



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: July 1, 2002 to June 30, 2004

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COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of November 20, 2002.

- 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")

ARTICLE 1: GENERAL PURPOSE

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

ARTICLE 2: RECOGNITION AND COVERAGE

2:01 The Employer recognizes the Canadian Union of Public Employees, Local 3261, as the sole and exclusive bargaining agent for all employees of the Employer, 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 Note

For purposes of clarity, the parties agree that the bargaining unit currently includes the service classifications as set out in Schedule I – Wages.

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.

ARTICLE 3: RESERVATION OF MANAGEMENT RIGHTS

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

- a) maintain order, discipline and efficiency;
- b) hire, discharge, classify, transfer, promote, 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.

ARTICLE 4: NO DISCRIMINATION

4:01 The Employer and the Union shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights, or with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital status, religion, nationality, Acquired Immune Deficiency Syndrome (AIDS), AIDS-related 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

c) 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.

4:05 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 5: 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 thirty (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 with a copy of the Collective Agreement, and all employees with a copy of any new Agreement.

ARTICLE 6: 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 amounts deducted in accordance with paragraph 6:02 shall be remitted to the Union by the 10th day of the following month from which the dues were deducted.

6:04 The Employer will, at the time of making such remittance hereunder to the Union, furnish it with a statement showing the names, amount of dues paid, regular wages earned, overtime wages earned, classification, address, e-mail (if and when available and able to produce), phone number, and shift hours earned of the employees from whose pay such deductions have been made.

ARTICLE 7: 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.

ARTICLE 8: UNION REPRESENTATION

Local Union President

8:01 The Employer agrees that there also shall be one (1) Union President for Local 3261, who will be elected or appointed from within either the full-time or part-time bargaining units at the University of Toronto or University of Toronto Press.

The Union will notify the Employer in writing of the appointment of the Local Union President.

Union Representative

8:02 The Employer encourages the Union to appoint or otherwise select a Union Steward for the departments as set out below:

<u>Department</u>	<u>Union Steward</u>
Faculty of Physical Education and Health University of Toronto at Mississauga	1
Athletics and Recreation	1
Grounds	1
University of Toronto at Scarborough	
Parking/Grounds	1
Athletics and Recreation	1
Robarts Library – Building Patrol	1
Division of Comparative Medicine	1
Facilities & Services, St. George	
Caretaking	1
Campus Services/Grounds	1
Hart House	1
Walksafer/Building Patrol – St. George	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. Union Stewards must be actively employed and have completed their probationary period.

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 35:02 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.

Health and Safety Committee

8:05 The University and the Union share responsibility for providing a safe and health workplace in accordance with the Ontario *Occupational Health and Safety Act*. The parties agree to maintain a Joint Health and Safety Committee to deal with health and safety issues concerning employees in the bargaining unit. It is the firm belief of the parties that through joint education programs, joint investigations of health and safety issues and joint resolution of these issues that the workplace will be co-operatively maintained in a safe and healthy condition.

ARTICLE 9: 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 When 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 a Union Steward is called or not, the Union Local President will be advised in writing within one (1) working day (24 hours) of the facts of the disciplinary action and the reason therefor.

Where there is no Union Steward available in the employing department, either a full-time Union Steward or the Union Local President will be allowed to attend the disciplinary meeting should the employee so desire. The Union Steward or the Union Local President must be available to attend the meeting within a reasonable time period and should they not be able to attend within a reasonable time period the disciplinary meeting will proceed. A reasonable time period shall be no longer than three (3) working days.

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.

ARTICLE 10: 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.

ARTICLE 11: 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.

Where there is no Union Steward available in the employing department, either a full-time Union Steward or the Union Local President will be allowed to attend the grievance meeting.

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

Policy Grievance

- 11:08 A grievance of the Employer, or a policy 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 designate or to the Local Union President, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The parties shall meet to discuss any such grievance within ten (10) working days, then either party may notify the other party in writing within a further period of five (5) working days, that it intends to proceed to arbitration. Such notification shall contain details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought from an arbitrator.

Group Grievance

11:09 Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievances as one (1) grievance subject to all application provisions under the grievance procedure, provided that such grievance shall commence at Step 1.

