



# COLLECTIVE AGREEMENT

- BETWEEN -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

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

Term of Agreement: October 1, 1995 to June 30, 1999



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COLLECTIVE AGREEMENT ENTERED INTO in the City of Toronto in the Province of Ontario as of October 7, 1996.

BETWEEN

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

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 3261 (Part-Time)  
(hereinafter called "the Union")

#### GENERAL PURPOSE

1:01 The Purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its Employees represented by the Union.

#### RECOGNITION AND COVERAGE

2:01 The Employer recognizes the Canadian Union of Public Employees, Local 3261, as the sole and exclusive bargaining agent for all employees of the Employer, regularly employed for not **more** than twenty-four (24) hours per week and students employed during the summer vacation period, save and except forepersons, persons' above the rank of foreperson, faculty, office and clerical staff and persons for whom any other trade union holds bargaining rights as of February 22, 1990.

#### Clarity Notes

For purposes of clarity, the parties agree that the bargaining unit currently includes the following service classifications: Assistant Baker, Assistant Cook, Athletic Equipment **Technician**, Athletic Facility Attendant, Baker, Bartender, Building Patrol I, Building Patrol II, Building Patrol (Bookstore), Bus Driver, Cafeteria Worker, Cafeteria Porter, Campus Beverage Delivery Worker, Campus Beverage Representative, Caretaker I, Caretaker II, Carpet Shampoo Worker, Cashier, Cement and Brick Restorer, Chauffeur, Chief Shipper, Cook, Counter Helper, Dishwasher, Driver, Driver-Sorter, Elevator Mechanic Helper I, Elevator Mechanic Helper II, Floorman, Housemaid, Kitchen Chef, Kitchen Worker, Laboratory Animal Technicians I, II and III, Laboratory Animal Transport Technician and Laboratory Animal Utility Technician, Laundry Equipment Attendant, Lead Hand I, Lead Hand II, Lead Hand Cashier, Lead Hand Driver-Sorter, Lead Hand Maintenance Worker, Lead Hand Parking Attendant, Lead Hand Utility Worker, Light Equipment Operator, Locker Room Attendant, Parking Lot Attendant, Parking Tag Attendant, Pot Washer, Radiation Laboratory Worker, Resident Custodian, Resident Steward, Salad Maker, Sandwich Maker, Senior Maintenance Worker, Service Worker I, Service Worker II, Service Worker III, Service Worker (Radiation), Shipper I, Shipper II, Storekeeper I,

Storekeeper II, Stores Assistant, Trades Helper, Utility Driver, Utility Worker, Driver-Special Services, Vehicle Maintenance Attendant, Waitress, Warehouse Attendant.

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

- 2:02 The word "employee" or "employees" used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above except where the context otherwise provides.

#### RESERVATION OF MANAGEMENT RIGHTS

- 3:01 The Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency;
  - b) hire, discharge, classify, transfer, promote, lay off, suspend or otherwise discipline employees;
  - c) establish and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employee, and
  - d) generally to manage and operate the University of Toronto.
- 3:02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and in such a way as to promote a harmonious relationship with the employees.

#### DISCRIMINATION

- 4:01 The Employer shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights, or with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital status, religion, nationality, Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illnesses, AIDS-Related Complex (ARC), positive Human Immune Deficiency Virus (HIV) test, ancestry or place of origin, political affiliation, sexual orientation, place of residence, physical handicap or disability, providing that such handicap or disability does not clearly prevent the carrying out of the required duties. Any person covered by this Agreement who feels that he/she has suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

#### Sexual Harassment

- 4:02 Sexual harassment shall be considered discrimination.
- 4:03 For the purpose of this Collective Agreement, "sexual harassment" means: an unsolicited sexual advance or solicitation if

- (a) submission is expressly or by implication, made a term or condition of a person's right to or continuation or advancement of employment, or
  - (b) submission or rejection is used as a basis for employment decisions affecting the person,
- and/or

unwelcome verbal or physical conduct, occurring during the employment relationship, that emphasizes another person's sex or sexual orientation that creates for the employee an intimidating, hostile or offensive working environment.

- 4:04 In the event that a grievance alleging sexual harassment is filed, where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step.

#### RELATIONSHIP

- 5:01 It is agreed that there shall be no solicitation of members, collection of dues or other Union activities on the premises of the Employer during working hours except as permitted by this Agreement.
- 5:02 The Employer agrees that the Local Union President or his/her designate, shall be given the opportunity to meet periodically with new employees for the purpose of informing them about the Union. Where possible, the Employer will allow the Union President up to 30 minutes during normal orientation or training sessions to meet with new employees as a group once per term.

As an alternative the Employer will co-operate with the Union in arranging meetings with new employees.

The Employer agrees to provide all new employees a copy of the Collective Agreement, and all employees with a copy of any new Agreement.

#### UNION SECURITY AND CHECK OFF

##### Union Membership

- 6:01 It is agreed that the employees who are now or hereinafter become members of the Union shall maintain their membership in the Union during the term of this Agreement.

##### Union Dues

- 6:02 The Employer agrees as 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.

- 6:03 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.

#### NO STRIKES AND NO LOCKOUTS

- 7:01 The Union agrees and undertakes that there will be no strikes, as defined in the Ontario Labour Relations Act and the Employer agrees and undertakes that there will be no lockout as defined in the Ontario Labour Relations Act during the term of this Agreement.

#### UNION REPRESENTATION

##### Local Union President

- 8:01 The Employer agrees that there also shall be one Union President for Local 3261, elected or appointed from within the bargaining unit, full time or part-time. The Union will notify the Employer in writing of the appointment of the Local Union President.

