



UNIVERSITY OF  
**TORONTO**

# COLLECTIVE AGREEMENT

-BETWEEN-

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3261  
(CASUAL)



Term of Agreement: July 1, 2017 to June 30, 2020

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**COLLECTIVE AGREEMENT ENTERED INTO** at the City of Toronto, in the Province of Ontario, as of September 21, 2017.

- between -

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

- and -

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

## **ARTICLE 1: GENERAL PURPOSE**

1:01 The general purpose of this Agreement is:

- (a) to secure the benefits of collective bargaining, a method of settling any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement; and
- (b) to set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the University and 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, employed on a casual basis 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: 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.

3:03 In addition to the terms and conditions set out in this Collective Agreement, the terms and conditions of employment for bargaining unit employees will be subject to and in accordance with the relevant provisions of the *Employment Standards Act of Ontario*.

### **ARTICLE 4: NO DISCRIMINATION**

4:01

- (a) The University and the Union agree to uphold the *Human Rights Code* and will not under any circumstances permit employment practices and procedures in contravention of it.
- (b) The University and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities and people who because of race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada.

4:02 The Employer and the Union shall not discriminate against an employee because of membership or activity in the Union, or the exercise of the employee's lawful rights, or with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, gender identity, gender expression, marital status, family status, religion, nationality, ancestry or place of origin, ethnic origin, political affiliation or belief, record of offences unless the employee's record of offences is a reasonable and *bona fide* qualification because of the nature of employment, sexual orientation, sexual minority, place of residence, physical handicap or disability, providing that such handicap or disability does not clearly prevent the carrying out of the required duties. Employees covered by this Agreement who feel that they have suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

## **Workplace Harassment**

4:03 The University will provide an environment where employees are not subjected to workplace harassment. Employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the *Occupational Health and Safety Act* and the University's Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct, and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. For clarity, the current *Occupational Health and Safety Act* defines "workplace harassment" as: "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome". For clarity, workplace harassment may occur while on University of Toronto premises and in work-related activities or social events occurring off-campus. For clarity, workplace harassment that occurs through electronic means is covered by this Article. The University will notify the Union when any substantive changes are made to the University's Civility Guidelines and at the request of the Union will meet to discuss such changes.

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after 45 days have elapsed from the date the written complaint was brought to the attention of the University, identifying the conduct alleged to constitute workplace harassment, the University has not provided the employee with a response to the complaint. Such grievance will be filed at Step 3 of the grievance procedure. If not resolved at Step 3, the parties may agree to mediation or facilitation before an agreed upon mediator or facilitator before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

During any internal steps taken to resolve the situation, employees shall have the right to be accompanied by a Union Representative.

## **Sexual Violence and Sexual Harassment**

4:04 Sexual harassment shall be considered discrimination under Article 4:02 of this Agreement.

4:05 The University will provide an environment where employees are not subjected to sexual violence and sexual harassment. Employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in

the Ontario Human Rights Code, the *Occupational Health and Safety Act* and the University's Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

For clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual violence" as meaning: "any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes Sexual Assault, Sexual Harassment, stalking, indecent exposure, voyeurism, and sexual exploitation."

For clarity, the current *Ontario Human Rights Code* provides that "[e]very person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee." For further clarity, the current *Ontario Human Rights Code* defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". For further clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual harassment" as including: "any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."

- 4:06 Employees making a report under the University's Policy on Sexual Violence and Sexual Harassment shall have the right to be accompanied by a Union Representative at any stage of the process.
- 4:07 The time limit for making a report under the University's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual harassment under this Collective Agreement shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the report/grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee's control prevented the employee from grieving within the time limit.

A grievance alleging sexual violence or sexual harassment shall be filed at Step 3. The Executive Director, Labour Relations (or designate) will give a written decision to the Union within sixty (60) working days of receipt of the written

grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 14 of this Collective Agreement.

- 4:08 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 4:09 An employee who makes a report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
- 4:10 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.
- 4:11 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are employees covered by a Collective Agreement between the Governing Council of the University of Toronto and CUPE 3261 (whether Full-Time & Part-Time or Casual), both the Complainant and the Respondent shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

### **No Reprisal**

- 4:12 The University and the Union agree that every employee has a right to a workplace free of harassment, discrimination, reprisal or retaliation.

Accordingly, every employee may bring forward, provide information regarding, assist, or otherwise be involved in the resolution of a complaint without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge, whether that complaint is brought forward through a grievance under the Collective Agreement or a complaint in accordance with another University Policy or Guideline, provided that the employee is not acting in bad faith or in a manner that is vexatious or otherwise clearly improper.