Discharge Grievance

11:10 In the case of an employee being discharged, he/she may submit a grievance in writing on a form supplied by the University signed by both the Union Steward and the employee involved, to the Director of Human Resources or his/her designate, within five (5) working days after the discharge. The Director of Human Resources or his/her designate shall meet with the Local Union President and the grievor within five (5) working days of receipt of the grievance. Either party may request the presence of the grievor, Union Steward, Local Union President and the CUPE National Representative, supervisor or Designated Authority to attend the meeting to present evidence or give assistance in the settlement of the grievance. If the grievance is not settled at this meeting, then either party may notify the other in writing within a further period of five (5) working days after the date of the meeting that it intends to proceed to arbitration as herein before set out.

Hiring Grievances -- Casual Positions

11:11 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.

ARTICLE 12: ARBITRATION

12:01 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 to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitrator and the name and address of the party's nominee as arbitrator.

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 selection of an arbitrator within fifteen (15) working days after receiving the notice. If the parties are unable to agree upon the selection of an arbitrator within a period of fifteen (15) working days, either party shall then have the right to request the Minister of Labour for Ontario to appoint an arbitrator.

12:03 Each party shall jointly and equally bear the fees and expenses of the arbitrator and nominee, if any. No grievance may be submitted to an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.

12:04 Alternatively, either party may refer the grievance to a board of arbitration. The party who gives notice that the grievance be referred to a board of arbitration shall notify the other party of the name and address of the party's nominee to the proposed arbitration board. The party who receives the notice of intention to proceed to a board of arbitration shall then notify the other party of the name and address of their party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice. The two (2) nominees shall attempt to select a chairperson for the board. If they are unable to agree upon the selection within a further period of ten (10) working days after the appointment of the second nominee, either of the parties shall then have the right to request the Minister of Labour to appoint a chairperson for the board.

12:05 In the event an arbitrator/board of arbitration properly deals with a matter relating to discharge or other disciplinary action, the arbitrator/board of arbitration has the authority to reinstate an

employee with or without compensation for wages lost or to make any other award it may deem just in the event there has been a violation of this Agreement by the Employer.

- 12:06 An arbitrator/board of arbitration shall not have any authority to make any decision which is inconsistent with the terms of this Agreement nor to add to, subtract from, or amend any of the terms of this Agreement. The jurisdiction of the arbitrator/board of arbitration shall be strictly confined to dealing with the issue in dispute between the parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the arbitrator/board of arbitration shall be final and binding upon the parties.

ARTICLE 13: PROBATIONARY EMPLOYEES

- 13:01 New employees will be considered as probationary employees until after they have been employed for four (4) 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 11:10 of the Agreement.
- 13:02 A regular part-time employee will be entitled to benefits on a pro-rated basis after the completion of thirty (30) working days or three (3) calendar months, whichever should occur first.

ARTICLE 14: 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 pro-rated 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.

ARTICLE 15: CHANGE OF PERSONAL INFORMATION RELEVANT TO EMPLOYMENT

- 15:01 It shall be the duty of the employee to notify the Employer promptly of any change of his/her address, telephone number, e-mail address if applicable, if they are employed in more than one (1) department at the University, and if they are a University of Toronto student or if there is any change in their student status.

ARTICLE 16: 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 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 forty (40) hours per week shall be paid for at the rate of time and one-half (1½) 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.

ARTICLE 17: 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 | Day Before Christmas Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Day Before New Year's Day |
| Labour Day | |

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 (1½) 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 (1½) times their regular rate.

17:02 Employees qualify for holiday pay as set out in Article 17:04 unless:

- a) the employee does not work his or her scheduled regular day of work preceding or following the holiday; or
- b) 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: all regular wages and vacation pay the employee earned in the four (4) weeks ending just before the work week with the holiday and divide this sum by eight (8) to a maximum of eight (8) hours.

ARTICLE 18: 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 four (4) percent of their gross earnings as vacation pay regularly on a bi-weekly basis.

ARTICLE 19: 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:
- a) voluntarily quits the employ of the University;
 - b) is justifiably discharged;
 - c) has been laid off for more than twenty-four (24) consecutive months;
 - d) following a 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;
 - e) 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 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.

ARTICLE 20: 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.

ARTICLE 21: 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 for a period of ten (10) calendar days and notify the Local Union President in writing, in order that all members will know about the position and be able to make written application therefore on a form provided by the Employer. Jobs shall be posted on seven (7) locked bulletin boards* which shall be located as set out below as well as posted in all local Human Resources offices and on the University's website. 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 Employer from filling the advertised job from within the bargaining unit or from any other source.