##### Union Representative

- 8:02 The Employer acknowledges the right of the Union to appoint or otherwise select Union Stewards as follows:

<u>Department</u>	<u>Union Steward</u>
Department of Athletics & Recreation	1
Warren Stevens Building	1
Erindale College	1
Scarborough College	1
Building Patrol	1
Parking	1
Division of Comparative Medicine	1
Facilities & Services, St. George	
• Caretaking	1
Service Workers	1
Hart House	1
Office of the Vice-President, Administration	
• Food Service	1
• Beverage Service	1

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

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

#### Negotiating Committee

- 8:03 For the purpose of negotiating a collective agreement pursuant to Article 36:02 the Employer will recognize the Local Union President pursuant to Local 3261's by-laws and up to three (3) employees of the Employer as the Union's Bargaining Committee. The Bargaining Committee shall be given time off during their normal working hours without loss of pay while attending negotiation meetings with the Employer. Any member of the Bargaining Committee who normally works on the afternoon or night shift will be given time off with pay to attend negotiation meetings with the Employer. If more than one representative works in the same department, the Employer may not be able to release more than one of them at any one time for meetings contemplated in this article.
- 8:04 The Union acknowledges that the Union Stewards have duties to perform on behalf of the Employer, and the Stewards will not absent themselves from such duties unreasonably in order to attend to the grievances of employees. In consideration of this acknowledgment and undertaking, the Employer will compensate Stewards for time spent in handling grievances of employees. Such compensation shall not extend beyond normal working hours, except where the Steward **has been** authorized by the Employer to deal with a matter which would require performance beyond the normal working hours. It is agreed that overtime rates will not be paid in such instances.

#### DISCIPLINE

##### Just Cause

- 9:01 The Employer shall not discipline, suspend or discharge an employee unless there is a just cause. In any grievance over disciplinary action the burden of proof of just cause **lies** with the Employer.

##### Disciplinary Interview

- 9:02 Where an employee is summoned to the supervisor's office for an interview **concerning** discipline, the supervisor will inform the employee of his/her right to have his/her Union Steward present prior to discussing the matter with the employee. The employee may, if he/she so desires, request the presence of his/her Union Steward to represent him/her during the interview. If the employee requests representation by his/her Union Steward, the supervisor will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned. Whether called or not, the Union Steward will be advised in writing within one (1) working **day** (24 hours) of the facts of the disciplinary action and the reason therefor.

#### Record of Disciplinary Action

- 9:03 Any record of disciplinary action taken by the Employer will not remain on an employee's record beyond three (3) years from the date of such disciplinary action being taken.

#### SUSPENSION OR DISCHARGE

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

#### GRIEVANCE PROCEDURE

- 11:01 An employee having a grievance, or one designated member of a group having a grievance, will first take up the grievance within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance with his/her supervisor, who will attempt to adjust it. In the event the supervisor is not able to adjust the grievance, he/she will arrange to send for the Union Steward without undue delay and without further discussion of the grievance.
- 11:02 Time limits set forth in the Grievance or Arbitration procedures may be extended by mutual agreement in writing between the parties hereto. Saturdays, Sundays, and paid holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration procedures.
- 11:03 In the absence of a mutual agreement in writing to extend the time limits between the parties, and where no answer is given within the time limit specified, the grieving party shall be entitled to submit the grievance to the next step of the grievance procedure.

#### Step One

- 11:04 The Union Steward and the employee will attempt to adjust the grievance with the supervisor before it is given to the supervisor in writing.
- 11:05 If the grievance is not adjusted by the supervisor, it shall be reduced in writing on an employee grievance form provided by the University and signed by both the Union Steward and the employee involved. The supervisor shall give his/her answer in writing to the Steward without undue delay, but not more than three (3) working days after the grievance has been presented in writing.

#### Step Two

- 11:06 If the grievance is not settled at Step One, the written grievance may be referred to the proper Designated Authority at the location where the grievor is employed, by the

Local Union President within five (5) working days after receiving the answer in writing. A meeting shall be arranged by the Designated Authority within three (3) working days of receiving the grievance. Either party may request the presence of the grievor and the Union Steward at the meeting. The Designated Authority shall give his/her answer in writing to the Local Union President without undue delay but not later than five (5) working days after the said meeting.

#### Step Three

- 11:07 If the grievance is not settled at Step Two, a written grievance may be referred to the Director of Labour Relations or his designate by the Local Union President within five (5) working days of receiving an answer in writing from the Designated Authority. Either party may request the presence of the grievor, Union Steward, Local Union President and the CUPE National Representative, supervisor or Designated Authority to attend the meeting to present evidence or give assistance in the settlement of the grievance. A meeting shall be arranged by the Director of Labour Relations or his designate with the Local Union President within five (5) working days of receipt of the grievance in order to resolve the dispute. The Director of Labour Relations or his designate shall give his reply in writing within five (5) working days if the grievance is not settled at this meeting.

#### **Policy or Group Grievance**

- 11:08 A grievance of the Employer, or a policy or group ***grievance*** of the Union, which is distinguished from an individual employee's grievance, must be sent by registered mail or be personally delivered to the Director of Labour Relations or his designate or to the Local Union President, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The parties shall meet to discuss any such grievance within the said ten (10) working days, then either party may notify the other party in writing within a further period of five (5) working days, that it intends to proceed to arbitration. Such notification shall contain details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought from an arbitration board.

#### Discharge Grievance

- 11:09 In the case of an employee being discharged, he/she may submit a grievance in writing on a form supplied by the University of Toronto, signed by both the Union Steward and the employee involved, to the Director of Labour Relations or his designate, within five (5) working days after the discharge. The Director of Labour Relations or his designate shall meet with the Local Union President and the grievor within five (5) working days of receipt of the grievance. Either party may request the presence of the grievor, Union Steward, Local Union President and the CUPE National Representative, supervisor or Designated Authority to attend the meeting to present evidence or give assistance in the settlement of the grievance. If the grievance is not settled at this meeting, then either party may notify the other in writing within a further period of five (5) working days after the date of the meeting that it intends to proceed to arbitration as hereinbefore set out.