For clarity, there will be no reprisals against any employee who brings forward a complaint of harassment and/or discrimination within the meaning of Article 4 of this Collective Agreement provided that they are not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. Both Respondents and Complainants shall be made aware of this Article.

Any allegation(s) of reprisal or retaliation may be the subject of a grievance commencing at Step Two of the Grievance Procedure.

### **Racial Discrimination**

4:13 An employee who files a grievance under the Collective Agreement alleging that they have been discriminated against because of race contrary to Article 4:02 may, if they choose, meet with the University's Anti-Racism & Cultural Diversity Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union Representative if they so choose. Thereafter an employee may resume the grievance process.

### **General Harassment**

4:14 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

## **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 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 sixty (60) 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.

5:03 a) The Employer shall include in its written employment offers the following statement: "A statement about the Union prepared by the Union, along with other information about the Union can be found on the Union's website ([WEB ADDRESS]). All of this information is that of the Union, represents the views of the Union and has not been approved or endorsed by the University. You may contact your Union in person at 703 Spadina Avenue, 2<sup>nd</sup> Floor, by telephone at the Union office at (416) 946-7620, by cellphone at (416) 738-4491 or by fax at

(416) 946-7621. You may also contact your Union by email at [service.workers@utoronto.ca](mailto:service.workers@utoronto.ca).”

b) It shall be the responsibility of the Union to ensure that the Employer is provided with the web address for the CUPE Local 3261 home page for the placeholder “[WEB ADDRESS]” referred to in paragraph (a) above. For clarity, in the event the Union changes the web address for the CUPE Local 3261 home page, the Union will notify the Employer of the new web address for the CUPE 3261 home page for the placeholder “[WEB ADDRESS]” referred to in paragraph (a) above without undue delay.

Further, it shall be the responsibility of the Union to notify the Employer of any change to the Union’s contact information as referred to in paragraph (a) above without undue delay.

## **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 10<sup>th</sup> 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.

6:05 It is agreed that the Employer will provide the Secretary-Treasurer of the Union, Local 3261 on a monthly basis (with a compatible electronic copy) the following information: employee name, personnel number (where available), date of hire, home address, home telephone number, work email address (where available), employment status (casual), newly hired employees (i.e. casuals newly entering the bargaining unit), terminated employees (i.e. casuals no longer part of the

bargaining unit), WSIB leaves of absence (casuals), the department, the classification and the campus location of the aforementioned employees.

On a quarterly basis the Employer will also provide a list of employees' student status (where applicable).

The Employer will provide Casual employees with a University of Toronto email address as available, and will advise them of their personnel number.

6:06 The University agrees to record total Union dues deductions paid by each employee on their T4 slip.

## **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 any of the bargaining units represented by Local 3261.

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

### **Union Representative**

8:02

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

Department	Union Steward
University College	1
Faculty of Kinesiology and Physical Education	1
University of Toronto Mississauga	
Athletics and Recreation	1
Facilities Management and Planning	1
University of Toronto Scarborough	
Parking/ Facilities Management/ Campus Safety & Security	1
Athletics and Recreation	1
Robarts Library - Building Patrol	1
Division of Comparative Medicine	1
University Operations, St. George	

Caretaking	1
Campus Moving /Grounds	1
Hart House	1
WalkSmart/Walksafer/Building Patrol - St. George	1
Food & Beverage Services (all)	1

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

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.

- (b) Casual Stewards shall be limited to representing employees in this bargaining unit.
- (c) Stewards under the Full-time and Part-time Collective Agreement may act as Stewards under this Collective Agreement provided that no qualified casual employee is also acting as a Steward in the aforementioned department and/or campus location.
- (d) Stewards will be required to request leave from their supervisors before leaving their place of work and to report back to the supervisor on returning to work.

### **Negotiating Committee**

8:03 For the purpose of negotiating a Collective Agreement pursuant to Article 32 the Employer will recognize the Local Union President pursuant to Local 3261's by-laws and up to four (4) 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. In the event that negotiation meetings occur when Bargaining Committee members are not scheduled to work, then the Employer agrees to pay up to four (4) employees who are members of the Bargaining Committee up to eight (8) hours' pay at their regular wage rate for attending meetings to negotiate amendments to the Collective Agreement.

Further, up to four (4) members of the Bargaining Committee shall each be granted as preparation time one-half (1/2) day off with pay at four (4) hours' pay

for each year of the term of the Collective Agreement to be renewed. All of this preparation time off work shall be scheduled at a mutually agreeable time.

- 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.

### **Arbitration and Mediation Leave**

- 8:05 The Employer agrees that the Chief Steward and the grievor involved in the processing of the grievance shall not suffer any loss of regular wages during their attendance at arbitration or mediation hearings. It is understood no payments for time lost shall be made for attendance at such hearings to Union witnesses.

