



## COLLECTIVE AGREEMENT

- BETWEEN -

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**

- AND -

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

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

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**COLLECTIVE AGREEMENT ENTERED INTO** at the City of Toronto, in the **Province** of Ontario, as of February 23, 2000.

- between -

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

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1230 (Part-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 collective bargaining **agency** for:

*University of Toronto Library*; all non-professional part-time 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, and students working during the school vacation period, save and except supervisors and persons above the rank of supervisor, Bibliographers (selector), Bibliographic Associates II, Archivists, and persons covered by the **subsisting** collective agreement.

**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, lay-off, discipline, suspend, or discharge employees;
- c) establish and enforce rules and regulations not **inconsistent** with the provisions of the Agreement governing the conduct of the employees and generally to manage and operate the University of Toronto.

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

**ARTICLE 4: NO STRIKES AND NO 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 35:02, the Employer shall **recognize** and deal with 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 up to three (3) members of the negotiating committee 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 35:02.

**Time Off**

6:03 The Employer agrees to pay not more than three (3) employees who are members of the Part-Time Bargaining Unit Negotiating Committee seven and one-quarter (7<sup>1/4</sup>) hours' pay at their regular wage rate for attending meetings to negotiate amendments to the Collective Agreement.

Employees constituting the Union bargaining committee shall each **be** granted as preparation time, one-half (1/2) day off with pay at three and two-thirds (3<sup>2/3</sup>) hours' pay for each year of the term of the collective agreement to **be** renewed.

**ARTICLE 7: UNION LEAVE**

7:01 Up to a total of five (5) days per month will be granted as union leave to union officials as designated by the Union for the purpose of **conducting** union business pertaining to either the Full-Time or Part-Time Bargaining Unit. Arrangements for such time off shall be made by the Library Manager of Personnel Services in consultation with the President. It **is** agreed and understood that such leave shall be used exclusively for the business of the Library **bargaining** units. If not used, no portion of this leave may **be** carried over to the next month.

7:02 The Employer **agrees** that the President, the Chief Union Steward and the Steward involved in the processing of the grievance shall not suffer any loss of pay or benefits for the **time** involved attending arbitration hearings. It is understood no payment for time lost shall **be** made for attendance at such hearings to the **grievor** or Union witnesses.

**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, 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 of the Canadian Union of Public Employees, Local 1230, Part-Time Bargaining Unit, shall be limited to representing employees in that bargaining unit.
- 8:04 The Employer acknowledges the right of members of the Canadian Union of Public Employees, Local 1230, Part-Time Bargaining Unit, to utilize the full-time employee Steward body to assist the said employees in the preparation and the presentation of grievances.
- 8:05 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.
- 8:06 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 shall be authorized to act.
- 8:07 The department(s) covered by each Steward shall be listed in Appendix "A" of this Agreement. One (1) Steward from within the bargaining unit will be appointed by the Union as Chief Steward.
- 8:08 It is acknowledged that the Stewards shall have completed the probationary period prior to their appointment.
- 8:09 The Employer agrees that Stewards-At-Large or the Chief 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.
- 8:10 A copy of the most recent collective agreement shall be provided to each new employee by the Employer.

#### 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 such interview unless the employee requests otherwise and completes Appendix "A" to so indicate in the presence of the Union Steward. Whether or not the Steward is present, if discipline results a contact form will be completed and given to the employee. The Employer will supply a copy to the Union within forty-eight (48) hours of the meeting.

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

**Record of Disciplinary Action**

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

**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 of Personnel Services of the reason therefor. The Steward will be advised in writing within one (1) working day (24 hours) of the fact of suspension or discharge and the reason therefor.

**ARTICLE 11: GRIEVANCE PROCEDURE**

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 Employer 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 of Personnel **Services** by the **Chief** Union Steward within five (5) working days after receiving the answer in **writing**. A meeting shall be arranged between the Department Head and the Chief **Union** Steward within three (3) working days of **receiving** the grievance. The Department Head shall reply in writing to the Chief **Union** Steward as soon as possible but not later than ten (10) **working** days if the grievance is not settled at **this meeting**.

**Step Three**

11:04 If the grievance is not settled at **Step** Two, the written grievance may be referred to the Director of Human Resources, 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 Human Resources or his/her designate together with the Chief Librarian or **her/his** designate shall meet **with** the National Representative of the Union or his/her designate within five (5) **working** days of receipt of the grievance in order to resolve the

dispute. The Director of Human Resources or his/her designate shall reply in writing within five (5) working days if the grievance is not settled at this meeting.

#### **Staff Changes Grievance**

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

#### **Technological Changes Grievance**

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

#### **Job Classification Grievance – Regular Part-Time Employees**

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

If the grievance is not settled at this meeting, the Library Manager of Personnel Services shall reply to the Chief 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 **aforsaid** 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 PROCEDURE**

**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 Human Resources within five (5) working days after the discharge of the employee. If the matter is not immediately settled, the Director of Human Resources or his/her designate together with the Chief Librarian or her/his **designate**, shall **meet** with the National **Representative** of the Union, or his/her designate, within a further period of five (5) working days after presentation of the grievance. If the grievance is not settled at this meeting, then the Union may notify the Director of Human Resources 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 Human Resources, 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 Human Resources or his/her designate together with the Chief Librarian or her/his designate, shall meet with the National Representative of the Union or his/her designate, within ten **(10) working days**. If the grievance is not settled at this meeting, then either party may notify the other party, in writing, within a further period of five **(5) working days**, that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall **contain** the details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought at arbitration.

#### **ARTICLE 14: ARBITRATION**

**14:01** If the grievance is not settled at Step Three, either party may notify the other within a further period of ten **(10) working days** after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitration board or a single arbitrator, in the case of a board of arbitration the name and address of the party's nominee to the proposed arbitration board.

The party who receives the notice of intention to proceed to a board of arbitration shall then notify the other party of the name and address of the party's nominee to the proposed arbitration board within ten **(10) working days** after receiving the notice. The two nominees appointed shall attempt to select a Chairman for the board, but if they are unable to agree upon the selection within a period of ten **(10) working days** after the appointment of the second nominee, either of the nominees shall then have the right to request the Minister of Labour to appoint a Chairman for the arbitration board.

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

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

#### **Arbitration Expenses**

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

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

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

#### **General Authority of the Arbitration Board or Single Arbitrator**

**14:05** Any board of arbitration or single arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement, nor to add to or amend any of the terms of this Agreement. The jurisdiction of the arbitration board or single arbitrator shall be strictly **confined** to dealing with the issue in dispute within the confines of the Agreement between the

parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the board of arbitration or single arbitrator shall be final and binding upon the parties. The decision shall be unanimous or one reached by a majority of the members of the board; provided, however, that if there is no majority decision of the board, then the decision of the Chairman 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 New employees will be considered as probationary employees until after they have worked for a total of ninety (90) days or six (6) calendar months for the Employer.

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.

16:02 Four hundred and sixty-five (465) hours is equivalent to ninety (90) days worked.

16:03 Where an employee has been appointed for a second or subsequent session thereafter, the employee shall be deemed to have already satisfactorily completed the probationary period.

**ARTICLE 17: SENIORITY -- Regular Part-Time Employees**

17:01 Seniority is defined as the length of service in the bargaining unit only applied to a regular part-time employee. Seniority shall commence from the date of last hire into the bargaining unit. Employees from outside the bargaining unit who voluntarily transfer to positions covered by this bargaining unit shall acquire seniority from the date of last entry into the bargaining unit. Employees whose positions become covered by this collective agreement due to organizational change shall be considered to have seniority in the bargaining unit consistent with their length of service from the date of last hire into the University of Toronto. The seniority list shall rank the seniority of these employees in reverse order of the date of last hire with the Employer.