#### Hiring Grievances - Casual Positions

- 11:10 Applicants for posted casual positions who have been employed in the bargaining unit in the previous twelve (12) months shall have the right to file an individual grievance concerning hiring decisions commencing at Step 2 in the event of a complaint of an improper hiring decision, which resulted in the applicant not being selected for the position in dispute.

#### ARBITRATION

- 12:01 If the grievance is not settled after having been duly and properly processed in accordance with the Grievance Procedure, then either party may notify the other within a further period of ten (10) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitration board and the name and address of the party's nominee to the proposed arbitration board.
- 12:02 The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of the party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice.
- 12:03 The two nominees appointed shall attempt to select a chairperson for the board, but if they are unable to agree upon the selection within a period of ten (10) working days after the appointment of the second nominee, either of the nominees shall then have the right to request the Office of Arbitration to appoint a chairperson for the arbitration board.
- 12:04 Each party shall bear the expenses of its own nominee to an arbitration board and the parties shall jointly and equally bear the fees and expenses of the chairperson.
- 12:05 No grievance may be submitted to a board of arbitration or be dealt with by a board unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.

#### Authority of the Board to Deal with a Disciplinary or Discharge Grievance

- 12:06 In the event a board of arbitration properly deals with a matter relating to discharge or other disciplinary action, then the board 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 in the event that there has been a violation of this Agreement by the Employer.

#### Authority of the Board

- 12:07 Any board of arbitration shall not have any authority to make a 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 shall be strictly confined to dealing with the issue in dispute between the parties.

- 12:08 The decision of the board of arbitration shall be final and binding upon the parties. The decision shall be unanimous or one reached by a majority of the members of the board; provided, however, that if there is no majority decision of the board, then the decision of the chairperson shall constitute final and binding decision of the board.

#### PROBATIONARY EMPLOYEES

- 13:01 New employees will be considered as probationary employees until after they have been employed for six (6) calendar months. The Employer may discharge an employee at any time during the probationary period, without cause and 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 11:08 of the Agreement.
- 13:02 A regular part-time employee will be entitled to benefits on a prorated basis after the completion of the probationary period as set out in this Agreement.

#### CLASSIFICATIONS

##### Regular Part-time Employees

- 14:01 Regular part-time employees are employees who are hired to work on a regularly scheduled, on-going basis, and who receive prorated benefits as set out in this Agreement.

##### Casual Part-time Employees

- 14:02 Casual part-time employees are employees hired on a term-defined basis; such as the academic session, or the summer period, or irregularly at infrequent intervals.

#### CHANGE OF ADDRESS

- 15:01 It shall be the duty of the employee to notify the Employer promptly of any change of his/her address. If any employee should fail to do so, the Employer will not be responsible for failure of any communication to reach the employee.

## HOURS OF WORK AND OVERTIME

### Hours of Work

16:01 There shall be no guarantee of hours of work per day or per week.

### Overtime

16:02 The Employer agrees to distribute overtime work as equitably as possible amongst regular part-time employees who are qualified to perform the work requested to be done. Except for emergencies, overtime will first be offered to employees normally performing that job.

Employees who are requested to work overtime and refuse will be considered to have worked for the purpose of maintaining records on overtime distribution.

16:03 Authorized overtime hours worked in excess of 40 hours per week shall be paid for at the rate of time and one-half (1 1/2) the regular hourly rate.

### No Pyramiding

16:04 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.

### Rest Periods

16:05 An employee is entitled to a fifteen (15) minute rest period for every three hours scheduled. Such rest period shall be taken during the three (3) hour period.

## PAID HOLIDAYS

17:01 All regular and casual part-time employees covered by this Agreement shall be granted the following paid holidays with pay:

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

In order to be paid for the paid holiday, the employee must meet the entitlement criteria as set out in Article 17:02.

All regular and casual part-time employees required to work on any of the above paid holidays, as set out in Article 17:03 and who qualify as set out in Article

17:02 will receive pay for time worked on such holidays at one and one-half (1 1/2) times their regular rate, in addition to the regular paid holiday pay.

Those employees who do not qualify for holiday pay and are required to work on any of the above paid holidays will receive pay for time worked on such holiday at one and one-half (1 1/2) times their regular rate.

- 17:02 Employees will not qualify for holiday pay as set out in Article 17:04 if:
- a) The employee is employed for less than three (3) months prior to the paid holiday;
  - b) the employee does not earn wages on eight (8) days of the four weeks preceding the holiday;
  - c) the employee does not work his or her scheduled regular day of work preceding or following the holiday;
  - d) the employee having agreed to work on a public holiday does not report for and perform the work without reasonable cause.
- 17:03 The Employer shall designate the day of observance of paid holidays in the aforementioned clause 17:01. Notice shall be sent to the Union by the Employer within a reasonable time period prior to the date of observance of the paid holiday or paid holidays.
- 17:04 All part-time employees who qualify for holiday pay as set out in Article 17:02, shall receive holiday pay as follows: an average of an employee's daily earnings exclusive of overtime for the days worked in the thirteen (13) weeks preceding the holiday.

## VACATIONS

### Vacations - Regular Part-time Employees

- 18:01 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 March 15 of any given year. However, the Employer reserves the authority to designate vacation periods in a manner consistent with the efficient operation of the Department. The Employer shall make vacation schedules available to employees by April 15th of each year, and thereafter such schedules shall not be changed unless mutually agreed by the employee and Employer.

Holiday Falling During Vacation - Regular Part-time Employees

- 18:02 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

- 18:03 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 two (2) years	4%
Two (2) years or more	6%
Ten (10) years or more	8%
Twenty (20) years or more	10%

**Vacation Pay -- Casual Employees**

- 18:04 Casual employees will receive vacation pay of 4% of their gross earnings as vacation pay regularly on a bi-weekly basis.