### **Health and Safety**

- 8:06 The University is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe conditions on its premises. The University endeavours to provide a hazard free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programmes and procedures.

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

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

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

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

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

The University agrees that prior to the implementation of any changes to the Health and Safety Committee terms of reference, the University shall meet with the Union to discuss such changes.

The University is responsible for notifying the appropriate authorities in accordance with the appropriate federal, provincial and municipal environment legislation if there is a release of a hazardous substance to the air, earth or water system.

Employees first have a duty to report such releases to the immediate supervisor or designate in accordance with the *Occupational Health and Safety Act*. In response, the supervisor has a responsibility to ensure the appropriate investigation; reporting and remedial actions are taken without delay, in conjunction with the Joint Health and Safety Committee.

No employee shall be discharged, penalized or disciplined in the event of good faith reporting to the appropriate regulatory authority of a release of a hazardous substance.

All provisions within the *Occupational Health and Safety Act* must first be exhausted.

### **Payment for Injured Employees**

8:07 In the event an employee is injured in the performance of their duties such that the employee is required to stop work and receive medical treatment, the employee will receive their regular pay for that work day. If the injury is such that transportation immediately following the injury is required, the University will provide, or arrange for, suitable transportation to a hospital, the employee's home or other appropriate location.

- 8:08 One worker member appointed or elected by the Union to the St. George CUPE Local 3261, the UTM and UTSC Joint Health and Safety Committees may become a certified worker representative on the Committee if requested by the Union. These Committees are the same Committees as for the Full-Time and Part-Time bargaining unit, and may include casual employees and shall give due consideration to the issues of the Casual bargaining unit.
- 8:09 The Central Committee and the Local President shall receive copies of all committee reports and investigations reports from all the committees. The University shall endeavour to ensure that these materials are provided in a timely fashion.
- 8:10 Bargaining unit employees on both the Health and Safety Committees and Central Committee will suffer no loss of regular straight time pay for time required to carry out their responsibilities. Bargaining unit employees on the Health and Safety Committees and Central Committee shall provide as much notice as possible to their supervisors in the event their responsibilities will require them to be away from their regular work.

### **Pregnancy**

- 8:11 In assessing the health and safety of work, the Employer shall consider the special risks that may apply during pregnancy. Pregnant employees may request a workplace assessment by the Office of Environmental Health and Safety. Where risks or hazards are identified by EH&S through such an assessment the University will arrange reasonable accommodation where appropriate.

### **ARTICLE 9: DISCIPLINE**

The University and the Union recognize that coaching letters are a non-disciplinary method of addressing concerns with an employee. For clarity, coaching letters shall not form a step in the progressive discipline process and shall not be relied upon to increase the severity of discipline imposed.

Coaching letters shall be removed from the employee's file when twelve (12) months of active employment (i.e., days actually at work at the University) have elapsed since the date of issue. For clarity, a new coaching letter may be issued at any time.

All coaching letters shall be clearly identified as such in the subject line of the letter.

## **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 or manager's office for an interview concerning discipline, or a meeting conducted as part of an investigation that is likely to lead to the employee's suspension or discharge, prior to discussing the matter with the employee, the supervisor will inform the employee of their right to have their Union Steward present. The employee may, if they so desire, request the presence of their Union Steward to represent the employee during the interview. If the employee requests representation by their 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 or via electronic mail within two (2) working days (48 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 or Part-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. The Union will make available a representative within thirty six (36) hours to attend such a meeting before discipline is imposed.

## **Record of Disciplinary Action**

9:03 Any record of disciplinary action taken by the Employer will not remain on an employee's record beyond twenty-four (24) months from the date of such disciplinary action being taken provided there has been no recurrence of a similar infraction.

## **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 Office will be advised in writing or via electronic mail within two (2) working days (48 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 twenty (20) working days after the occurrence of the matter which is the subject of the grievance with the supervisor, who will attempt to adjust it. In the event the supervisor is not able to adjust the grievance, the supervisor 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 or Part-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 Union and signed by both the Union Representative and the employee involved. The supervisor shall give the answer in writing to the Union Representative without undue delay, but not more than ten (10) 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 ten (10) working days after receiving the answer in writing. A meeting shall be arranged by the Designated Authority within ten (10) 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 the answer in writing to the Local Union President without undue delay but not later than ten (10) 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 Executive Director, Labour Relations or designate by the Local Union President within ten (10) 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 Executive Director, Labour Relations or designate with the Local Union President within ten (10) working days of receipt of the grievance in order to resolve the dispute. The Executive Director, Labour Relations or designate shall give the reply in writing within ten (10) 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 to the Executive Director, Labour Relations 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 ten (10) 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 An employee who has been discharged, may submit a grievance in writing on a form supplied by the Union signed by both the Union Representative and the employee involved, to the Executive Director, Labour Relations or designate, within ten (10) working days after the discharge. The Executive Director, Labour Relations or designate shall meet with the Local Union President and the grievor within ten (10) working days of receipt of the grievance. Either party may request the presence of the grievor, Union Representative, 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 ten (10) 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.