17:02 A regular part-time employee shall be entitled to accumulate seniority at the rate of one year's credit for every one thousand eight hundred and sixty-three (1,863) hours worked.

17:03 An Assistant Library Technician/Assistant Public Access Facility Attendant or Temporary Employee shall not acquire seniority during the term of employment in that classification.

17:04 In the event an Assistant Library Technician/Assistant Public Access Facility Attendant or Temporary Employee is appointed to a regular part-time position in the bargaining unit or a full-time position in the full-time bargaining unit, all hours worked from the date of last hire shall be credited to the employee for the purpose of establishing seniority as defined in Article 17:01 of the part-time collective agreement, or Article 17:01 of the full-time collective agreement, as the case may be, it being understood that the summer session shall not constitute a break in service.

- 17:05 In the event a regular part-time employee is appointed to the full-time bargaining unit, all hours worked shall be credited to the employee for the purpose of **establishing** seniority as defined in Article 17:01 of the full-time **collective** agreement.
- 17:06 In the event a full-time employee is appointed to a position in the part-time bargaining unit, such employee shall be given full recognition of their seniority as defined in Article 17:01 of the part-time **collective** agreement.
- 17:07 In the event an employee in the full-time bargaining unit is hired as an Assistant Library Technician/Assistant Public Access Facility Attendant, Temporary Employee or a Project Employee, the Employer shall **recognize** the previous seniority accrued and apply it to the appropriate step in the schedule of wages.

The application of this provision shall not exceed one year from the time of absence of employment from the full-time bargaining unit.

#### **Loss of Seniority**

- 17:08 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** hand delivered or by registered mail to return to work of the employee's intention so to return, or fails to report to work on the date and at the time specified in the said notice.

#### **Seniority Lists**

- 17:09 The Employer shall maintain a seniority list showing the employee's name, the employee's classification and the date upon which each employee's service last commenced. An up-to-date seniority list shall be sent to the Union and posted on bulletin boards each September.
- 17:10 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.

#### **ARTICLE 18: LAY-OFF AND RECALL -- Regular Part-time Employees**

- 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 of work or in the workforce, the Employer agrees that regular Part-time 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 a regular part-time employee is laid off, he/she shall have the option of displacing another regular part-time 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 regular part-time 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 regular part-time employee in the same **classification** or the least senior regular part-time 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 lay-off 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 lay-off and any resulting displacements.

It is understood that when an employee exercises the option to displace a regular **part-time** 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.

#### **Lay-off Notice**

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

#### **Union President and Chief Union Steward**

**18:05** The Employer agrees that in the event of a lay-off, the President of **CUPE Local 1230**, if employed by the Library, and the Chief Steward of **CUPE Local 1230** shall be the last employees laid off during **their** term of **office**.

**18:06** The Employer shall **notify** employees who are to be permanently laid off in accordance with the following schedule:

up to 4 years of service	.	<b>4 weeks</b>
4 years of service or more	.	1 week for each year of service to a <b>maximum</b> of 26 weeks

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

### **ARTICLE 19: LEAVES OF ABSENCE**

#### **General**

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

### Conventions and Seminars

- 19:02** Subject to the approval of the Library Manager of Personnel Services and upon **written** request submitted at least fourteen **(14)** days in advance, leave of absence without pay or loss of seniority shall be granted to not more than four **(4)** employees at any one time, who may be **elected** or selected by Local **1230** to attend any **authorized** Labour Convention or **Educational** Seminar. Such leave of absence is **to** be confined to the actual duration of the Convention or Educational Seminar and the necessary travelling time. Such leave shall not exceed ten **(10)** working days per year for each employee to whom such leave is granted.

### Pregnancy Leave -- Regular Part-Time Employees

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

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

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

### Adoption Leave -- Regular Part-Time Employees

- 19:04** Adoption leave of absence must be applied for and granted in writing. An employee must have completed one thousand, eight hundred and sixty-three **(1,863)** hours 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 Employer 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 Employer **benefits** through regular payroll deductions. The employee shall be reinstated with benefits as provided for under the Agreement.

Adoption leave may be taken by either spouse, but is limited to only one (1) spouse. The adoption leave shall not be shared by spouses. **Adoption** leave of absence does not apply to adoptions arising through the blending of families.

a) **written** application shall be submitted to the Library Manager of Personnel Services when the employee's **application** to adopt has been approved by the appropriate adoption authority or as early as reasonably possible when no adoption authority is involved.

b) the leave should commence immediately upon formal notice to the employee that the child is available or at a time mutually agreeable to the employee and the Library Manager of Personnel Services.

**Pregnancy Leave -- Regular Part-Time Employees, Assistant Library Technician/Assistant Public Access Facility Attendants, Graduate Assistant Library Technician/Assistant Help Desk Advisor, and Temporary Employees (Employment Standards Act)**

19:05 A regular part-time employee who has not completed the equivalent of one (1) year's service (1,863 hours), an Assistant Library Technician/Assistant Public Access Facility Attendant, Graduate Assistant Library Technician/Assistant Help Desk Advisor, or a Temporary Employee may be granted pregnancy leave without pay in accordance with the *Employment Standards Act of Ontario*.

19:06 The requirements established by Employment & Immigration Canada concerning Employment Insurance benefits and Supplemental Employment Benefits (SEB), as they apply to Articles 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.

**Parental Leave -- Regular Part-Time Employees**

19:07 An employee who is a parent of a child and who has been employed with the Employer for at least **thirteen (13)** weeks is entitled to an **eighteen (18)** week unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Both parents will be eligible to take a parental leave, and each parent is eligible to take **eighteen (18)** weeks of unpaid leave. *The Employment Insurance Act provides* for a maximum of **ten (10)** weeks of Employment Insurance **benefits**. Employment Insurance benefits **can** be claimed by either parent, or split between them for a total of **ten (10)** weeks.

For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into the custody, care and control of a parent. For fathers and adoptive

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

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

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

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

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

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

#### **Paternity Leave -- Regular Part-Time Employees**

**19:08** 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 -- Regular Part-time Employees**

**19:09** Commencing **July 1st** of each year, each employee shall be allowed for good reason up to **four (4)** days' paid leave of absence annually which must be approved and granted by the employee's supervisor. Employees shall be permitted to use paid Personal leave of absence for the observance of **religious holidays** of their **faith** which fall on a day in which they would normally be **required** to work.

Such leave of absence shall not accrue from one year to another if not used in that year.

Each application for leave of absence must be made in writing, shall indicate the reason for the application therefor, and must be submitted to the employee's supervisor at least **five (5)** days in advance. In the event of an emergency, the requirement to provide **five (5)** days advance notice shall be waived, however the employee in applying for emergency paid personal leave of absence shall provide an **explanation** as to the nature of the emergency.

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

Paid personal leave may not be taken in units of less than one **(1)** hour.

**Full-Time Officer of the Union**

**19:10** Where an employee is elected or selected to a full-time office within the Union, the employee may request a leave of absence at least two (2) weeks in advance in writing from the Library Manager of Personnel Services for a period not to exceed one (1) year. Subject to approval of the Library Manager of Personnel Services, the employee shall be granted leave of absence. Such leave shall be renewed each year, on request, during the employee's term of office. On the expiration of said leave, upon written request to the Library Manager of Personnel Services, which must be submitted at least two (2) weeks prior to said termination, the employee shall be returned either to the employee's former position, or to a position in a classification comparable to that in which the employee was employed before taking the office, if such is available, or to such other position as may be determined by the Library Manager of Personnel Services as being suitable. The above-described leave of absence shall be limited to one (1) employee at any one time during the term of this Agreement.