SENIORITY

- 19:01 Seniority is defined as the length of service in the bargaining unit only as applied to a regular part-time employee. Seniority shall commence from the date of last hire.
- 19:02 An up-to-date seniority list shall be sent to the Union in January and September of each year.

Loss of Seniority - Regular Part-time Employees

- 19:03 An employee shall lose all seniority if the employee:
- voluntarily quits the employ of the University;
  - is justifiably discharged;
  - has been laid off for more than twenty-four (24) consecutive months;
  - following a lay-off, fails to advise the Employer within five (5) working days of receipt of notice to return to work of his/her intention to return or fails to report for work on the date and at the time specified in the notice;
  - is absent from work for five (5) consecutive working days without notifying the Employer, or providing reasonable explanation for such absence, in which case

he/she shall be deemed to have resigned his/her employment with the Employer.

- 19:04 A casual employee shall not acquire seniority during the term of casual employment, but should he/she be subsequently hired as a regular part-time employee within twelve (12) months of last casual employment, all hours previously worked during the prior three (3) year period as a casual employee shall be considered as accrued seniority on the basis of one (1) year's seniority for every 1,040 hours worked. It shall be the responsibility of the employee to adduce evidence of the number of hours worked.

#### LAYOFF AND RECALL - Regular Part-time Employees

- 20:01 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, the Employer agrees that regular part-time employees shall be laid off in the reverse order of their seniority within the bargaining unit. The employees shall be recalled to work in order of their seniority within the bargaining unit. Notwithstanding the aforementioned provisions, the Employer may vary the application of the seniority provisions when employees with greater seniority do not possess the necessary qualifications and skills to do the work normally required by the Employer. In the application of this provision, the Employer will consider the qualifications and the ability of the employee to perform the normal requirements of the job satisfactorily. Where the qualifications are relatively equal between the employees affected, seniority shall be the governing factor.

#### Cancellation of Recall Rights - Regular Part-time Employees

- 20:02 Recall rights shall be terminated on the cancellation of an employee's seniority.

#### Layoff Notice - Regular Part-time Employees

- 20:03 The Employer will provide fifteen (15) calendar days written notice of permanent lay-off to an employee who is to be permanently laid off, or where such notice is not given, pay in lieu of notice equivalent to what the employee would have earned during the fifteen (15) calendar days had written notice been given.

#### JOB POSTING - Regular Part-time Employees

- 21:01 Prior to filling any regular part-time vacancies covered by the terms of this Agreement, the Employer first will post notice of the said position on University department bulletin boards and in the Human Resources department for the period of six (6) working days and notify the Local Union President in writing, in order that members will know about the position and be able to make written applications therefore on a form provided by the Employer. Such notice shall contain the following information: nature of the position, job description, required knowledge and education, ability and skills, hours of work and wage rates. After the job has been

properly posted and all applicants have been given consideration, nothing in this clause shall prevent the employing department from filling the advertised job from within the bargaining unit or from any other source.

#### Preferred Hiring -- Casual Employees

21:02 When a casual employee has successfully completed the last previous term of employment, the applicant shall be given preference for casual employment where there is a vacant position for such casual employment. Preference in hiring shall be based on the total number of hours worked in the previous twelve (12) months and on whether the employee is a University of Toronto student, provided the employee is otherwise capable of performing the duties of the vacant position.

Vacancies for casual employment shall be posted on the bulletin boards of the employing department as well as on an accessible bulletin board in the University's Human Resources Department.

21:03 When a position has been filled the Union will be advised of the disposition of the job posting.

#### 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 the 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 25% 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.

22:03 In each calendar year sick leave with pay will be granted in accordance with the following provisions: After the fourth (4th) period of absence due to illness, no pay will be granted for the first one (1) day of sick leave absence. After the fifth (5th) period of absence due to illness, no pay will be granted for the first two (2) days of sick leave absence. After the sixth (6th) or any subsequent period of absence due to illness, no pay will be granted for the first three (3) days of sick leave absence.

**Required to Call In**

- 22:04 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work.

**Physician's Certificate**

- 22:05 An employee may, with prior warning, be required to provide a doctor's certificate certifying that the employee is unable to carry out his/her normal duties due to illness.

**Records**

- 22:06 A record of all used sick leave shall be kept by the Employer.

**Misuse of Sick Leave**

- 22:07 Where it has been established that an employee has misused the sick leave provisions, such misuse will be cause for termination of services by the Employer.

**Medical Examination Required During Employment**

- 22:08 Where the Employer has reason to believe that the employee may not be able to safely or satisfactorily perform his/her duties, as a result of injury, accident, illness or for other reasons, the employee may be required to be certified by a legally qualified Medical Practitioner employed by the Employer.

**Dispute Over Medical Examination**

- 22:09 Should a dispute arise between an employee and the Employer's Medical Practitioner as to the employee's fitness, the employee shall be referred to an independent medical consultant mutually agreed upon by the Union and the Employer. The consultant's opinion shall be considered the final decision as to the employee's fitness to continue to work at his/her regular occupation.

**Exceptions**

- 22:10 Sick leave credits shall not be paid to an employee on authorized leave of absence or upon termination, discharge or retirement.

**BEREAVEMENT LEAVE - Regular Part-Time Employees**

- 23:01 In the event of a death in the immediate family, an employee will be granted upon request up to a maximum of three (3) working days without loss of regular pay for attendance at or to make the necessary arrangements for the funeral or memorial service. "Immediate family" shall mean Spouse, Father, Mother, Brother, Sister, Son,

Daughter, Father-in-law, Mother-in-law, Sister-in-law, Brother-in-law, Grandparent, Grandchild, Son-in-law and Daughter-in-law.