### **Grievance Mediation**

11:12 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.

## **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, the parties may by mutual agreement agree that the grievance be referred 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.
- 12:07 Policy or group grievances as set out in Articles 11:08 and 11:09 which are referred to arbitration shall in all cases be referred to a Board of Arbitration the procedure for which is set out in Article 12:04. Alternatively, the parties may by mutual agreement agree that the grievance be referred to a single arbitrator, the procedure for which is set out in Articles 12:01 and 12:03 inclusive.
- 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.
- 12:09 An arbitrator shall have the right to extend the time limits in accordance with Section 48 (16) of the *Ontario Labour Relations Act*.

### **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.

#### **ARTICLE 14: CLASSIFICATIONS**

14:01 In the event of the Employer establishing any new classifications within the bargaining unit, the Employer will discuss the terms of the new classification with the Union prior to the establishment of the aforementioned classification. Nothing in this Article shall be interpreted to prevent the Employer from establishing any new job classification and staffing same in accordance with the terms of this Agreement. If the Employer and the Union are unable to agree upon the classification of the job, the matter may be referred to the Grievance and Arbitration Procedure of this Agreement.

14:02 The Employer agrees that where changes to job duties are required, which will change the classification of the position, the University will review the changes with the Union as outlined in Article 14:01.

14:03 Casual employees shall not regularly work more than twenty-four (24) hours per week and are normally hired to work irregularly at infrequent intervals. A casual employee may work more than twenty-four (24) hours per week where the alternative the Employer is considering is a non-bargaining unit member. Between May 1 and August 31, casual employees who are post-secondary students may work up to full-time hours.

#### **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 their 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 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

16:03 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 and Lunch

16:04

- (a) An employee is entitled to a paid fifteen (15) minute rest period for every three hours scheduled. Such rest period shall be taken during the three (3) hour period.
- (b) An employee who works a full day is entitled to an eating period of at least thirty (30) minutes without pay at intervals that will result in the employee working no more than five (5) consecutive hours without an eating period.

## ARTICLE 17: PAID HOLIDAYS

17:01 All employees covered by this Agreement shall be granted the following holidays:

New Year's Day	Labour Day
Family 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

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

All employees required to work on any of the above 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 rate, in addition to the paid holiday pay in accordance with Article 17:04.

In the case of statutory holidays only, i.e. holidays in accordance with the *Employment Standards Act, 2000*, all employees required to work on either the statutory holiday or an alternate day of observance designated by the Employer in accordance with Article 17:03, will receive pay for time worked on either the statutory holiday or the alternate day of observance designated by the Employer at one and one-half (1½) times their regular rate in addition to the paid statutory holiday pay in accordance with Article 17:04. For clarity, no employee shall

receive pay for time worked on both the statutory holiday and the alternate day of observance at one and one-half (1½) times their regular rate.

Those employees who do not qualify for holiday pay and are required to work on any of the above holidays will receive pay for time worked on such holiday at one and one-half (1½) times their regular rate.

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

(a) the employee does not work their scheduled day of work preceding or following the holiday; or

(b) the employee having agreed to work on the holiday does not report for and perform the work without reasonable cause.

17:03 The Employer shall designate the day of observance of 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 holiday or holidays.

17:04 Calculation of holiday pay will be done in accordance with the applicable provisions of the *Employment Standards Act*.

#### **ARTICLE 18: VACATION PAY**

18:01 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 A casual employee shall not acquire seniority during the term of casual employment, but should the employee be subsequently hired as a regular Full-Time or 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 2080 hours worked. It shall be the responsibility of the employee to adduce evidence of the number of hours worked.

#### **ARTICLE 20: WORK DONE BY SUPERVISORS**

20:01 Supervisors will not regularly perform the duties normally carried out by those employees who are covered by this Agreement, except for the purpose of instructions, experimenting, investigation, or in emergencies when regular employees are not available.

## **ARTICLE 21: JOB POSTING**

### **Preferred Hiring**

21:01 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 minimum period of eight (8) calendar days, except in emergency situations or by mutual agreement of the parties.

21:02 When a position has been filled the Union will be advised of the disposition of the job posting.

## **ARTICLE 22: BEREAVEMENT LEAVE**

22:01 If a person described below as "immediate family" (or a person whose relationship is not defined below, the impact of which is comparable to that of the immediate family,) in relation to a casual employee dies when the casual employee is at work, then the employee shall be granted bereavement leave with pay for the remainder of the scheduled shift.