**Employer Discontinues Contribution to Welfare Benefits – Regular Part-Time Employees**

**19:11** 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), the Employer shall discontinue its share of contributions for the aforesaid employee to:

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

**Employee May Continue Contributions – Regular Part-Time Employees**

**19:12** The employee can make provision for continuance of coverage of whatever welfare benefits programs in which the employee was enrolled prior to said leave of absence being granted by making direct payment to the supervisor of the monthly payroll. All premiums must be paid in advance and in accordance with the rules established by the Human Resources Department.

**ARTICLE 20: BEREAVEMENT LEAVE – Regular Part-Time Employees**

**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.

**ARTICLE 21: JURY DUTY OR CROWN WITNESS LEAVE**

**21:01** An employee subpoenaed to serve as a juror or crown witness shall receive full payment for all hours of work that would have been regularly scheduled.

**ARTICLE 22: SICK LEAVE -- Regular Part-Time Employees****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 *Workers' Compensation 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 regular part-time employee who holds an appointment of twenty (25) percent or more of a full-time appointment, upon the completion of the probationary period, shall **be eligible to be granted** sick leave at the employee's regular rate of pay for periods up to **fifteen (15)** weeks during unavoidable absence due to illness or Injury not compensable under the **provisions** of the *Workers' Compensation Act*. Regular rate of pay equals the hourly rate multiplied by the number of hours an employee is regularly scheduled to work each day.

**Required to Call In**

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

**Physician's Certificate**

22:04 An employee with prior written **notification**, may be required by the *employee's* supervisor to provide a doctor's certificate certifying that the employee is unable to carry out the employee's normal duties due to illness.

22:05 A record of all used sick leave shall **be** kept by the Employer.

**Misuse of Sick Leave**

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

**Returning to Duty**

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

**Exceptions**

22:08 No payment of any **sick** leave credit shall be due to any 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 staff changes **affecting** regular part-time employees covered by the terms of this Agreement, the Employer first **will** post notice of the said position in the Employer's offices, and on the bulletin boards of the Library (three 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 therefor. 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.

- 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 Technician/Assistant Public Access **Facility** Attendants, Graduate **Assistant** Library Technician/Assistant Help Desk Advisor, and Temporary Employees will be given consideration.
- 23:03 "Canadian Union of Public Employees, Local 1230" will be printed on all Job Postings for **Part-Time** Bargaining **Unit** positions.
- 23:04 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**.

**Lay-off – Regular Part-Time Employees**

- 23:05 In the event of lay-offs, the Employer will arrange to set up a liaison between the laid-off employees and the Library Manager of Personnel **Services**.

**ARTICLE 24: PREFERRED HIRING**

- 24:01 When an employee has **satisfactorily** completed the last sessional term of employment, the employee shall be **given** preference for employment in the same **classification** where there is a vacant position at the commencement of the next session, providing the **University** of Toronto student status is **maintained**, in accordance with Article 26:01 of this Collective Agreement. Preference in hiring shall be based on the total number of hours worked in the previous **session** provided the employee is otherwise capable of performing the duties of the vacant position. Vacancies shall be posted in the **Library**. Employees will be required to complete an **application** form and submit same to the **office** as **indicated** within the time **specified** on the posting. The **minimum** period for preferred hiring for **application** of clause 24:01 requires that an employee commence work not later than November 1 and terminate not earlier than April 15 in that session. Preferred hiring status shall cease and shall not be **re-instituted** once an employee has been employed for five (5) sessions or more as an ALT or GALT.
- 24:02 Preference when **assigning** Assistant Library Technician/Assistant **Public Access Facility** Attendant, Graduate Assistant Library Technician/Assistant Help Desk Advisor positions and schedules shall be based on the total number of hours worked in the previous session. Preference for schedules to be worked shall be indicated upon response to the posting by the applicant.
- 24:03 Assistant **Library Technicians/Assistant** **Public Access Facility** Attendants and Graduate Assistant Library Technicians/Assistant Help Desk Advisors who have temporarily transferred to a project position during the previous session shall retain their status on the preferred **hiring list** in the current or following session, provided they meet the **qualifications** as set out in Article 26:01.

**Waiver**

- 24:04 Notwithstanding Articles 23:01, 23:02, 24:01, 25:01, 25:02, 25:03, 25:04, 25:05, 27:01, 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.

24:05 The number of sessions worked by an applicant shall be **considered** when Assistant Library Technician/Assistant Public Access Facility Attendant and Graduate Assistant Library Technician/Assistant Help Desk Advisor **positions** are assigned. Preference for schedules to be worked shall be indicated upon response to the **posting** by the applicant.

## **ARTICLE 25: TRANSFERS AND PROMOTIONS**

### **Factors Affecting Selection**

25:01 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 applicants seniority. The Employer will consider the applicant's knowledge and **ability** to perform the normal requirements of the job **satisfactorily**. Where the above qualifications are comparable between the applicants, seniority shall be the governing factor.

### **Trial Period**

25:02 The successful applicant shall be placed on trial for an equivalent **period** of sixty **(60)** working days from assumption of new duties. Conditional on satisfactory service, such trial **promotion** or transfer shall be confined after the period of sixty **(60)** working days. In the event the successful candidate proves unsatisfactory in the position during the aforementioned **trial** period, that employee shall **be** returned to the employee's former position without loss of seniority and at the employee's former salary rate. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to that employee's former position without loss of seniority and at the employee's former salary rate.

### **Employee Returned to Previous Job**

25:03 Any such employee shall be given the opportunity to revert to the employee's former position and conditions if the employee so requests within sixty **(60)** working days from the assumption of new duties, and the provisions of the **immediate** preceding paragraph shall apply to such **reversion**.

### **Eligibility for Other Positions**

25:04 An employee who has been transferred **to** a new position must serve at least three **(3)** months in the position before the employee is eligible for **consideration** for any other position, unless it is in the Employer's interest to **consider** the employee for transfer.

### **Explanation to Employee**

25:05 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**

25:06 It is agreed that appointments to positions above the jurisdiction of the Union are not subject to the grievance procedure, although the Employer will give full consideration to representations of the Union where there is evidence of obvious **irregularities** or discrepancies.

**ARTICLE 26: CLASSIFICATIONS**

**26:01 Regular Part-Time Employee:** Is an employee who is hired by the Employer on a regularly scheduled basis but whose hours of work are less than the regular hours of work per day or week of full-time employees.

*Assistant Library Technician/Assistant Public Access Facility Attendant (ALT/APFA):* Is a University of Toronto student enrolled in a course or courses leading to a degree or diploma covering the majority of the academic session or registered in the School of Graduate Studies, who is hired to work during the academic session, and whose appointment is limited to the academic session. Failure on the employee's part to be enrolled in a course or courses covering the majority of the academic session will result in immediate loss of employment.

*A Graduate Assistant Library Technician/Assistant Help Desk Advisor (GALT/AHDA):* Is a University of Toronto graduate student who is hired to work during the academic session in a position requiring a graduate student and whose appointment is limited to the academic session. Should an employee in a GALT classification cease to be a student at any time during the academic session for which he/she is appointed, his/her employment shall cease immediately.

*Temporary Employee:* Is an employee who is employed for an indeterminate period not to exceed six (6) months.

*Project Employee:* Is an employee who is employed on a specific project.

**26:02** Assistant Library Technicians/Assistant Public Access Facility Attendants or Project Employees' appointments shall not exceed twenty-four (24) hours per week. However, in the event of an emergency or circumstances which may occur that are beyond the control of the Employer, an Assistant Library Technician/Assistant Public Access Facility Attendant may be required to work in excess of twenty-four (24) hours per week.

