relations

INTRODUCTION

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

TERMS OF REFERENCE

Qualifying staff members referred to below are those staff who are eligible in terms of University service (described under ELIGIBILITY) and have academic acceptability by the Faculty, School, Centre, etc., from where the course is to be taken and the approval of the Department Head before beginning the course as described under PROCEDURES. The policy provides financial assistance for employees undertaking part-time studies.

ELIGIBILITY

Persons who are actively employed in the CUPE, Local **1230** Full-Time Bargaining Unit.

PROVISIONS

1. One hundred (100%)percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking:

- 1) a University of Toronto degree course, **up** to and including the Master's level, or
- 2) a diploma or certificate program offered through Woodsworth College, or
- 3) those courses offered by the School of Continuing Studies in which enrolment is not limited to defined constituencies normally outside the University community or for which substantially higher than average fees are charged.

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

In the case of Masters degree programs, the University will fund up to the equivalent of a part-time program fee for regular Faculty of Arts and Science Masters' programs.

2. Fifty (50%)percent Tuition Reimbursed

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

- 1) Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire.
- 2) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of his/her present job or directly related to his/her

potential career. Individual courses, even though unrelated, will qualify provided they are a part of an eligible certificate, diploma or degree program.

A handwritten signature or set of initials, possibly 'JAF', written in black ink.

LETTER OF INTENT: TUITION WAIVER FOR DEPENDANTS

November 23, 2005

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
Full-Time Bargaining Unit
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The University agrees that dependants of employees in the Full-Time Bargaining Unit shall be entitled to the benefits of the Tuition Waiver for Dependants Policy attached hereto. It is agreed that the University may amend the aforesaid Policy from time to time.

Yours truly,

Mary Ann Ross
Director, Labour Relations

INTRODUCTION

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

TERMS OF REFERENCE

An eligible spouse, partner or 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 waiver.

For the purposes of this policy:

- Dependant shall mean the natural, legally adopted, step or foster child of the employee who is not engaged in active employment and is dependent on the employee or employee's spouse for financial support and is under the age of twenty five **(25)**;
- Spouse or partner shall mean the legally married spouse or domestic partner including same sex partner of the eligible staff member;
- Academic tuition fee by definition excludes application, registration, service, examination and other incidental fees.

ELIGIBILITY

This benefit is available to:

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

PROVISIONS

Eligible dependents will have their academic tuition fee waived for each academic year of the programme until the degree is awarded.

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 to the program of study. In cases where the program requires undergraduate preparation, only the undergraduate courses taken as part of the preparation are eligible.

Programmes in the following areas are also not eligible:

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

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

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

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

APPENDIX C: STATEMENT OF GRIEVANCE

CUPE 1230/University of Toronto Statement of Grievance

Case No.: _____ Local No.: _____ Bargaining Unit: _____

Date: _____

Supervisor: _____

Signature: _____ Date: _____

GRIEVOR

Name _____

Department _____

Phone _____ E-mail Address _____

Classification/Job Title _____

Signature: _____ Date _____

Designated Union Official: Steward Chief Steward Steward-at-Large President

Signature _____ Date _____

To: _____

STATEMENT OF GRIEVANCE (make sure to include all points)

Therefore I/we request that:

Resolved on (date): _____

Complaint Stage (Date: _____) Step 1 (Date: _____) Step 2 (Date: _____)

Step 3 (Date: _____) Not resolved / in Arbitration (Date: _____)

One copy goes to each of the following: Labour Relations, Library Human Resources Office, Employee and Chief Union Steward.

APPENDIX D: 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^{1/4}) hours per day (six and three-quarters (6^{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 ($7^{1/4}$) hours per day; six and three-quarters ($6^{3/4}$) 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 ($3^{3/4}$) hours to total seven and one-quarter ($7^{1/4}$) hours; three and one-quarter ($3^{1/4}$) hours to total six and three-quarters ($6^{3/4}$) 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 Human Resources records.

14. Terminating or Transferring Employees

Terminating employees must balance any debit or credit hours before leaving. Any credit not taken will be forfeited. 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.