#### PAID PERSONAL LEAVE OF ABSENCE - Regular Part-Time Employees

24:01 Commencing July 1st of each year, each member of the bargaining unit shall be allowed for good reason up to three (3) days paid leave of absence annually. 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 to the supervisor, and shall indicate the reason for the application therefor. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance. The supervisor will provide the employee with an answer in writing within two (2) working days after receiving the written request. Employees shall not be allowed to use leave of absence for purposes of extending vacations or the day prior to or following a paid holiday.

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

#### JURY DUTY OR CROWN WITNESS SERVICE - Regular Part-Time Employees

25:01 The Employer shall continue the payment of full wages to any employee who is required for jury duty or crown witness service for the period of such service. The foregoing is conditional on the employee paying the Employer the full amount of any compensation received for such jury duty or crown witness service exclusive of compensation expressly provided for meals and/or travel.

#### LEAVES OF ABSENCE

##### General

26:01 Subject to the written approval of the Designated Authority only, an employee may be granted a leave of absence without pay because of personal illness or for valid personal reasons. All applications for leave of absence must be made in writing and submitted to the Designated Authority. Any extension of a leave of absence must also be applied for and granted in writing.

##### Maternity Leave - Regular Part-Time Employees

26:02 Maternity 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, shall be granted a maternity leave of absence not to exceed seventeen (17) weeks. Employees



will be required to apply for Unemployment Insurance benefits which begin after a two (2) week waiting period. The University will pay 95 percent of salary prior to the commencement of Unemployment Insurance benefits, and, for the next fifteen (15) weeks will make up the difference between Unemployment Insurance Benefits and 95 percent of salary. Maternity leave of absence shall commence at the employee's discretion, upon reasonable notice being given to the Employer. 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. During maternity leave of absence, the employee will continue to be enrolled in University benefits through regular payroll deductions. The employee shall be reinstated with benefits as provided for under the Agreement.

In addition to the above, the unpaid parental leave provisions of the Employment Standards Act shall apply.

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

- 26:03 The requirements established by Employment & Immigration Canada concerning Unemployment Insurance benefits and Supplemental Unemployment Benefits (SUB), as they apply to Article 26:02 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 Unemployment Insurance benefits, Supplemental Unemployment Benefits and all other earnings will never exceed 95 percent of the employee's normal weekly earnings.

Disqualification or Disentitlement:

Employees disqualified or disentitled from receiving Unemployment Insurance benefits are not eligible for Supplemental Unemployment Benefits.

Employer Discontinues Contributions to Welfare Benefits -- Regular Part-Time Employees

- 26:04 Where an employee has been granted leave of absence without pay in accordance with and pursuant to Articles:

(26:01) 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  
 University of Toronto Semi-Private Hospital Accommodation Plan  
 University of Toronto Vision Care Plan

The Employer will notify the employee in writing whenever Employer contributions to such plans are discontinued.

#### Employee May Continue Contributions

- 26:05 The employee may make provisions for continuance of coverage of whatever welfare benefits programmes in which he/she was enrolled prior to said leave of absence being granted, by making direct payment to the supervisor of the fortnightly payroll. All premiums must be paid in advance and in accordance with the rules established by the Human Resources Department.

#### Conventions and Seminars

- 26:06 Subject to the approval of the Designated Authority and upon written request at least fifteen (15) working days in advance, leave of absence without pay or loss of seniority shall be granted to not more than four (4) employees at any one time, who may be elected or selected by Local 3261 to attend any authorized Labour Convention or Educational Seminar. Such leave of absence is to be confined to the actual duration of the Labour Convention or Educational Seminar and the necessary travelling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

#### Full-time Officer of the Union

- 26:07 ( a ) Where an employee is elected or selected to a full-time office within the Union, he/she may request a leave of absence at least ten (10) working days in advance in writing from the Designated Authority, he/she shall be granted leave of absence. Such leave shall be renewed each year, on request, during the employee's term of office. On the expiration of his/her term of office and upon written request to the Designated Authority, which must be submitted at least ten (10) working days prior to said termination, the member shall be returned to his/her former position. The above-described leave of absence shall be limited to one (1) employee at any one time during the term of this Agreement.
- (b) Subject to the approval of the appropriate Designated Authority, the Vice-President of the Union shall be allowed a leave of absence without pay for the purpose of replacing the Local President during the periods of vacation or extended illness. The President of the Local shall make a written request for such leave to the Director of Labour Relations. Such leave of absence shall not be unreasonably withheld.

#### Seniority During Leave of Absence

- 26:08 Employees who have been granted leave of absence shall retain seniority acquired until said leave of absence commences. The employee shall not continue to acquire

seniority while on leave of absence where an employee has been granted sixty (60) working days or more leave of absence for valid personal reasons in accordance with and pursuant to Article 26:01 of the Agreement.

This provision is not applicable to employees granted leave of absence under Article 26:07 in that seniority shall continue for the full period of the aforementioned leave.

#### RELIEVING HIGHER CLASSIFICATIONS IN THE BARGAINING UNIT

27:01 When an employee has been assigned to work in a job of a higher classification in the bargaining unit, he/she shall be paid at the appropriate rate for all hours worked on that assignment after having worked for at least one (1) hour, including the first hour.

#### SUPERVISORY POSITION EXCLUDED FROM THE BARGAINING UNIT

28:01 In considering applicants for supervisory positions excluded from the bargaining unit, primary consideration should not be given to seniority but to personal qualities such as leadership, reliability, judgment, ability to organize and an understanding and display of the practice of good human relations. Only those possessing these characteristics should be considered. Where practicable, applicants for supervisory positions should be interviewed by the supervisor responsible for the selection. Only in cases where there does not appear to be, in management's opinion, much difference in qualifications will seniority govern. It is agreed that appointments to positions above the jurisdiction of the Union are not subject to the Grievance Procedure.