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

Preferred Hiring -- Casual Employees

21:02 When a casual employee has successfully completed the last previous term of employment in the employing department, the applicant shall be given preference for casual employment in the same position in the employing department where there is a vacant position for such casual employment. If a vacant position still exists, then preference will be given to other casual bargaining unit employees who apply for the vacant position. Preference in hiring shall be based on: total number of hours worked in the previous twelve (12) months and 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, and if necessary, the University's Career Centre(s). The Union Local President will also be given a copy of all postings for casual vacancies.

The University shall post the vacancies for a period of ten (10) calendar days, except in emergency situations.

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

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 *Workplace Safety and Insurance Act* is not payable. The purpose of the Sick Leave Plan is to provide against loss of earnings for employees who are prevented by sickness or accident from performing their duties.

Basis of Leave

22:02 A regular part-time employee who holds an appointment of twenty-five (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 *Workplace Safety and Insurance 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.

ARTICLE 23: 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.

ARTICLE 24: 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.

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

ARTICLE 25: 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.

ARTICLE 26: 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.

Pregnancy Leave -- Regular Part-Time Employees

26:02

- (a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the University prior to the probable date of delivery, and who presents to the Department or Division Head a doctor's certificate or certificate from a midwife stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.
- (b) For employees with thirteen (13) weeks of service or more, the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next fifteen (15) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits
- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to the University. If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the employee will be entitled to utilize sick leave in accordance with Article 22 until the actual birth of the baby, the expected date of delivery or the date she intended to start her pregnancy leave as stated in her written notice, whichever comes first. An employee must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.
- (d) If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give the 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 University four (4) weeks' written notice before the date the leave was to end.

- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's pregnancy leave, provided the employee fulfills any requirements for said continuation.

Parental Leave -- Regular Part-Time Employees

26:03

- (a) An employee who is a parent of a child and who has been employed with the University for at least thirteen (13) weeks is entitled to an eighteen (18) week unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Both parents will be eligible to take a parental leave as follows:
 - i) up to thirty-five (35) weeks of parental leave for birth mothers;
 - ii) up to thirty-seven (37) weeks of parental leave for all other new parents, such as birth fathers, adoptive parents, and same-sex partners.
- (b) For employees who take pregnancy leave, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care, and control of the birth mother. For other parents, parental leave must commence with fifty-two (52) weeks after the birth or after the child first comes into the custody care, and control of a parent. This provision is not available to employees who have taken Primary Caregiver Leave.
- (c) An employee who is entitled to a parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If he/she does not specify when the leave will end, it will be assumed that he/she wishes to take the maximum leave.

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

- (d) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of his/her intent to take the parental leave.
- (e) If an employee on parental leave wishes to change the date of his/her return to work to an earlier date, he/she must give the University four (4) weeks' written notice of the date on which he/she intends to return.
- (f) If an employee wishes to change the date of return to work to a later date (but subject to the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- (g) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation.

Primary Caregiver Leave -- Regular Part-Time Employees

26:04

- (a) Primary Caregiver Leave is available to a parent, other than a biological mother, who has the primary responsibility for the care of a child during the eighteen (18) weeks immediately following:

- i) the birth of a child, or
- ii) the coming of a child into the custody, care, and control of a parent for the first time.

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

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

26:05 The requirements established by Employment & Immigration Canada concerning Employment Insurance benefits and Supplemental Employment Benefits (SEB), as they apply to Article 26:02 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.

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

26:06 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

26:07 The employee may make provisions for continuance of coverage of whatever welfare benefit 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

26:08 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 – Regular Part-Time Employees

26:09

- (a) Where a regular part-time 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 a leave of absence. Such leave shall be renewed each year, on request, during the employee's term of office. On the expiration of his/her term of office and upon written request to the Designated Authority, which must be submitted at least ten (10) working days prior to said termination, the member shall be returned to his/her former position. The above-described leave of absence shall be limited to one (1) employee at any one time during the term of this Agreement.
- (b) Subject to the approval of the appropriate Designated Authority, the Vice-President of the Union or his/her designate shall be allowed a leave of absence without pay for the purpose of replacing the Local President during periods of vacation or extended illness. The President of the Local shall make a written request for such leave to the Director of Human Resources. Such leave of absence shall not be unreasonably withheld.
- (c) Where an employee of the University of Toronto is elected or selected to a full-time office within the Union and is granted a leave of absence in accordance with Article 26:09, the Employer shall continue to pay the full-time officer during the leave of absence at his/her regular wage rate in the classification in which he/she was employed immediately prior to commencing the leave of absence. The employee benefits shall be those in which the employee was enrolled immediately prior to commencing said leave of absence.