INDEX

- ACCOMMODATION, 55
- Accommodation / Return to Work, 16
- Adoption Leave, 12
- ARBITRATION, 7
- Arbitration Expenses, 8
- Authority of the Arbitration Board or Arbitrator, 8
- Basis of Leave, 16
- BENEFITS, 25
- BEREAVEMENT LEAVE, 15
- Bulletin Boards, 20
- Call Back, 21
- Cancellation of Recall Rights, 10
- Complaint Stage, 5
- Conventions and Seminars, 11
- COPIES OF DOCUMENTS IN HUMAN RESOURCES FILES, 41
- Correspondence, 20
- Definition, 16
- Definition of "On Standby, 22
- Dental Care Plan, 25
- DENTAL CARE PLAN, 37
- DISCHARGE GRIEVANCE, 7
- DISCIPLINARY INTERVIEW, 5, 63
 - Record of Disciplinary Action, 5
- Discipline Grievance, 7
- Educational Allowance, 20
- EDUCATIONAL ASSISTANCE, 57
- Eligibility for Other Positions, 19
- Employee May Continue Contributions, 15
- Employee Returned to Previous Job, 19
- Employer Discontinues Contribution to Welfare Benefits, 14
- Exceptions, 17
- Explanation to Employee, 19
- EXTENDED HEALTH CARE, 37
- Extended Health Care Plan, 25
- Factors Affecting Selection, 18
- FLEXIBLE HOURS, 23
- General, 3, 11
- GENERAL, 19
- General Authority of the Arbitration Board or Single Arbitrator, 8
- GENERAL PURPOSE, 1
- GRIEVANCE PROCEDURE, 5
- Group Life and Survivor Income Plan, 25
- GROUP LIFE AND SURVIVOR INCOME PLAN, 36
- GUIDELINES FOR FLEXIBLE HOURS, 65
- HARASSMENT AWARENESS WORKSHOP, 51
- Health and Safety Committee, 28
- Holiday Falling on a Vacation, 24
- HOLIDAYS, 23
- HOLIDAYS DECLARED BY THE PRESIDENT OF THE UNIVERSITY OF TORONTO, 47
- HOURS OF WORK AND OVERTIME, 21
 - No Pyramiding, 22
- Human Resources Files, 20
- INFORMATION REGARDING EMPLOYEE BENEFIT, 43
- Initiation Fee, 26
- Job Classification Grievance, 6
- Job Classifications, 19
- JOB DESCRIPTION AND CLASSIFICATIONS, 53
- JOB POSTING, 18
- JOB SECURITY, 27
- Joint Membership Plan, 26
- JOINT MEMBERSHIP PLAN, 37
- JURY DUTY OR CROWN WITNESS LEAVE, 15
- Layoff - Technological Change, 27
- LAYOFF AND RECALL, 9
- Layoff Notice, 10
- LEAVES OF ABSENCE, 11
- Long-Term Disability Plan, 25
- LONG-TERM DISABILITY PLAN, 36
- Loss / No Loss of Seniority, 9
- Major Organizational Change, 28
- Meal Allowance, 22
- MEDIATION / ARBITRATION, 7
- Membership Exemption, 26
- Misuse of Sick Leave, 16
- MODIFICATION OR TERMINATION, 29
- MONTHLY LISTING OF EMPLOYMENT STATUS CHANGES, 49
- National Representative, 3
- NEGOTIATING COMMITTEE, 3
- Negotiations, 29
- NO DISCRIMINATION, 2
- NO STRIKES OR LOCKOUTS, 2
- NON-MANDATORY RETIREMENT, 45
- Notification, 18, 27
- Notification of Change of Address, 10
- Notification of Change of Status, 20
- OCCUPATIONAL HEALTH AND SAFETY COMMITTEE, 28
- Overtime, 21
- Paid Personal Leave of Absence, 14
- Parental Leave, 12
- Paternity Leave, 13
- Pay on Transfer - Lower Rated Job, 22
- Payment, 23
- PENSION INFORMATION, 52
- Pension Plan, 25, 39
- PENSION PLAN, 36
- Physician's Certificate, 16
- POLICY OR GROUP GRIEVANCE, 7
- Pregnancy Leave, 11
- Pregnancy, Adoption, and Parental Leave, 40
- President of the Union Local, 14
- PROBATIONARY EMPLOYEES, 8
- Progression, 36
- Promotion - Pay Calculations, 22
- PROVISION OF OFFICE SPACE, 46
- Pyramiding, 22
- Recalled While "On Standby", 23
- RECOGNITION AND COVERAGE, 1
- REPLACEMENT OF FULL-TIME EMPLOYEES, 42
- Required to Call In, 16
- Rest Periods, 21
- Returning to Duty, 16

Safety Shoe or Boot Allowance, 26
SAFETY SHOE OR BOOT ALLOWANCE, 38
Semi-Private Hospital Accommodation Plan, 26
SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN, 37
SENIORITY, 9
Seniority During Leave of Absence, 15
Seniority List, 9
Sexual Harassment, 2
Shift Premium, 21
Shift Work, 21
SICK LEAVE, 16
Sick Leave -- While Drawing Workplace Safety and
Insurance Benefits, 17
Staff Changes Grievance, 6
Standard Hours, 21
STANDBY PAY, 22
STATEMENT OF GRIEVANCE, 64
Step One, 5
Step Three, 6
Step Two, 6
Sunday Work, 21
Supervisory Positions, 19
SUSPENSION OR DISCHARGE NOTIFICATION, 5
TECHNOLOGICAL CHANGE, 27
Technological Changes Grievance, 6
Temporary Relief in a Higher Classification, 22
Termination Layoff, 10
THREE DAYS OFF WITH PAY, 24
TIME LIMITS -- DAYS EXCLUDED, 8
Time Off, 3
TRAINING, 50
Training Benefits - Technological Change, 27
TRAINING FOR CAREER DEVELOPMENT, 56
TRANSFERS AND PROMOTIONS, 18
Transmittal of Dues and Initiation Fees, 26
Trial Period, 18
TUITION WAIVER FOR DEPENDANTS, 60
Union Dues, 26
Union Membership, 26
Union Paid leave, 3
Union President and Chief Union Steward, 11
Union Representation, 5
UNION REPRESENTATION-- STEWARDS AND CHIEF
UNION STEWARD, 4
UNION SECURITY, 26
UNION STEWARDS, 48, 63
UNION/MANAGEMENT COMMITTEE, 28
University Business Leave, 3
UNIVERSITY PAID LEAVE, 3
VACATION ACCRUAL OPTION, 44
Vacation Allowances, 25
VACATIONS, 24
Vision Care Plan, 26
VISION CARE PLAN, 38
VISUAL DISPLAY TERMINAL, 38
WAGES, 31
Waiver, 18

76