#### MANAGEMENT AND UNION COMMITTEE

29:01 The Employer and the Union agree that their senior representatives will meet to discuss matters of mutual interest, together with a secretary appointed by the Employer. The Chairperson of the Union/Management Committee shall be the Director of Labour Relations or a member of his/her staff as designated by the Director of Labour Relations.

#### BULLETIN BOARDS

30:01 The Employer agrees to provide space on bulletin boards marked Canadian Union of Public Employees, Local 3261, for official Union notices on the understanding that such notices will be in keeping with the general spirit and intent of this Collective Agreement.

#### PERSONNEL FILES

- 31:01 An employee shall have the right to examine all documents pertaining to that individual in any file kept by the employing Department as a basis for personnel decisions affecting that employee, and to have such files corrected or supplemented in cases of inaccuracy or inadequacy. Such comments shall become part of the file.

Examination of the personnel files may be made after the employee gives notice of his/her desire to do so, and under the conditions which the employing Department deems appropriate to ensure security of the file.

#### PRINTING OF THE AGREEMENT

- 32:01 Printing and distribution of this Agreement will be the Employer's responsibility. The Employer will supply a copy of the said agreement to all employees covered by the Agreement. The Employer will also supply the Union with copies of the Agreement as required.

#### CORRESPONDENCE

- 33:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director, Labour Relations or his designate, University of Toronto, 214 College Street, Room 310, Toronto, Ontario, M5T 2Z9 and the Local Union President, Canadian Union of Public Employees, Local 3261, 1 Spadina Crescent, Suite 202, Toronto, Ontario.
- 33:02 Any such communication given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

#### BENEFITS -- Regular Part-time Employees

##### Pension Plan

- 34:01 The Employer agrees to provide for all regular part-time employees who hold an appointment of 25% or more and whose earnings are 35% or more of the Canadian Pension Plan earnings ceiling, a Pension Plan, the details of which are set out in Schedule II.
- 34:02 The Employer agrees to provide for all regular part-time employees who hold appointments of 25% or more of full-time appointments the following benefit plans:

##### Group Life and Survivor Income Plan

- 34:03 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

34:04 The Employer agrees to provide a Dental Care Plan, the details of which are set out in Schedule IV.

Extended Health Care Plan

34:05 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

34:06 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

34:07 The Employer agrees to provide a Long Term Disability Plan, the details of which are set out in Schedule VII.

Vision Care Plan

34:08 The Employer agrees to provide a vision care plan, the details of which are set out in Schedule VIII.

WAGES

35:01 The Employer agrees to pay the Schedule of Wage rates attached hereto as Schedule I.

DURATION AND MODIFICATION OF AGREEMENT

36:01 ~~This agreement shall be binding and continue in effect until June 30, 1999, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing within the period of three (3) months next preceding the expiration date of this agreement, that it desires to amend or terminate it.~~

36:02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on October 7, 1996.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Michael G. Finlayson  
*Vice President - Administration and Human Resources*

John Dimond  
*Secretary of Governing Council*

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261, BY:

Robert Panzen  
*President*

Bogdan Eduard Ghetu  
*Chief Negotiator*

Brian Blakeley  
*National Representative*

## SCHEDULE I: Wage Rates -- October 1,1995

<u>Regular Part-time Employees – Classification</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>	<u>12 Months</u>
Laboratory Animal Technician I	\$11.90	\$12.24	\$12.57	<del>\$13.23</del>
Laboratory Animal Technician II	12.26	12.61	12.94	13.53
Service Worker	11.92	12.26	12.59	13.25
Building Patrol I	11.99	12.33	12.66	13.32
Building Patrol II	11.92	12.26	12.59	13.25
Special Services Driver	12.26	12.61	12.94	13.53
Stores Assistant	12.26	12.61	12.94	13.53
Locker Room Attendant	11.92	12.26	12.59	13.25
Campus Beverage Service Representative	11.92	12.26	12.59	13.25
Athletic Equipment Technician	12.26	12.61	12.94	13.53
Athletic Facility Attendant	11.92	12.26	12.59	13.25
Athletic Service Attendant	12.26	12.61	12.94	13.53
Laundry/Equipment Technician	12.26	12.61	12.94	13.53
Laundry Worker	11.92	12.26	12.59	13.25
Cafeteria Worker	11.92	12.26	12.59	13.25
Cashier	11.92	12.26	12.59	13.25
Kitchen Worker	11.92	12.26	12.59	13.25
Shipper/Receiver I	12.26	12.61	12.94	13.53
Warehouse Attendant	12.26	12.61	12.94	13.53
Parking Lot Attendant	11.92	12.26	12.59	13.25
<u>Casual Employees – Classification</u>	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>	<u>12 Months</u>
Waiter/Waitress	\$ 5.80	\$ 5.90	\$ 6.18	\$ 6.50
Banquet Staff	6.63	6.97	7.31	7.67
Bartender	7.65	8.04	8.44	8.85
High Table Waiter/Waitress	9.18	9.64	10.12	10.63
Locker Room Attendant	10.14	10.42	10.70	11.26
Campus Beverage Service Representative	10.14	10.42	10.70	11.26
Athletic Facility Attendant	10.14	10.42	10.70	11.26
Athletic Service Attendant	10.42	10.72	11.00	11.50
Cafeteria Worker	10.14	10.42	10.70	11.26
Cashier	10.14	10.42	10.70	11.26
Kitchen Worker	10.14	10.42	10.70	11.26
Athletic Equipment Technician	10.42	10.72	11.00	11.50
Laundry/Equipment Attendant	10.42	10.72	11.00	11.99
Light Equipment Operator	10.42	10.72	11.00	11.50
Parking Lot Attendant	10.14	10.42	10.70	11.26
Service Worker I, II, III	10.14	10.42	10.70	11.26
Stores Assistant	10.42	10.72	11.00	11.50
Building Patrol	10.14	10.42	10.70	11.26
Laboratory Animal Technician	10.12	10.40	10.68	11.25
Maintenance Worker I	10.62	10.92	11.21	11.80
Maintenance Worker II	10.54	10.84	10.92	11.42
Residence Maintenance Technician	11.16	11.47	11.78	12.40

All new employees will be placed at the starting rate effective the date of employment, and shall move through the steps at the appropriate time period set out above.