"Immediate family" shall mean: spouse through marriage, common-law spouse, same-sex partner, parent, child (including step-child), sibling (including step-brother, step-sister), parent-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, guardian or ward.

## **ARTICLE 23: LEAVES OF ABSENCE**

23:01 An employee is entitled to take up to ten (10) days unpaid personal emergency leave as described in the *Employment Standards Act*, as amended from time to time.

- 23:02 An employee may be granted pregnancy or parental leave without pay in accordance with the *Employment Standards Act*.
- 23:03 The University will grant compassionate care leave of up to a maximum of eight (8) weeks to employees who take a leave of absence under the Family Medical Leave provisions of the *Employment Standards Act*.
- 23:04 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 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.
- 23:05 If a child is born to a casual employee who is a non-birth parent while such casual employee is at work, then the employee shall be granted leave with pay for the remainder of the scheduled shift during which the birth occurred.

**ARTICLE 24: RELIEVING HIGHER CLASSIFICATIONS IN THE BARGAINING UNIT**

- 24:01 When an employee has been assigned to work in a job of a higher classification in the bargaining unit, the employee 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 25: MANAGEMENT AND UNION COMMITTEE**

- 25:01 The Employer and the Union agree that their senior representatives will meet on a quarterly basis to discuss matters of mutual interest, together with a secretary appointed by the Employer. The Chairperson of the Union/Management Committee shall be the Executive Director, Labour Relations or a member of staff as designated by the Executive Director, Labour Relations. This Committee is the same Committee as for the Full-Time and Part-Time bargaining unit, but may include Casual employees and shall give due consideration to the issues of the Casual bargaining unit.

**ARTICLE 26: BULLETIN BOARDS**

- 26:01 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 27: PERSONNEL FILES**

27:01 An employee shall have the right to examine and may request to make copies at no charge of 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 their desire to do so, and under the conditions which the employing Department deems appropriate to ensure security of the file.

The employee and the Union may inquire as to the presence of any document in their personnel file and request that said document be removed. If the University and the Union agree that the document is not relevant, the University shall confirm in writing that the document has been removed.

## **ARTICLE 28: PRINTING OF THE AGREEMENT**

28:01 The Collective Agreement will be posted on the University's Human Resources and Equity website and the link to said website will be provided to all employees in the bargaining unit. The Employer will also supply the Union with an electronic copy and one hundred (100) printed copies of the Agreement.

28:02 The parties agree to finalize the renewal Collective Agreement within six (6) months of the date of its ratification.

## **ARTICLE 29: CORRESPONDENCE**

29:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director, Labour Relations or designate, University of Toronto, 215 Huron Street, 8<sup>th</sup> Floor, Toronto, Ontario, M5S 1A2 and the Local Union President, Canadian Union of Public Employees and its Local 3261, 703 Spadina Ave., 2<sup>nd</sup> Floor, Toronto, Ontario, M5S 2J4.

29:02 Any such communication given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

## **ARTICLE 30: CLOTHES**

30:01 Where the Employer requires specific items of clothing to be worn as a condition of employment, the Employer will provide and replace the required clothing when determined necessary by the Employer. For greater specificity, a specific item of clothing shall mean a particular piece of clothing (e.g., a uniform, or a shirt with a University logo) and not just a particular type /style/color of clothing (e.g. a black t-shirt). This shall include outerwear where applicable.

Upon termination or layoff, employees are required to promptly return any clothing with University of Toronto identification.

### **Safety Shoe or Boot Allowance**

30:02 The Employer agrees to provide a safety shoe or boot allowance, the details of which are set out in Schedule II.

### **ARTICLE 31: WAGES**

31:01 The Employer agrees to pay the Schedule of Wage rates attached hereto as Schedule I.

### **Electronic Transfer of Wages**

31:02 All employees will receive their pay every two (2) weeks by electronic transfer of funds into their bank account, trust company account, or account with the Metro Credit Union. All new employees will be required to complete a Payroll Bank Deposit Authorization Card and provide a sample voided cheque on commencement of employment. In the event that the employee changes banks, trust companies, or the Metro Credit Union and/or bank accounts, trust company accounts or accounts with the Metro Credit Union, it is the employee's responsibility to notify the Employer by completing another Payroll Bank Deposit Authorization Card.

### **ARTICLE 32: ACCOMMODATION / RETURN TO WORK**

32:01 The University recognizes its duty to accommodate the disabilities of bargaining unit members under the Ontario Human Rights Code.