**Definitions**

**26:03** For the purpose of interpreting clause 26:01, the following definitions shall apply:

*Regular Part-Time:* Shall mean duties recurring at fixed or uniform intervals during the calendar year.

*Temporary:* Shall mean duties occurring at fixed or uniform intervals, irregularly or at infrequent intervals.

*Project:* Shall mean duties occurring at fixed or uniform intervals, irregularly or at infrequent intervals during the term of a specific project.

*Academic Session:* Shall mean that period of time which begins with undergraduate registration (usually in September) and continues through to the last date for completion of marking of final examinations (normally in May).

**Project Employment**

**26:04** In the event of the Employer establishing a project, the Employer will discuss the classification of employees to be employed for that project with the Union. Nothing in this clause shall be interpreted to prevent the Employer from establishing and staffing the project. If the Employer and Union are unable to agree upon the classification of employees for the project, the matter may be referred to the Grievance and Arbitration Procedure of this Agreement.

**26:05** The Employer will not establish special projects that will displace full-time or regular part-time employees.

**ARTICLE 27: NEW JOB CLASSIFICATIONS**

**27:01** In the event of the Employer establishing any new regular part-time job classification or position within the bargaining unit, the Employer will discuss the terms of the job **classification** or position with the Union prior to the establishment of the aforementioned job classification or position. Nothing in this clause shall be interpreted to prevent the Employer from establishing any new regular part-time 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.

**ARTICLE 28: GENERAL****Correspondence**

**28:01** All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Human Resources, University of Toronto, **215 Huron Street, 8<sup>th</sup> Floor, Toronto, Ontario, M5S 1A2** and the National Representative, **Canadian Union of Public Employees, 305 Milner Avenue, Suite 901, Scarborough, Ontario, M1B 3V4** or the President of **CUPE, Local 1230, John Robarts Library, Room 14019, 369 Huron 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**

**28:02** 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**

**28:03** 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 Allowances – Regular Part-Time Employees**

**28:04** 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 of Personnel Services. In the event such application is rejected, the Library Manager of Personnel Services shall give reasons for **rejection** to the employee in **writing**.

**Personnel Files**

**28:05** 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 Personnel Office as a basis for personnel decisions **affecting** that employee, and to have such files corrected or supplemented in cases of inaccuracy or inadequacy. Such comments shall become part of the file.



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

#### **Reporting Absence**

28:06 An employee is expected to phone the immediate supervisor in the event that the employee is unable to report for work at the normal time. The employee is also expected to phone and to advise the immediate supervisor of the anticipated date of return.

#### **ARTICLE 29: HOURS OF WORK AND OVERTIME**

##### **Standard Hours**

29:01 Standard hours of work for all employees shall be seven and one-quarter ( $7\frac{1}{4}$ ) hours per day, thirty-six and one-quarter ( $36\frac{1}{4}$ ) hours per week, except from July 1 to Labour Day, during which period the hours of work shall be six and three-quarters ( $6\frac{3}{4}$ ) hours per day and thirty-three and three-quarters ( $33\frac{3}{4}$ ) hours per week, provided this shall not constitute a guarantee of hours per day or hours of work per week.

Compensatory Rescheduling -- **Assistant Library Technician/Assistant Public Access Facility Attendants, Graduate Assistant Library Technician/Assistant Help Desk Advisor, and Temporary Employees**

29:02 An employee who is unable to attend a scheduled shift or part thereof due to unforeseen circumstances can request rescheduling of these hours at a mutually agreed-upon date. The rate of pay shall be equivalent to that for the shift being rescheduled. This provision may be granted up to four (4) occasions per annum.

##### **Overtime**

29:03 Authorized overtime hours worked in excess of the standard hours of work shall be paid for at the rate of time and one-half ( $1\frac{1}{2}$ ) 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**

29:04 An employee is entitled to a fifteen (15) minute rest period for every three (3) hours scheduled. Employees shall endeavour to take rest periods as close to the middle of the three (3) hour period as possible.

##### **Sunday Work -- Regular Part-Time Employees**

29:05 All regularly scheduled time worked on Sunday shall be paid for at one and one half ( $1\frac{1}{2}$ ) times the standard rate.

##### **Meal Allowance -- Regular Part-Time Employees**

29:06 A meal allowance of ten (10) dollars will be provided if an employee continues to work for more than two (2) hours past stop time and at intervals thereafter of four (4) hours.

**Promotion -- Pay Calculations -- Regular Part-Time Employees**

29:07 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**

29:08 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.

**ARTICLE 30: WAGES**

30:01 The Employer agrees to pay the schedule of wage rates attached hereto as Schedule I.

**ARTICLE 31: HOLIDAYS**

31:01 The following holidays will be granted with pay at the employee's regular rate of pay multiplied by the number of hours the employee is regularly scheduled to work.

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;
- 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.
- c) in the case of an Assistant Library Technician/Assistant Public Access Facility Attendant, the employee must have worked thirteen (13) weeks or more prior to the paid holiday in the first session of employment.

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, 19:04, 19:08 and 19:09 or by reason of being laid off.

31:02 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 (1½) times the employee's regular rate in addition to the regular holiday pay, providing the employee has complied with Article 31:01, clauses (a) and (b), or (c) where applicable.

**ARTICLE 32: VACATIONS****Vacations -- Regular Part-Time Employees**

32:01 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 -- Regular Part-Time Employees**

32:02 If a holiday falls during an employee's vacation, an extra day with pay at the hourly rate of pay multiplied by the number of hours the employee is regularly scheduled to work, will be allowed off in lieu of the holiday.

**Vacation Allowances -- Regular Part-Time Employees**

32:03 Regular part-time employees shall be granted vacation with pay on the following basis:

<u>Length of Continuous Service as of July 1st</u>	<u>Rate of Pay</u>
Up to eleven (11) months	4%
One (1) year or more	6%
Ten (10) years or more	8%
Fifteen (15) years or more	10%

**Vacation Pay -- Assistant Library Technician/Assistant Public Access Facility Attendants, Graduate Assistant Library Technician/Assistant Help Desk Advisor, Temporary Employees, and Project Employees**

32:04 Employees shall be paid four (4) percent of gross earnings as vacation pay regularly on a bi-weekly basis.

**ARTICLE 33: BENEFITS -- Regular Part-Time Employees**

33:01 The Employer agrees to provide for all regular part-time employees who hold appointments of twenty-five (25) percent or more of full-time appointments the following benefit plans:

**Pension Plan**

33:02 The Employer agrees to provide for all regular part-time employees who hold an appointment of twenty-five (25) percent or more and whose earnings are thirty-five (35) percent or more of the Canadian Pension Plan earnings ceiling, a Pension Plan, the details of which are set out in Schedule II.

**Group Life and Survivor Income Plan**

33:03 The Employer agrees to provide a Group Life and Survivor Income Plan, the details of which are set out in Schedule III.

**Dental Care Plan**

33:04 The Employer agrees to provide a Dental Care Plan, the details of which are set out in Schedule IV.

**Extended Health Care Plan**

33:05 The Employer agrees to provide an Extended Health Care Plan, the details of which are set out in Schedule V.

**Semi-Private Hospital Accommodation Plan**

33:06 The Employer agrees to **provide** a Semi-Private Hospital Accommodation Plan, the details of which are set out in Schedule VI.

**Long-Term Disability Plan**

33:07 The Employer agrees to provide a Long-Term Disability Plan, the details of **which** are set out in Schedule VII.