The University agrees that upon request of the Union, the Full-time Officer of the Union shall be placed at the highest wage rate consistent with a classification covered by the full-time collective agreement. It is understood that the Union will be obligated to pay the entire amount of the wage differential resulting from such higher classification. The Union shall reimburse the

Employer for the increase in benefit premium beyond the classification in which the Full-time Officer was employed immediately prior to the leave of absence being granted.

Seniority During Leave of Absence

26:10 Employees who have been granted leave of absence shall retain seniority acquired until said leave of absence commences. The employee shall not continue to acquire seniority while on leave of absence where an employee has been granted sixty (60) working days or more leave of absence for valid personal reasons in accordance with and pursuant to Article 26:01 of the Agreement.

This provision is not applicable to employees granted leave of absence under Article 26:09 in that seniority shall continue for the full period of the aforementioned leave.

Paternity Leave – Regular Part-Time Employees

26:11 Upon the birth or adoption of a child a father shall be granted up to three (3) days' paid leave of absence.

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

ARTICLE 27: 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.

ARTICLE 28: MANAGEMENT AND UNION COMMITTEE

28:01 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 Human Resources or a member of his/her staff as designated by the Director of Human Resources.

ARTICLE 29: BULLETIN BOARDS

29:01 The Employer agrees to provide space on bulletin boards marked Canadian Union of Public Employees, Local 3261, for official Union notices on the understanding that such notices will be in keeping with the general spirit and intent of this Collective Agreement.

ARTICLE 30: PERSONNEL FILES

30:01 An employee shall have the right to examine all documents pertaining to that individual in any file kept by the employing Department as a basis for personnel decisions affecting that employee, and to have such files corrected or supplemented in cases of inaccuracy or inadequacy. Such comments shall become part of the file.

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

ARTICLE 31: PRINTING OF THE AGREEMENT

31:01 Printing and distribution of this Agreement will be the Employer's responsibility. The Employer will supply a copy of the said Agreement to all employees covered by the Agreement. The Employer will also supply the Union with an electronic copy and with copies of the Agreement as required.

ARTICLE 32: CORRESPONDENCE

32:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director, Human Resources or his/her designate, University of Toronto, 215 Huron Street, 8th Floor, Toronto, Ontario, M5S 1A2 and the Local Union President, Canadian Union of Public Employees, Local 3261, 1 Spadina Crescent, Suite 202, Toronto, Ontario.

32:02 Any such communication given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

ARTICLE 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 Plan

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

Safety Shoe or Boot Allowance (applicable to both Regular Part-time and Casual Employees)

33:09 The Employer agrees to provide a safety shoe or boot allowance, the details of which are set out in Schedule IX.

ARTICLE 34: WAGES

34:01 The Employer agrees to pay the Schedule of Wage rates attached hereto as Schedule I.

ARTICLE 35: DURATION AND MODIFICATION OF AGREEMENT

35:01 This agreement shall be binding and continue in effect until June 30, 2004, 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.

35:02 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 November 20, 2002.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Vice-President, Human Resources

Secretary of Governing Council

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261 BY:

President

National Representative

SCHEDULE I: WAGE RATES – JUNE 23, 2002

Regular Part-Time -- Classification	<u>Job Code</u>	<u>Pay Scale Group</u>	<u>Start</u>	<u>12 Months</u>
Service Worker	181	01U	\$13.10	\$14.55
Cook	472	02U	13.28	14.75
Cafeteria Worker	133		13.49	14.99
Laboratory Animal Technician	254	04U	13.88	14.86
Building Patrol	136	05U	13.55	15.06
Maintenance Technician	490	06U	14.81	16.46