All employees currently paid beyond the wage scale shall have their wage rate red-circled and shall not receive less than their current wage rate or the wage scale set out above.

Any casual employees re-hired within twelve (12) months of previous employment in the same classification shall be placed in the same position on the wage scale the employee enjoyed at termination of previous employment.

## SCHEDULE I: Wage Rates -- Effective August 8, 1996

<b>Regular Part Time -- Classification</b>	<b>Start</b>	<b>6 Months</b>	<b>12 Months</b>
Laboratory Animal Technician I	\$11.92	\$12.26	\$13.25
Laboratory Animal Technician II	\$12.26	\$12.61	\$13.53
Service Worker	\$11.92	\$12.26	\$13.25
Building Patrol I	\$11.99	\$12.33	\$13.32
Building Patrol II	\$11.92	\$12.26	\$13.25
Special Services Driver	\$12.26	\$12.61	\$13.53
Stores Assistant	\$12.26	\$12.61	\$13.53
Locker Room Attendant	\$11.92	\$12.26	\$13.25
Campus Beverage Service Representative	\$11.92	\$12.26	\$13.25
Athletic Equipment Technician	\$12.26	\$12.61	\$13.53
Athletic Facility Attendant	\$11.92	\$12.26	\$13.25
Athletic Service Attendant	\$12.26	\$12.61	\$13.53
Laundry Equipment Technician	\$12.26	\$12.61	\$13.53
Laundry Worker	\$11.92	\$12.26	\$13.25
Cafeteria Worker	\$11.92	\$12.26	\$13.25
Cashier	\$11.92	\$12.26	\$13.25
Kitchen Worker	\$11.92	\$12.26	\$13.25
Shipper Receiver	\$12.26	\$12.61	\$13.53
Warehouse Attendant	\$12.26	\$12.61	\$13.53
Parking Lot Attendant	\$11.92	\$12.26	\$13.25
<b>Casual -- Classification</b>	<b>Start</b>	<b>12 Months</b>	<b>24 Months</b>
Hospitality Worker (Tips)	\$ 6.63	\$ 7.31	\$ 7.67
Hospitality Work (Non-Tips)	8.00	8.82	11.09
Locker Room Attendant	10.14	10.42	11.26
Athletics Facility Attendant	10.14	10.42	11.26
Athletics Service Attendant	10.42	10.72	11.50
Athletic Equipment Technician	10.42	10.72	11.50
Laundry Equipment Attendant	10.42	10.72	11.50
Stores Assistant	10.42	10.72	11.50
Parking Lot Attendant	10.14	10.42	11.26
Building Patrol	10.14	10.42	11.26
Service Worker I, II, III	10.14	10.42	11.26
Maintenance Worker I	10.62	10.92	11.86
Maintenance Worker II	10.54	10.84	11.42
Residence Maintenance Technician	11.16	11.47	12.40
Light Equipment Operator	10.42	10.72	11.50
Laboratory Animal Technician	11.22	11.78	12.37

All new employees will be placed at the starting rate effective the date of employment, and shall **move** through the steps at the appropriate time period set out above.

All employees currently paid beyond the wage scale shall have their wage rate red-circled and shall not receive less than their current wage rate or the wage scale set out above.

Any casual employees re-hired within twelve (12) months of previous employment in the same classification shall be placed in the same position on the wage scale the employee enjoyed at termination of previous employment.



## SCHEDULE I: Wage Rates - Effective October 1, 1998

<b>Regular Part Time -- Classification</b>	<b>Start</b>	<b>6 Months</b>	<b>12 Months</b>
Laboratory Animal Technician I	\$12.10	\$12.44	\$13.49
Laboratory Animal Technician II	\$12.44	\$12.80	\$13.73
Service Worker	\$12.10	\$12.44	\$13.49
Building Patrol I	\$12.16	\$12.33	\$13.52
Building Patrol II	\$12.10	\$12.44	\$13.49
Special Services Driver	\$12.44	\$12.80	\$13.73
Stores Assistant	\$12.44	\$12.80	\$13.73
Locker Room Attendant	\$12.10	\$12.44	\$13.49
Campus Beverage Service Representative	\$12.10	\$12.44	\$13.49
Athletic Equipment Technician	\$12.44	\$12.80	\$13.73
Athletic Facility Attendant	\$12.10	\$12.44	\$13.49
Athletic Service Attendant	\$12.44	\$12.80	\$13.73
Laundry Equipment Technician	\$12.44	\$12.80	\$13.73
Laundry Worker	\$12.10	\$12.44	\$13.49
Cafeteria Worker	\$12.10	\$12.44	\$13.49
Cashier	\$12.10	\$12.44	\$13.49
Kitchen Worker	\$12.10	\$12.44	\$13.49
Shipper Receiver	\$12.44	\$12.80	\$13.73
Warehouse Attendant	\$12.44	\$12.80	\$13.73
Parking Lot Attendant	\$12.10	\$12.44	\$13.49
<b>Casual -- Classification</b>	<b>Start</b>	<b>12 Months</b>	<b>24 Months</b>
Hospitality Worker (Tips)	\$ 6.72	\$ 7.42	\$ 7.79
Hospitality Work (Non-Tips)	8.12	8.95	11.26
Locker Room Attendant	10.29	10.58	11.43
Athletics Facility Attendant	10.29	10.58	11.43
Athletics Service Attendant	10.58	10.88	11.67
Athletic Equipment Technician	10.58	10.88	11.67
Laundry Equipment Attendant	10.58	10.88	11.67
Stores Assistant	10.58	10.88	11.67
Parking Lot Attendant	10.29	10.58	11.43
Building Patrol	10.29	10.58	11.43
Service Worker I, II, III	10.29	10.58	11.43
Maintenance Worker I	10.78	11.08	12.04
Maintenance Worker II	10.70	11.00	11.59
Residence Maintenance Technician	11.33	11.64	12.59
Light Equipment Operator	10.58	10.88	11.67
Laboratory Animal Technician	11.39	11.96	12.56

All new employees will be placed at the starting rate effective the date of employment, and shall move through the steps at the appropriate time period set out above.