**Vision Care**

33:08 The Employer **agrees** to provide a **Vision** Care Plan, the details of which are set out In Schedule VIII.

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

**ARTICLE 34: UNION SECURITY****Union Dues**

34:01 The Employer agrees as a condition of employment to deduct **from** each regular pay due each employee who is covered by this Agreement a sum equivalent to the appropriate proportion of the monthly Union dues as certified from time to time by the Secretary=Treasurer of the Union.

**Union Membership**

34:02 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**

34:03 All new employees hired shall have deducted from the first pay due to the said employee 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.

**Transmittal of Dues and Initiation Fees**

34:04 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.

**ARTICLE 35: OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

35:01 In keeping with the intent of the *Occupational Health and Safety Act*, the Employer agrees to **maintain** a Joint Occupational Health and Safety Committee composed of three (3) elected representatives of the Union (full-time or part-time bargaining unit) and three (3) Management representatives. The President of *CUPE, Local 1230* and the Library Manager of Personnel Services shall be **ex-officio** members of the **Committee**. The Committee shall meet at intervals of not more than **three (3)** months or as requested by either the Union or the Employer. Members of the Committee shall be compensated for attendance at scheduled Committee meetings. A

**secretary** shall be provided for the Committee, who shall record minutes of each meeting and transmit them to the parties. The Committee shall annually elect Chairpersons.

35:02 The Employer will provide the Committee with copies of accident reports related to members of the full-time and part-time bargaining units.

35:03 The Employer agrees to provide a guideline for the use of visual display terminals, the details of which are set out in Schedule IX.

#### **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) representatives selected by the Union one of which shall be the Local Union President. The Local Union President shall use Union Leave to attend these meetings. 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 persons so designated shall alternate presiding over meetings.

#### **ARTICLE 37: THREE DAYS OFF WITH PAY-regular part-time employees**

37:01 For each twelve (12) month period beginning with July 1, 2000 to June 30, 2001, the Employer 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 Employer on one or more of these days will be paid at straight time for the day and will be given another day off with no loss of regular straight-time pay at a time mutually agreed by the employee and his or her supervisor.

The Employer, 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 31, Holidays.

#### **ARTICLE 38: MODIFICATION OR TERMINATION**

38:01 This Agreement shall continue in force and effect until June 30, 2002 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 this February 23, 2000.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO By:

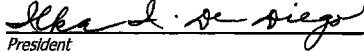
  
\_\_\_\_\_  
Vice-President, Administration & Human Resources

  
\_\_\_\_\_  
Secretary of Governing Council

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1230 (PART-TIME), By:

  
\_\_\_\_\_  
National Representative

  
\_\_\_\_\_  
President

## SCHEDULE I: WAGES

**Wages Effective February 1, 2000**

<b>Classifications</b>	<b>Job Code</b>	<b>Pay Scale Group</b>	<b>Hourly Rate</b>				
Graduate Assistant Library Technician	82	GALT			\$19.86		
Assistant Help Desk Advisor	278	GALT			19.86		
			<b>Pay Scale Group</b>	<b>Level/ Step 1</b>	<b>Level/ Step 2</b>	<b>Level/ Step 3</b>	<b>Level/ Step 4</b>
Assistant Library Technician -- 279	ALT		\$12.72	\$13.22	\$13.72	\$14.23	
Assistant Public Access Facility Attendant -- 83	APAFA		12.72	13.22	13.72	14.23	
Temporary Employees -- 280	TEMP EMP		12.72	13.22	13.72	14.23	
Project Employees -- 281	PROJ EMP		12.72	13.22	13.72	14.23	

**Wages Effective July 1, 2000**

<b>Classifications</b>	<b>Job Code</b>	<b>Pay Scale Group</b>	<b>Hourly Rate</b>				
Graduate Assistant Library Technician	82	GALT			\$20.26		
Assistant Help Desk Advisor	278	GALT			20.26		
			<b>Pay Scale Group</b>	<b>Level/ step 1</b>	<b>Level/ Step 2</b>	<b>Level/ Step 3</b>	<b>Level/ step 4</b>
Assistant Library Technician -- 279	ALT		\$12.97	\$13.48	\$13.99	\$14.51	
Assistant Public Access Facility Attendant -- 83	APAFA		12.97	13.48	13.99	14.51	
Temporary Employees -- 280	TEMP EMP		12.97	13.48	13.99	14.51	
Project Employees -- 281	PROJ EMP		12.97	13.48	13.99	14.51	

**Wages Effective July 1, 2001**

<b>Classifications</b>	<b>Job Code</b>	<b>Pay Scale Group</b>	<b>Hourly Rate</b>				
Graduate Assistant Library Technician	82	GALT			\$20.56		
Assistant Help Desk Advisor	278	GALT			20.56		
			<b>Pay Scale Group</b>	<b>Level/ Step 1</b>	<b>Level/ step 2</b>	<b>Level/ Step 3</b>	<b>Level/ Step 4</b>
Assistant Library Technician -- 279	ALT		\$13.16	\$13.68	\$14.20	\$14.73	
Assistant Public Access Facility Attendant -- 83	APAFA		13.16	13.68	14.20	14.73	
Temporary Employees -- 280	TEMP EMP		13.16	13.68	14.20	14.73	
Project Employees -- 281	PROJ EMP		13.16	13.68	14.20	14.73	

Personnel Subarea: (U of T: 5350 & External: 7650), Pay Scale Type: (U of T: 32 & External: 80)



## SCHEDULE I: WAGES -- REGULAR PART-TIME EMPLOYEES (February 1, 2000)

Classification - Job Code	Pay Scale Group		Step 1	Step 2	Step 3
Library Technician III -- 263	02U	A	\$29,642.00	\$30,661.00	\$31,722.00
Clerk Typist II -- 71		M	2,470.17	2,555.08	2,643.50
		D	114.01	117.93	122.01
		R	15.73	16.27	16.83
		S	16.89	17.47	18.08
Library Technician IV -- 264	03U	A	\$31,965.00	\$33,103.00	\$34,299.00
Clerk Typist III -- 123		M	2,663.75	2,758.58	2,858.25
Secretary I -- 125		D	122.94	127.32	131.92
Audio-Visual Technician I -- 476		R	16.96	17.56	18.20
Public Access Facility Attendant -- 78		S	18.21	18.86	19.54
Library Technician V -- 265	04U	A	\$34,549.00	\$35,822.00	\$37,161.00
Audio-Visual Technician If -- 477		M	2,879.08	2,985.17	3,096.75
		D	132.88	137.78	142.93
		R	18.33	19.00	19.71
		S	19.69	20.41	21.17
Library Technician VI -- 266	05U	A	\$37,440.00	\$38,865.00	\$40,362.00
Bibliographic Associate I -- 275		M	3,120.00	3,238.75	3,363.50
Computer Operator II -- 110		D	144.00	149.48	155.24
Audio-Visual Technician III -- 478		R	19.86	20.62	21.41
Help Desk Advisor -- 111		S	21.33	22.15	23.00
Applications Programmer/Analyst Documentation Publications Specialist -- 487 Publications Editor/Designer -- 488	06U	A	\$40,331.00	\$41,909.00	\$43,563.00
		M	3,360.92	3,492.42	3,630.25
		D	155.12	161.19	167.55
		R	21.40	22.23	23.11
		S	22.98	23.88	24.82
Bookbinder Help Desk Analyst I -- 482	07U	A	\$44,264.00	\$46,226.00	\$48,284.00
		M	3,688.67	3,852.17	4,023.67
		D	170.25	177.79	185.71
		R	23.48	24.52	25.61
		S	25.22	26.34	27.51
Rare Book Binder Help Desk Analyst II -- 483	08U	A	\$48,716.00	\$50,904.00	\$53,207.00
		M	4,059.67	4,242.02	4,433.95
		D	187.37	195.79	204.64
		R	25.84	27.00	28.23
		S	27.76	29.01	30.32
Senior Help Desk Analyst -- 484	09U	A	\$53,588.00	\$55,994.00	\$58,528.00
		M	4,465.67	4,666.17	4,877.33
		D	206.11	215.36	225.11
		R	28.43	29.71	31.05
		S	30.53	31.91	33.35