(a) The University agrees to recognize and, to the extent outlined in this article, to deal with representatives as determined under Article 21:16 of the CUPE 3261 Full-Time & Part-Time Collective Agreement to deal with accommodation issues involving Casual employees. These representatives may deal with accommodation issues involving those employed under this Collective Agreement.

(b) Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, one Union accommodation representative will represent the employee. The University may also request that the Union appoint a representative to participate in discussions regarding a particular case before a dispute arises. The University shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to representation.

- (c) With the written consent of the employee, the Union accommodation representative shall have access to any relevant medical information related to the accommodation and/or return to work of the employee.
- (d) The Union accommodation representative will suffer no loss of straight-time pay when meeting with the University on accommodation and/or return to work issues, or for time necessarily spent in the handling of grievances where the Union accommodation representative is acting in place of a Union Steward.

**ARTICLE 33: DURATION AND MODIFICATION OF AGREEMENT**

- 33:01 This Agreement shall be binding and continue in effect until June 30, 2020, 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.
- 33:02 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 September 15, 2017.

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:**

\_\_\_\_\_  
*Vice-President, Human Resources & Equity*

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

**AND:**

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

\_\_\_\_\_  
*President*

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

**SCHEDULE I: WAGE RATES - CASUAL****Wage rates for CUPE 3261 - Casual**

	<b>UofT</b>	<b>External</b>
Personnel Area:	<b>0002</b>	<b>0005</b>
Personnel Subarea:	<b>5300</b>	<b>7600</b>
Pay Scale Type:	<b>31</b>	<b>79</b>
Pay Scale Area:	<b>01</b>	<b>01</b>

Classification PS Level:	Job Code	Scale Group	July 1, 2016				October 1, 2017				January 1, 2018			
			Start	12 Mth	24 Mth	Start	12 Mth	24 Mth	Start	12 Mth	24 Mth			
			NS	S	N1	01	NS	S	N1	01	NS	S	N1	01
Hospitality Worker (Tips) - Casual	238	01U	**	**	-	10.27	**	**	-	10.27	**	**	-	12.20
Hospitality Worker (Non-Tips) - Casual	437	02U	11.35	-	12.83	15.06	15.00	-	-	15.33	15.00	-	-	15.33
Parking Lot Attendant - Casual Building Patrol - Casual Food Service Driver WalkSmart - Casual Service Worker Grounds - Casual Service Worker Caretaking - Casual Service Worker Campus Moving - Casual Service Worker Recycling - Casual Service Worker Trades Driver - Casual Maintenance Worker - Casual Banquet Captain (Tips) - Casual	236 242 1909 882 881 880 1729 1730 1731 894 83	03U	13.16	13.55	-	15.06	15.00	-	-	15.33	15.00	-	-	15.33
Athletic Service Attendant - Casual Stores Assistant - Casual	243 103	04U	13.52	13.93	-	15.40	15.00	-	-	15.68	15.00	-	-	15.68
Maintenance Technician-Casual	104	05U	14.51	14.95	-	16.61	15.00	15.22	-	16.91	15.00	15.22	-	16.91
Cook - Casual Laboratory Animal Technician - Casual	466 237	06U	14.57	15.01	-	16.56	15.00	15.28	-	16.86	15.00	15.28	-	16.86
Sous Chef - Casual	456	07U	16.82	17.32	-	19.24	17.12	17.63	-	19.59	17.43	17.63	-	19.59
Sr. Hospitality Worker (Non-Tips) - Casual	1891	08U	12.40	14.01	-	16.45	16.00	16.35	-	16.75	16.00	16.35	-	16.75
Cafeteria Worker - Casual	1896	09U	14.36	14.79	-	16.32	15.00	15.06	-	16.61	15.00	15.06	-	16.61

\*\* Hospitality Worker (Tips) - Casual - equivalent to Ontario 'Liquor Servers Minimum Wage' Rate

NS - New Start

S - Start

N1 - Start Rate only for Hospitality Worker (Non-Tips) Casual

01 - Level 01

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 move through the steps of the wage scale in accordance with their original date of hire.

**SCHEDULE II: SAFETY SHOE OR BOOT ALLOWANCE**

Where the Employer requires safety shoes or boots to be worn as a condition of employment, upon proof of original receipt the Employer will pay to the employee a safety shoe or boot allowance up to one hundred and seventy five (\$175.00) dollars annually. 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 or designate.

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**LETTER OF INTENT: GRATUITIES – FOOD AND BEVERAGE SERVICE STAFF**

September 21, 2017

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario  
L3T 0B2

Dear Ms. MacMillan,

During our recent negotiations, the University agreed to meet with the Union to discuss any changes to the current gratuity system for food and beverage staff during the term of this Collective Agreement. The intent of such changes would be to provide for a more equitable distribution method among members of the bargaining unit who contribute to the success of an event. The University will provide the Union with at least six (6) months advance notice of the implementation of any such changes. It is understood and agreed that the current gratuity system for food and beverage staff will be continued until such time as any changes are implemented.