All employees currently paid beyond the wage scale shall have their wage rate red-circled and shall not receive less than their current wage rate or the wage scale set out above.

Any casual employees rehired within twelve (12) months of previous employment in the same classification shall be placed in the same position on the wage scale the employee enjoyed at termination of previous employment.

#### SCHEDULE II: Pension Plan -- Regular Part-time Employees

All regular part-time employees who hold an appointment of 25% or more and whose earnings are 35% 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 the Employer's Contribution shall be prorated 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 -- Regular Part-time Employees

The Employer shall continue to provide basic group life insurance 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 25% or more of a full-time appointment shall be eligible to be enrolled in the said plan. The Employer's contribution shall be prorated to the percentage of a full time appointment.

#### SCHEDULE IV: Dental Care Plan -- Regular Part-time Employees

The Employer agrees to contribute not less than 80% of the premiums for regular part-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 25% or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage of the appointment of a full-time appointment.

SCHEDULE V: Extended Health Care Plan -- Regular Part-time Employees

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

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

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

SCHEDULE VI: Semi-Private Hospital Accommodation Plan -- Regular Part-time Employees

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

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

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

SCHEDULE VII: Long Term Disability Plan - Regular Part-time Employees

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 registrations 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 25% or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage of the appointment of a full-time appointment.

**SCHEDULE VIII: Vision Care Plan -- Regular Part-Time Employees**

A vision care plan will be provided to members of the Canadian Union of Public Employees, Local 3261 (part-time employees) employed by the University of Toronto. Eligible members are all those regular part-time members of the group less those who have coverage under a spousal plan. The plan will provide the following benefits:

- coverage up to \$150.00 every two (2) years per family member with no deductible;
- coverage includes contact lenses and prescription sunglasses;
- the University subsidy will be 50% of the cost of the premiums;

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 of a full-time appointment.

LETTER OF INTENT: Fee Waiver for Dependents -- Regular Part-Time Employees

October 7, 1996

Mr. Brian Blakeley  
National Representative  
Canadian Union of Public  
Employees, Local 3261  
Part-Time Bargaining Unit  
305 Milner Avenue  
Suite 901  
Scarborough, Ontario  
M1B 3V4

Dear Mr. Blakeley,

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

Yours truly,



Brian Marshall  
Director  
Labour Relations

### FEE WAIVER ACADEMIC TUITION FOR STAFF DEPENDENTS

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 are described below.

#### TERMS OF REFERENCE

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

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

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

#### ELIGIBILITY

Regular part-time employees who hold an appointment of 25% or more of a full-time appointment. 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 dependents enrolled in these programmes will have their academic tuition fee waived for each academic year of the programme until the degree or certificate is awarded.

The waiver is not applicable to the following:

All programmes **in:** Dentistry  
 Education  
 Law  
 Medicine  
 Royal Conservatory of Music  
 School of Graduate Studies  
**OISE**  
 Management Studies  
 Social Work  
 School of Continuing Studies  
 Woodsworth College Diplomas

Transitional Year Programme  
Pre-University Programme

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

PROCEDURE

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

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

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

Administration of this Policy

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

LETTER OF INTENT: Gratuities - Foods & Beverage Service Staff

October 7, 1996

Mr. Brian Blakeley  
National Representative  
Canadian Union of Public  
Employees, Local 3261  
Part-Time Bargaining Unit  
305 Milner Avenue  
Suite 901  
Scarborough, Ontario  
M1B 3V4

Dear Mr. Blakeley,

During our recent negotiations the University of Toronto agreed that the current gratuity system for Food & Beverage staff will be continued for the life of the agreement.

Yours truly,

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

Brian Marshall  
Director  
Labour Relations



LETTER OF INTENT: Preferred Hiring -- Casual Employees

October 7, 1996

Mr. Brian Blakeley  
National Representative  
Canadian Union of Public  
Employees, Local 3261  
Part-Time Bargaining Unit  
305 Milner Avenue  
Suite 901  
Scarborough, Ontario  
M1B 3V4

Dear Mr. Blakeley,

The reference to "University of Toronto" students in Article 21:02 shall not be applied to members of the bargaining unit who have worked at the University in the twelve (12) months prior to August 22, 1996 for a period of one year.

Yours truly,

A handwritten signature in black ink, appearing to read "Brian Marshall". The signature is fluid and cursive, with the first name "Brian" and last name "Marshall" clearly distinguishable.

Brian Marshall  
Director  
Labour Relations

LETTER OF INTENT: Wage Rates

October 7, 1996

Mr. Brian Blakeley  
National Representative  
Canadian Union of Public  
Employees, Local 3261  
Part-Time Bargaining Unit  
305 Milner Avenue  
Suite 901  
Scarborough, Ontario  
M1B 3V4

Dear Mr. Blakeley,

The parties agree that all employees who were in the bargaining unit in the previous twelve (12) months prior to August 8, 1996 shall be continued to be covered by the wage grid as set out in the previous collective agreement.

Yours truly,

A handwritten signature in black ink, appearing to read "Brian Marshall". The signature is written in a cursive style with a large, looped initial "B".

Brian Marshall  
Director  
Labour Relations

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