Personnel Subarea: (U of T: 0850 & External: 7350), Pay Scale Type: (U of T: 10 & External: 81)

A - Annual Salary  
M - Monthly Rate  
D - Daily Rate  
R - Regular Rate (effective the day following Labour Day to June 30th)  
S - Summer Rate (effective July 1st to Labour Day)

## SCHEDULE I: WAGES – REGULAR PART-TIME EMPLOYEES (July 1, 2000)

Classification - Job Code	Pay		Step 1	Step 2	Step 3
	Scale	Group			
Library Technician III – 263	02U	A	\$ 30,235.00	\$ 31,274.00	\$ 32,356.00
Clerk Typist II – 71		M	2519.58	2606.17	2696.33
		D	116.29	120.28	124.45
		R	16.04	16.59	17.16
		S	17.23	17.82	18.44
Library Technician N – 264	03U	A	\$32,605.00	\$33,765.00	\$34,985.00
Clerk Typist III – 123		M	2,717.08	2,813.75	2,915.42
secretary I – 125		D	125.40	129.87	134.56
Audio-Visual Technician I – 476		R	17.30	17.91	18.56
Public Access Facility Attendant – 78		S	18.58	19.24	19.93
Library Technician V – 265	04U	A	\$35,240.00	\$36,538.00	\$37,904.00
Audio-Visual Technician II – 477		M	2,936.67	3,044.83	3,158.67
		D	135.54	140.53	145.78
		R	18.69	19.38	20.11
		S	20.08	20.82	21.60
Library Technician VI – 266	05U	A	\$38,189.00	\$39,643.00	\$41,170.00
Bibliographic Associate I – 275		M	3,182.42	3,303.58	3,430.83
Computer Operator II – 110		D	146.88	152.47	158.35
Audio-Visual Technician III – 478		R	20.26	21.03	21.84
Help Desk Advisor – III		S	21.76	22.59	23.46
Applications Programmer/Analyst	06U	A	\$41,138.00	\$42,748.00	\$44,434.00
Documentation Publications Specialist – 487		M	3,428.17	3,562.33	3,702.83
Publications Editor/Designer – 488		D	158.22	164.42	170.90
		R	21.82	22.68	23.57
		S	23.44	24.36	25.33
Bookbinder	07U	A	\$45,149.00	\$47,151.00	\$49,249.00
Help Desk Analyst I – 482		M	3,762.42	3,929.25	4,104.08
		D	173.65	181.35	189.42
		R	23.95	25.01	26.13
		S	25.73	26.87	28.06
Rare Book Binder	08U	A	\$49,690.00	\$51,922.00	\$54,272.00
Help Desk Analyst II – 483		M	4,140.83	4,326.83	4,522.67
		D	191.12	199.70	208.74
		R	26.36	27.54	28.79
		S	28.31	29.59	30.92
Senior Help Desk Analyst – 484	09U	A	\$54,660.00	\$57,114.00	\$59,699.00
		M	4,555.00	4,759.50	4,974.92
		D	210.23	219.67	229.61
		R	29.00	30.30	31.67
		S	31.15	32.54	34.02

Personnel Subarea: (U of T: 0850 & External: 7350), Pay Scale Type: (U of T: 10 & External: 81)

A - Annual Salary  
M - Monthly Rate  
D - Daily Rate  
R - Regular Rate (effective the day following Labour Day to June 30th)  
S - Summer Rate (effective July 1st to Labour Day)

## SCHEDULE I: WAGES – REGULAR PART-TIME EMPLOYEES (July 1, 2001)

Classification – Job Code	Pay		Step 1	Step 2	Step 3
	Scale	Group			
Library Technician III – 263	02U	A	\$ 30,688.00	\$ 31,743.00	\$ 32,841.00
Clerk Typist II – 71		M	2557.33	2645.25	2736.75
		D	118.03	122.09	126.31
		R	16.28	16.84	17.42
		S	17.49	18.09	18.71
Library Technician IV – 264	03U	A	\$33,094.00	\$34,272.00	\$35,510.00
Clerk Typist III – 123		M	2,757.83	2,856.00	2,959.17
Secretary I – 125		D	127.28	131.82	136.58
Audio-Visual Technician I – 476		R	17.56	18.18	18.84
Public Access Facility Attendant – 78		S	18.86	19.53	20.23
Library Technician V – 265	04U	A	\$35,768.00	\$37,087.00	\$38,473.00
Audio-Visual Technician II – 477		M	2,980.67	3,090.58	3,206.08
		D	137.57	142.64	147.97
		R	18.98	19.67	20.41
		S	20.38	21.13	21.92
Library Technician VI – 266	05U	A	\$38,762.00	\$40,237.00	\$41,787.00
Bibliographic Associate I – 275		M	3,230.17	3,353.08	3,482.25
Computer Operator II – 110		D	149.08	154.76	160.72
Audio-Visual Technician III – 478		R	20.56	21.35	22.17
Help Desk Advisor – 111		S	22.09	22.93	23.81
Applications Programmer/Analyst	06U	A	\$41,755.00	\$43,389.00	\$45,101.00
Documentation Publications Specialist – 487		M	3,479.58	3,615.75	3,758.42
Publications Editor/Designer – 488		D	160.60	166.88	173.47
		R	22.15	23.02	23.93
		S	23.79	24.72	25.70
Bookbinder	07U	A	\$45,149.00	\$47,151.00	\$49,249.00
Help Desk Analyst I – 482		M	3,818.92	3,988.17	4,165.67
		D	176.26	184.07	192.26
		R	24.31	25.39	26.52
		S	26.11	27.27	28.48
Rare Book Binder	08U	A	\$50,436.00	\$52,701.00	\$55,086.00
Help Desk Analyst II – 483		M	4,203.00	4,391.75	4,590.50
		D	193.98	202.70	211.87
		R	26.76	27.96	29.22
		S	28.74	30.03	31.39
Senior Help Desk Analyst – 484	09U	A	\$55,480.00	\$57,971.00	\$60,594.00
		M	4,623.33	4,830.92	5,049.50
		D	213.38	222.97	233.05
		R	29.91	30.75	32.15
		S	31.61	33.03	34.53

Personnel Subarea: (U of T: 0850 & External: 7350), Pay Scale Type: (U of T: 10 & External: 81)

A - Annual Salary

M - Monthly Rate

D - Daily Rate

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

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

**Progression - Regular Part-Time Employees**

Each regular part-time employee shall be progressed one (1) salary step higher upon completion of 1,863 hours of work since the last **progression**.

**Application of Steps - Assistant Library Technician/Assistant Public Access Facility Attendant and Temporary Employees**

Assistant Library Technician/Assistant Public Access Facility Attendants shall be eligible to receive the next higher rate of pay in the event of re-employment upon completion of either one (1) session of employment or, if employed during the summer as a Temporary Employee, upon completion of one (1) session of employment and the aforementioned summer temporary employment, whichever is applicable.