Casual -- Classification	<u>Job Code</u>	<u>Pay Scale Group</u>	<u>Start</u>	<u>12 Months</u>
Hospitality Worker (Tips)	238	01U – 2965	\$7.27	\$8.44
Hospitality Worker (Non-Tips)	437	02U – 2976	8.97	12.37
Banquet Captain (Tips)	83	03U	11.13	12.37
Parking Lot Attendant	236	03U – 2963	11.13	12.37
Building Patrol/Walksafer	242	03U – 2970	11.13	12.37
Service Worker	233	03U – 2958	11.13	12.37
Athletics Service Attendant	243	04U – 2971	11.44	12.64
Stores Assistant	103	04U – 2973	11.44	12.64
Residence Maintenance Technician	104	05U – 2975	12.27	13.64
Cook	466	06U – 2501	12.33	13.61
Laboratory Animal Technician	237	06U – 2964	12.33	13.61
Sous Chef	456	07U	14.22	15.80

	<u>Personnel Subarea</u>	<u>Pay Scale Type</u>
Regular-Part-Time		
U of T	1000	13
External	7450	76
Casual		
U of T	5300	31
External	7600	79

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 – JULY 6, 2003

Regular Part-Time -- Classification	<u>Job Code</u>	<u>Pay Scale Group</u>	<u>Start</u>	<u>12 Months</u>
Service Worker	181	01U	\$13.49	\$14.99
Cook	472	02U	13.68	15.19
Cafeteria Worker	133	03U	13.90	15.44
Laboratory Animal Technician	254	04U	13.78	15.31
Building Patrol	136	05U	13.96	15.51
Maintenance Technician	490	06U	15.26	16.95

Casual -- Classification	<u>Job Code</u>	<u>Pay Scale Group</u>	<u>Start</u>	<u>12 Months</u>
Hospitality Worker (Tips)	238	01U – 2965	\$7.49	\$8.69
Hospitality Worker (Non-Tips)	437	02U – 2976	9.24	12.74
Banquet Captain (Tips)	83	03U	11.47	12.74
Parking Lot Attendant	236	03U – 2963	11.47	12.74
Building Patrol/Walksafer	242	03U – 2970	11.47	12.74
Service Worker	233	03U – 2958	11.47	12.74
Athletics Service Attendant	243	04U – 2971	11.79	13.02
Stores Assistant	103	04U – 2973	11.79	13.02
Residence Maintenance Technician	104	05U – 2975	12.64	14.05
Cook	466	06U – 2501	12.70	14.01
Laboratory Animal Technician	237	06U – 2964	12.70	14.01
Sous Chef	456	07U	14.65	16.27

	<u>Personnel Subarea</u>	<u>Pay Scale Type</u>
Regular-Part-Time		
U of T	1000	13
External	7450	76
Casual		
U of T	5300	31
External	7600	79

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 II: PENSION PLAN -- REGULAR PART-TIME EMPLOYEES

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 the Employer's contribution shall be pro-rated to the percentage of a 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 twenty-five (25) percent or more of a full-time appointment shall be eligible to be enrolled in the said plan. The Employer's contribution shall be pro-rated 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 eighty (80) percent 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 twenty-five (25) percent or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage of a full-time appointment.

SCHEDULE V: EXTENDED HEALTH CARE PLAN -- REGULAR PART-TIME EMPLOYEES

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 a full-time appointment.

SCHEDULE VI: SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN -- REGULAR PART-TIME EMPLOYEES

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 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 twenty-five (25) percent or more of a full-time appointment, the Employer's contribution shall be pro-rated to the percentage 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 one hundred and fifty (150) dollars every two (2) years per family member with no deductible; increased to one hundred and seventy-five (175) dollars effective July 1, 2003.
- coverage includes contact lenses and prescription sunglasses;
- the University subsidy will be fifty (50) percent of the cost of the premium;

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 a full-time appointment.

SCHEDULE IX: SAFETY SHOE OR BOOT ALLOWANCE -- REGULAR PART-TIME AND CASUAL EMPLOYEES

Where the Employer requires safety shoes or boots to be worn as a condition of employment, the Employer will pay to the employee a safety shoe or boot allowance of one hundred (100) dollars; effective July 1, 2003, the safety shoe or boot allowance is one hundred and twenty-five (125) dollars. To be eligible to receive the safety shoe or boot allowance, an employee must have served a minimum of one term in the employing department. The employing department will then pay the employee the safety shoe or boot allowance at the beginning of the second term of employment with the same employing department. Safety shoes or boots must be Canadian Standards Association approved and be in serviceable condition as determined by the employee's supervisor.