The University further agrees to provide the Union President with a monthly accounting of the distribution of the gratuities among those members of the bargaining unit employed as food and beverage staff at Hart House.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: ACCOMMODATION**

September 21, 2017

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario  
L3T 0B2

Dear Ms. MacMillan,

The University agrees that, where there is a duty to accommodate under the *Human Rights Code* and where there is a dispute regarding such accommodation, one of the three (3) representatives as determined under Article 21:16 of the CUPE 3261 Full-Time and Part-Time Collective Agreement may deal with accommodation issues involving those employed under this Collective Agreement.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: DEPARTMENTAL DATA REGARDING EMPLOYMENT OF CASUAL EMPLOYEES**

September 21, 2017

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario  
L3T 0B2

Dear Ms. MacMillan,

The University agrees that current employment levels in casual positions may be reviewed at the Labour Management Committee. For clarification, the University further agrees to provide the Union with data regarding the number of casual staff by department, on request, to the extent that is available, to enable the Union to evaluate departmental usage of casual staffing arrangements.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: CPR AND FIRST AID TRAINING**

September 21, 2017

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario  
L3T 0B2

Dear Ms. MacMillan,

The University will provide courses required to maintain CPR and first aid certification for any casual part-time employee who works in a position that requires certification in first aid and /or CPR and whose certification lapses during the course of a term of employment.

Employees attending training provided by the University will be compensated for up to four (4) hours per year at their rate of pay for time actually spent attending all such training at the University.

Employees who do not attend the courses provided by the University will take the required courses at their own expense without compensation for attendance.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## **LETTER OF INTENT: WORKPLACE VIOLENCE**

September 21, 2017

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario  
L3T 0B2

Dear Ms. MacMillan,

The University has created the Policy with Respect to Workplace Violence. A copy of this Policy has been provided to the Union. The Policy can also be accessed on the University's Governing Council website.

The University has also developed a program to implement the Policy. The University of Toronto Workplace Violence Program implements the Policy with respect to Workplace Violence. A copy of the Workplace Violence Program has been provided to the Union. These documents can also be accessed through the University's Human Resources and Equity website.

The University will notify the Union when any substantive changes are made to the Workplace Violence Policy and/or Program and will meet to discuss such changes, if requested.

The University recognizes the right of the Union to file a grievance on behalf of an employee alleging a violation of the Policy if all internal steps have been exhausted and the employee is unsatisfied with the outcome. Such grievance will be filed at Step 3 of the grievance procedure. If not resolved at Step 3, the parties may agree to mediation or facilitation before an agreed upon mediator or facilitator before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

During any internal steps taken to resolve the situation, employees shall have the right to be accompanied by a Union Representative.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: UNIVERSITY OF TORONTO SERVER TRAINING PROGRAMME**

September 21, 2017

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario  
L3T 0B2

Dear Ms. MacMillan,

The University will provide and pay for attendance at courses required to maintain “University of Toronto Server Training Programme” certification for any employee who works in a position which requires this certification and whose certification lapses during the course of a term of employment.

Employees attending training provided by the University will be compensated for up to four (4) hours per year at their rate of pay for time actually spent attending all such training at the University.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## LETTER OF INTENT: CONVERSION TO REGULAR PART-TIME

September 21, 2017

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario  
L3T 0B2

Dear Ms. MacMillan,

During the recent collective bargaining negotiations, the Union expressed concern about situations where some bargaining unit employees have been classified as Casual whereas the regular, on-going nature of the work such employees are performing suggests they may be more appropriately classified as Regular Part-Time employees.

To address this concern, the University has undertaken a review of all Casual employees in the bargaining unit to determine which employees meet the following criteria for conversion from Casual to Regular Part-Time:

- Current active employment status;
- Has worked in the same job for the equivalent of at least forty percent (40%) of the number of hours that represents the normal full-time workload in their own Department and Classification per bi-weekly pay period (e.g. 32 hours per bi-weekly pay period where 80 hours represents the normal full-time workload, 30 hours per bi-weekly pay period where 75 hours represents the normal full-time workload, etc.) in at least twenty-three (23) bi-weekly pay periods per year during the past two (2) years.

Full-time students and/or all hours worked by full-time students are not eligible for conversion.