\*\*\*\*\*

**SCHEDULE II: PENSION PLAN**

All regular part-time employees who hold an appointment of twenty-five (25) percent or more and whose earnings are thirty-five (35) percent or more of the Canada Pension Plan earnings ceiling are eligible to be enrolled in the University of Toronto Pension Plan, under the provisions of the Pension Plan for staff of the University of Toronto. Contributions are pro-rated to the percentage of full-time appointment.

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: GROUP LIFE AND SURVIVOR INCOME PLAN**

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

Regular part-time employees who hold an appointment of twenty-five (25) percent or more of a full-time appointment shall be eligible to be enrolled in the said plan.

\*\*\*\*\*

**SCHEDULE IV: DENTAL CARE PLAN**

The Employer agrees to contribute not less than eighty (80) percent of the premiums for full-time 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.

For regular part-time employees who hold an appointment of twenty-five (25) percent or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage of the appointment.

\*\*\*\*\*

**SCHEDULE V: EXTENDED HEALTH CARE 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 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.

For regular part-time employees who hold an appointment of twenty-five (25) percent or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage of the appointment.

\*\*\*\*\*

**SCHEDULE VI: 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.

For regular part-time employees who hold an appointment of twenty-five (25) percent or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage of the appointment.

\*\*\*\*\*

**SCHEDULE VII: LONG-TERM DISABILITY PLAN**

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

The Employer shall have the right to amend or change the said Long-Term Disability 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.

For regular part-time employees who hold an appointment of twenty-five (25) percent or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage of the appointment.

\*\*\*\*\*

**SCHEDULE VIII: VISION CARE PLAN**

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

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

Participation in the Vision Care Plan is mandatory for all members of the bargaining unit, with the following exception. Only employees who have Vision Care coverage through their spouse will be exempted from participation in the Vision Care Plan.

For regular part-time employees who hold an appointment of twenty-five (25) percent or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage of the appointment.

\*\*\*\*\*

**SCHEDULE IX: VISUAL DISPLAY TERMINALS**

The Employer 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 guidelines 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.

\*\*\*\*\*

**MEMORANDUM OF AGREEMENT: PENSION PLAN – REGULAR PART-TIME EMPLOYEES**

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

1. For the period from March 1, 2000 to June 30, 2000, members of the plan, who are members of this bargaining unit, shall make no contributions to this plan.
2. For the period from July 1, 2000 to June 30, 2001, members of the plan, who are members of this bargaining unit, shall make no contributions to this plan.
3. For the period July 1, 2001 to April 30, 2002, members of the plan, who are members of this bargaining unit, shall make no contributions to this plan.
4. For the period May 1, 2002 to June 30, 2002, the required contributions for members of the plan, who are members of this bargaining unit, shall be 50% of the amount determined under section 4:01 of the plan.

**Accrual Rate and Contribution Rate Below the CPP Maximum Salary**

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

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

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

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

**LETTER OF INTENT: MEMORANDUM OF AGREEMENT: ADJUSTMENT OF HOURS**

**Regular Part-Time Employees  
and  
Assistant Library Technician/Assistant Public Access Facility Attendants**

February 23, 2000

Ms. Mary Catherine McCarthy  
National Representative  
Canadian Union of Public Employees, Local 1230  
Part-time Bargaining Unit  
305 Milner Avenue  
Suite 901  
Scarborough, Ontario  
M1B 3V4

Dear Ms. McCarthy,

It was agreed during our recent negotiations that where an employee requests a change of schedule that can be arranged by the supervisor, overtime payment shall be waived. Hours of work are not to exceed eight (8) hours per day.

In the event hours of work exceed eight (8) hours per day, overtime shall be paid at the appropriate rate. This agreement shall be in effect for the term of this collective agreement.

Yours truly,



Brian Marshall  
Director, Human Resources



**LETTER OF INTENT: UNION STEWARDS**


February 23, 2000

Ms. Mary Catherine McCarthy  
National Representative  
Canadian Union of Public Employees, Local 1230  
Part-Time Bargaining Unit  
305 Milner Avenue  
Suite 901  
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,

  
Brian Marshall  
Director, Human Resources

LETTER OF INTENT: COPIES OF DOCUMENTS IN PERSONNEL FILES

February 23, 2000

Ms. Mary Catherine **McCarthy**  
National Representative  
Canadian Union of Public Employees, **Local 1230**  
Part-Time Bargaining Unit  
305 Milner Avenue  
Suite 901  
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** personnel 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 Manager of Library Personnel Services. 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,



Brian Marshall  
Director, Human Resources

LETTER OF INTENT: VIOLENCE IN THE WORKPLACE

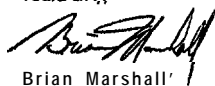
February 23, 2000

Ms. Mary Catherine McCarthy  
National Representative  
Canadian Union of Public Employees, Local 1230  
Part-Time Bargaining Unit  
305 Milner Avenue  
Suite 901  
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 making recommendations on training to address the issue of violence in the workplace.

Yours truly,



Brian Marshall  
Director, Human Resources

**LETTER OF INTENT: HOLIDAYS DECLARED BY THE PRESIDENT OF THE UNIVERSITY OF TORONTO – REGULAR PART-TIME EMPLOYEES**

February 23, 2000

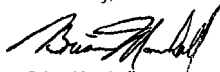
Ms. Mary Catherine McCarthy  
National Representative  
Canadian Union of Public Employees, local 1230  
Part-Time Bargaining Unit  
305 Milner Avenue  
Suite 901  
Scarborough, Ontario  
M1B 3V4

Dear Ms. McCarthy,

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 regular part-time 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, whenever possible, at a time mutually convenient to the employee and the Employer.

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

Yours truly,



Brian Marshall  
Director, Human Resources

**LETTER** OF INTENT: MONTHLY **LISTING** OF EMPLOYMENT STATUS CHANGES

February 23, 2000

Ms. Mary Catherine McCarthy  
National Representative  
Canadian Union of Public Employees, Local 1230  
Part-Time Bargaining Unit  
305 Milner Avenue  
Suite 901  
Scarborough, Ontario  
M1B 3V4

Dear Ms. McCarthy,

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

Yours truly,



Brian Marshall  
Director, Human Resources

**LETTER OF INTENT: REPLACEMENT OF PART-TIME EMPLOYEES**

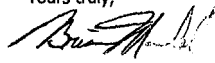
February 23, 2000

Ms. Mary Catherine McCarthy  
National Representative  
Canadian Union of Public Employees, Local 1230  
Part-Time Bargaining Unit  
305 Milner Avenue  
Suite 901  
Scarborough, Ontario  
M1B 3V4

Dear Ms. McCarthy,

It is not the **intention** of the Employer to hire **Temporary** Employees to replace regular part-time employees in **the** bargaining unit.

Yours truly,



Brian Marshall  
Director, Human Resources

**LETTER OF INTENT: EXEMPTION FROM ARTICLE 24:01**

February 23, 2000

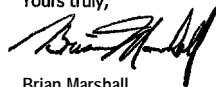
Ms. Mary Catherine **McCarthy**  
National Representative  
Canadian Union of Public Employees, Local 1230  
Part-Time Bargaining Unit  
305 Milner Avenue  
Suite 901  
Scarborough, Ontario  
M1B 3V4

Dear Ms. McCarthy,

All employees who are employed in ALT or GALT positions as of February 13, 1997 shall be exempt from the requirement under Article 24:01 of this collective agreement that "preferred hiring" status shall cease and shall not be re-instituted once an employee has been employed for five (5) or more sessions.

All employees who are employed in ALT positions as of February 13, 1997 shall be exempt from the requirement under Article 26:01 of this collective agreement for University of Toronto student status and for maintenance of such status as a condition of employment. Such employees will be required to be students and to maintain student status in accordance with Article 25:02 of the previous collective agreement which expired on August 31, 1996.