CHANGE IN BENEFIT PLANS/CARRIER -- REGULAR PART-TIME AND CASUAL EMPLOYEES

The Union agrees that the University can change the benefit plans and/or carriers for the benefits in Schedule "III to VIII" on prior notice to and discussion with the Union and provided the level of benefits coverage is not diminished.

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

Early Retirement Window

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

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

0.5 percent of Highest Average Earnings up to average CPP maximum salary

Times

Pensionable service

Reduced by

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

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

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

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

LETTER OF INTENT: FEE WAIVER FOR DEPENDENTS -- REGULAR PART-TIME EMPLOYEES

November 20, 2002

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

Dear Ms. McCarthy,

The University agrees that dependents of employees in the bargaining unit shall be entitled to the benefits of the 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, Human Resources

FEE WAIVER ACADEMIC TUITION FOR STAFF DEPENDENTS

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 programs. 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 programs 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

This benefit is available to:

Regular Part-Time Employees who hold an appointment of twenty-five (25) percent or more of a full-time appointment. The benefit will be pro-rated in accordance with the part-time appointment.

Students: 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 the 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 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
- Woodsworth College Diplomas
- Transitional Year Programme
- Pre-University Programme

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

Procedures

Staff members should obtain two copies of the form "Application for Waiver of Academic Tuition for Dependents of Staff" from their Department or Division Head or their decentralized Human Resources Department.

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

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

Administration of this Policy

Questions and requests for the interpretation of this policy should be referred to the employee's decentralized Human Resources Department.

LETTER OF INTENT: GRIEVANCE MEDIATION

November 20, 2002

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

Dear Ms. McCarthy,

The parties are committed to the early settlement of grievances and as such mutually agree that the process of grievance mediation is a valuable tool in arriving at mutually agreeable grievance settlements. In this regard the parties agree that by mutual agreement on a case-by-case basis, grievances may be referred to private grievance mediation prior to the grievance being heard by a sole arbitrator or a board of arbitration as set out in this collective agreement. In such circumstances the parties shall by mutual agreement select the grievance mediation company and they shall jointly and equally bear the fees and expenses of the mediator.

Yours truly,

Brian Marshall
Director, Human Resources

LETTER OF INTENT: SEXUAL HARASSMENT OFFICER -- ST. GEORGE CAMPUS

November 20, 2002

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

Dear Ms. McCarthy,

The Parties are committed to resolving sexual harassment issues as early as possible. Therefore the Union shall have the right to appoint or select, on a trial basis, a Sexual Harassment Officer from the bargaining unit membership who has completed the probationary period and who shall attempt to resolve workplace sexual harassment issues on the St. George campus in accordance with Articles 4:02 to 4:05 for both the full-time and part-time Union locals.

The Union acknowledges that the Sexual Harassment Officer has duties to perform on behalf of the Employer and shall not absent herself/himself from such duties unreasonably in order to attend to sexual harassment issues. The Sexual Harassment Officer shall be required to request leave from their supervisor before leaving their place of work and report back to the supervisor on returning to work. The Employer's obligation with respect to paid release time shall extend only to the time the Sexual Harassment Officer is dealing with a complaint.

Yours truly,

Brian Marshall
Director, Human Resources

LETTER OF INTENT: GRATUITIES -- FOOD AND BEVERAGE SERVICE STAFF

November 20, 2002

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

Dear Ms. McCarthy,

During our recent negotiations, the University of Toronto agreed that the current gratuity system for food and beverage staff will be continued for the life of the Collective Agreement.

Yours truly,

Brian Marshall
Director, Human Resources

LETTER OF INTENT: SICK LEAVE

November 20, 2002

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

Dear Ms. McCarthy,

During the life of the collective agreement the parties agree to meet and explore constructive ways and means to improving employee attendance. The forum for these discussions shall be the Union/Management Committee.

Yours truly,

Brian Marshall
Director, Human Resources

LETTER OF INTENT: EDUCATIONAL ASSISTANCE – REGULAR PART-TIME EMPLOYEES

November 7, 2002

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

Dear Ms. McCarthy,

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

Yours truly,

Brian Marshall
Director, Human Resources

INTRODUCTION

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

TERMS OF REFERENCE

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

ELIGIBILITY

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

PROVISIONS

1. One hundred (100) Percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking:

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

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

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

2. Fifty (50) Percent Tuition Reimbursed

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

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

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