As a result of this review, the University agrees that the following list of Casual employees shall be given the option to be converted to Regular Part-Time status upon ratification of the renewal Collective Agreement and the University shall convert to Regular Part-Time status each such employee who elects to be so converted:

\*(see list)

Further, the University will undertake a review of all Casual employees in the bargaining unit on an annual basis on or about October 1<sup>st</sup>. The University shall

determine which, if any, Casual employees meet the criteria set out above and shall give those Casual employees who meet the criteria the option to be converted to Regular Part-Time status, and shall convert to Regular Part-Time status those employees who elect to be so converted.

For clarity, the University shall undertake the first such annual review on or about October 1, 2014 and shall determine which, if any, Casual employees meet the criteria set out above during the two (2) year period commencing from the first full bi-weekly pay period in October, 2012 to the last full bi-weekly pay period in September, 2014 inclusive. The University shall give those Casual employees who meet the criteria the option to be converted to Regular Part-Time status, and shall convert to Regular Part-Time status those employees who elect to be so converted.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: VACANCIES**

September 21, 2017

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario  
L3T 0B2

Dear Ms. MacMillan,

The University agrees to give due consideration to applications for employment from members of this bargaining unit for vacancies in the CUPE Local 3261 Full-Time and Part-Time bargaining unit.

Yours Truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: FLAG PROTOCOL & INTERNATIONAL DAY OF MOURNING**

September 21, 2017

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario  
L3T 0B2

Dear Ms. MacMillan,

The University will continue its practice of allowing the lowering of all flags flown at the workplace to half-mast in honour and in recognition of the Day of Mourning. The University will continue to issue communication to the University of Toronto community acknowledging the International Day of Mourning, April 28 for workers killed or injured on the job.

Yours Truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: PREFERRED HIRING – CAMPUS MOVING**

September 21, 2017

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario  
L3T 0B2

Dear Ms. MacMillan,

During our recent negotiations, the parties agreed that during the term of this Collective Agreement the following conditions will apply to casual employees in Campus Moving:

- an employee must state their availability for shifts at the time of hire (i.e. at the start of each term of employment);
- the University will provide at least sixteen (16) hours advance notice to an employee of a shift assignment within their stated availability;
- an employee who declines a shift assignment more than once per month on average during a given term of employment shall not be considered to have "successfully completed" the term of employment and shall not have preference in hiring in accordance with 'Article 21:01 - Preferred Hiring'. It is understood and agreed that an employee on an approved leave of absence shall not be considered to have declined shift assignment(s) during such leave.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: 'SESSIONAL' CASUAL EMPLOYEES**

September 21, 2017

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario  
L3T 0B2

Dear Ms. MacMillan,

During the recent collective bargaining negotiations, the parties agreed that at the first Union/Management Committee meeting following ratification of the renewal Collective Agreement, the University will provide the Union with data which indicates how many bargaining unit members hold "sessional appointments" (i.e. minimum of eight (8) consecutive months corresponding to the academic session) during which they have worked in the same job for the equivalent of at least forty percent (40%) of the number of hours that represents the normal full-time workload in their own Department and Classification per bi-weekly pay period (e.g. 32 hours per bi-weekly pay period where 80 hours represents the normal full-time workload, 30 hours per bi-weekly pay period where 75 hours represents the normal full-time workload, etc.) in at least 15 of the 16 bi-weekly pay periods comprising the "sessional appointment" per year during the past two (2) years.

The University will consider requests from the Union to convert such employees to regular part-time status as a sessional employee.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: LEGISLATIVE CHANGES**

September 21, 2017

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario  
L3T 0B2

Dear Ms. MacMillan,

In the event that any legislation is passed that legally requires any adjustments(s) to any of the wage rates in ‘Schedule I: Wage Rates – Casual’ in order to bring the University in compliance with said legislation, then such adjustments(s) will be implemented and will become effective on May 1, 2019, notwithstanding the provisions of this Collective Agreement or any legislation which may permit a later effective date.

For clarity, the ‘Hospitality Worker (Tips) – Casual’ classification shall continue to be equivalent to the Ontario “Liquor Servers Minimum Wage” rate in accordance with existing applicable legislation.”

Yours truly,

Alex Brat  
Executive Director, Labour Relations

## **LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE**

September 21, 2017

Ms. Leanne MacMillan  
National Representative  
Canadian Union of Public Employees, Local 3261  
80 Commerce Valley Court  
Markham, Ontario  
L3T 0B2

Dear Ms. MacMillan,

The University and the Union agree that all employees have the right to be free from domestic violence. The University recognizes the importance of providing timely and flexible assistance and support to employees experiencing domestic violence. Such assistance and support must be specific to individual needs. Accommodation and support that may be considered include but are not limited to access to campus and community support, including Human Resources, Health & Well-Being Programs & Services, the Community Safety Office, and the Sexual Violence Prevention and Support Centre.

Yours truly,

Alex Brat  
Executive Director, Labour Relations

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