Yours truly,



Brian Marshall  
Director, Human Resources

**LETTER OF INTENT: GRANDPARENTING OF ASSISTANT LIBRARY TECHNICIANS CURRENTLY ENROLLED IN COURSES OFFERED BY THE SCHOOL OF CONTINUING STUDIES**

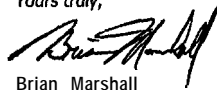
February 23, 2000

Ms. Mary Catherine McCarthy  
National Representative  
Canadian Union of Public Employees, Local 1230  
Part-Time Bargaining Unit  
305 Milner Avenue  
Suite 901  
Scarborough, Ontario  
M1B 3V4

Dear Ms. McCarthy,

The Employer agrees to grandparent any Assistant Library Technician, on the date of ratification, who is enrolled only in courses offered by the School of Continuing Studies, provided that such courses cover the majority of the academic session. The employer agrees that the employment of such employees will not be adversely affected.

Yours truly,



Brian Marshall  
Director, Human Resources



**LETTER OF INTENT: ASSISTANT PUBLIC ACCESS FACILITY ATTENDANTS (ALT Classification)/ASSISTANT HELP DESK ADVISOR (GALT Classification) Who Were Employed In The Information Commons On The Date Of The Arbitration Award (March 7, 2000)**

June 30, 2000

Ms. Mary Catherine McCarthy  
National Representative  
Canadian Union of Public Employees, Local 1230  
Part-Time Bargaining Unit  
305 Milner Avenue  
Suite 901  
Scarborough, Ontario  
M1B 3V4

Dear Ms. McCarthy,

The conditions set out in this letter of intent apply only to those employees who were employed in the Information Commons on the date of the arbitration award (March 7, 2000), or hired between that date and the date this letter of intent is signed. This is a closed group to which no one may be added; the list of employees covered by these provisions is in Appendix E. This list will be verified and acknowledged by both parties as being a comprehensive list of such employees.

Assistant Public Access Facility Attendants (ALT classification) and Assistant Help Desk Advisors (GALT classification) who were employed in the Information Commons and who were students on the date of the arbitration award (March 7, 2000) will be required to maintain their student status as a condition of employment. They will, however, be exempt from the requirement that they be degree or diploma students.


Assistant Public Access Facility Attendants (ALT classification) and Assistant Help Desk Advisors (GALT classification) who were employed in the Information Commons and who were not students on the date of the arbitration award (March 7, 2000) will not be required to become students in order to remain in their positions.

These employees will be governed by Article 24:01, Preferred Hiring. For the purpose of this article, the Employer agrees that the first year these employees are deemed to be on the list will be 2000-2001, with the hours used to be those worked during the 1999-2000 year.

These employees will be eligible to continue in their positions for the period they are on the preferred hiring list provided they advise the Employer of their intention to do so before the end of each term. Such employees will not be required to take a two-week hiatus between sessions. However, during each year, these employees must take an unpaid vacation often (10) days, as required by the *Employment Standards Act*

These employees will not be restricted to a limit of twenty-four (24) hours of work per week.

Yours truly,



Brian Marshall  
Director, Human Resources

LETTER OF INTENT: ERGONOMICS – REGULAR PART-TIME EMPLOYEES

February 23, 2000

Ms. Mary Catherine McCarthy  
National Representative  
Canadian Union of Public Employees, Local 1230  
Part-Time Bargaining Unit  
305 Milner Avenue  
Suite 901  
Scarborough, Ontario  
M1B 3V4

Dear Ms. McCarthy,

The parties agree that the Employer's procedures and practices on ergonomics as determined by the Employer's Office of Environmental Health and Safety shall apply to members of the bargaining unit.

Yours truly,



Brian Marshall  
Director, Human Resources

**LETTER OF INTENT: FEE WAIVER FOR DEPENDANTS — REGULAR PART-TIME EMPLOYEES**

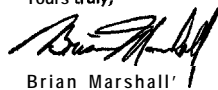
February 23, 2000

Ms. **Mary** Catherine McCarthy  
National Representative  
Canadian Union of Public Employees, Local 1230  
Part-Time Bargaining Unit  
305 Milner Avenue  
Suite 901  
Scarborough, Ontario  
M1B 3V4

Dear Ms. McCarthy,

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

Yours truly,



Brian Marshall  
Director, Human Resources

## INTRODUCTION

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

## TERMS OF REFERENCE

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

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

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

## ELIGIBILITY

This benefit is available to:

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

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

## PROVISIONS

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

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

Royal Conservatory of Music  
School of **Continuing** Studies  
Woo&worth College Diplomas  
Transitional Year Programme  
**Pre-University** Programme

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

## PROCEDURE

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

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

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

**Administration of this Policy**

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

**APPENDIX A: UNION STEWARDS**

The positions that are set out below may be **occupied** by a member of the full or part-time bargaining unit, but shall not exceed the numbers as set out below:

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

**Stewards for each of the following departments or areas:**

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

\*\*\*\*\*

**APPENDIX B: DISCIPLINARY INTERVIEW**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Steward's Signature

\_\_\_\_\_  
Supervisor/Department Head Signature

APPENDIX C: STATEMENT OF GRIEVANCE

UNIVERSITY OF TORONTO

Statement of **Grievance**

**Step #1** Number:.....  
 Presented By:..... Date: .....  
 Received by Supervisor: ..... Department: .....  
 Campus: .....

Grievance.....  
 .....  
 .....

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

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

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

Designated Authority's Signature..... Date: .....

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

\*\*\*\*\*



APPENDIX D: JOB CLASSIFICATION GRIEVANCE FORM

UNIVERSITY OF TORONTO LIBRARY  
JOB CLASSIFICATION GRIEVANCE FORM

Date: _____
Presented by: _____
Department and Section: _____
Job Classification being Grieved: _____ (Current Functional Title)
Statement of Grievance: _____
<b>Attachments:</b>
<input type="checkbox"/> Current Functional Title <input type="checkbox"/> Audit Report Dated: _____ <input type="checkbox"/> Detailed Outline of Present Job Duties <input type="checkbox"/> Reason for Grievance (for example) <ol style="list-style-type: none"> <li>1. Have any additional duties been assigned to this position? If so, what were they and when were they assigned?</li> <li>2. Have any major changes been made in the duties and responsibilities of this position? If so, what were they and when were they assigned?</li> <li>3. Other?</li> </ol> <p style="margin-left: 20px;">Please provide any additional information relevant to the duties and responsibilities of this position.</p>
Employee's Signature: _____
Chief Union Steward's Signature: _____
Disposition: _____
Signature: _____ Title: _____
Date: _____

Copies to:   Labour Relations  
                   Supervisor  
                   Employee  
                   Union Steward

\*\*\*\*\*

**APPENDIX E: ASSISTANT PUBLIC ACCESS FACILITY ATTENDANTS (ALT Classification)/  
ASSISTANT HELP DESK ADVISORS (GALT Classification) Who Were Employed In The  
Information Commons On The Date Of The Arbitration Award (March 7, 2000) or Hired  
Between that Date and June 30, 2000**

**Assistant Help Desk Advisor**

Juliana Saxberg  
Anthony Kwan  
Michael Spears  
Sean Lourim  
Andy Sheppard  
William Moniz  
Roy Quan  
Ryan Mayor  
Sammy Chow

**Assistant PAF Attendants**

Neyaz Farrahi-Avval  
Chris Davis  
Shahrzad Ghahreman  
Iqbal Kamaldeen  
Hojatollah Bordbar  
Damion Renner  
Shahram Dehkhodaef  
Walss Sediq

\*\*\*\*\*

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