



UNIVERSITY OF
TORONTO

COLLECTIVE AGREEMENT

- BETWEEN -

The Governing Council of the University of Toronto

- AND -

The Canadian Union of Public Employees, Local 1230
(Student Casual)



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

Accessible formats of this Collective Agreement are available upon request.
Please contact us at labour.relations@utoronto.ca.

COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of December 07, 2017.

- between -

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

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1230 (Student Casual)
(hereinafter called "the Union")

ARTICLE 1: RECOGNITION AND COVERAGE

1:01 The Employer recognizes the Canadian Union of Public Employees and its Local 1230 as the sole and exclusive collective bargaining agent for:

University of Toronto Library: All University of Toronto Students hired on casual basis at the University of Toronto Libraries at the St. George Campus working under the control and direction of the Chief Librarian of the University of Toronto, save and except Supervisors and persons above rank of Supervisor, Bibliographers (selector), Bibliographic Associates II, Archivists, and persons covered by the subsisting Collective Agreement.

ARTICLE 2: GENERAL PURPOSE

2:01 The purpose of this Collective Agreement is to establish an orderly collective bargaining relationship between the Employer and employees represented by the Union.

ARTICLE 3: RESERVATION OF MANAGEMENT RIGHTS

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

- a) maintain order and efficiency;
- b) hire, classify, transfer, promote, demote, lay off, discipline, suspend, or discharge employees;
- c) establish and enforce policies of general application, rules and regulations not inconsistent with the provisions of the Agreement governing the conduct of the employees and generally to manage and operate the University of Toronto.

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

ARTICLE 4: NO STRIKES NO LOCKOUTS

4:01 The Employer undertakes that there will not be a lockout as defined in the *Ontario Labour Relations Act* during the term of this Agreement. The Union undertakes that there will be no strike as defined in the *Ontario Labour Relations Act* during the term of this Agreement.

ARTICLE 5: NO DISCRIMINATION

- 5:01 The University and the Union agree to uphold the *Ontario Human Rights Code* and will not under any circumstances permit employment practices and procedures in contravention of it.
- 5:02 The University and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, gender orientation, gender identity, gender expression, religious belief, colour, ethnic origin, mother tongue, marital status, family status, political affiliation or belief, citizenship, sexual orientation, disability, age, or record of offences, as those terms are defined in the *Ontario Human Rights Code* (if applicable), subject to the *Ontario Human Rights Code* provisions related to *bona fide* occupational qualification.
- 5:03 The University and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities, and people who because of their race, colour, sexual orientation or gender orientation have been traditionally disadvantaged in Canada. The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University.

Workplace Harassment

- 5:04 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 Guidelines 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. The University will notify the Union when any substantive changes are made to the *Human Resources Guideline on Civil Conduct* and at the request of the Union will meet to discuss such changes. 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.

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

- 5:05 Sexual harassment shall be considered discrimination under Article 5:02 of this Collective Agreement.

5:06 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."

5:07 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.

5:08 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.

5:09 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

5:10 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.

- 5:11 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.
- 5:12 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 CUPE 1230 members, 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.

Racial Discrimination

- 5:13 An employee who files a grievance under the Collective Agreement alleging that the employee has been discriminated against because of race contrary to Article 5:02 may, if the employee chooses, meet with the University's Anti-Racism and Cultural Diversity Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union Representative if the employee so chooses. Thereafter an employee may resume the grievance process.

General Harassment

- 5:14 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

No Reprisal

- 5.15 The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

Further, 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 5 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 (2) of the Grievance Procedure.

ARTICLE 6: NEGOTIATING COMMITTEE

General

6:01 For the purpose of negotiations between the Parties and as provided in and pursuant to Articles 6:02, 37:02 and 37:03, the Employer shall recognize a Negotiating Committee of the Union composed of not more than three (3) Bargaining Unit employees and the President of the Local, who have completed their probationary period.

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

National Representative

6:02 The Negotiating Committee shall be entitled to have present and be represented by a representative of the Canadian Union of Public Employees at all negotiation meetings between the Union and the Employer which are held pursuant to Articles 37:02 and 37:03.

Time Off

6:03

- (a) The Employer agrees to pay not more than three (3) employees who are members of the Student Casual Bargaining Unit Negotiating Committee seven and one-quarter ($7^{1/4}$) hours' pay at their regular wage rate for attending meetings to negotiate amendments to the Collective Agreement.
- (b) Employees constituting the Union Bargaining Committee shall each be granted as preparation time, one-half ($1/2$) day off with pay at three and two-thirds ($3^{2/3}$) hours' pay for each year of the term of the Collective Agreement to be renewed.
- (c) In the event that one (1) or more of the three (3) employees on the Student Casual Bargaining Unit Negotiating Committee, as set out in (a) above, is a member of the Full-Time and Part-Time Bargaining Unit, the Employer agrees to pay said member seven and one-quarter ($7^{1/4}$) hours pay at their regular wage rate for attending meetings to negotiate amendments to the Collective Agreement.
- (d) In the event that one (1) or more of the three (3) employees on the Student Casual Bargaining Unit Negotiating Committee, as set out in (a) above, is a member of the Full-Time and Part-Time Bargaining Unit, the Employer shall grant as preparation time, one-half ($1/2$) day off with pay at three and two-thirds ($3^{2/3}$) hours' pay for each year of the term of the Collective Agreement.

ARTICLE 7: PAID LEAVE

University Paid Leave

7:01 Up to a total of eight (8) days per month with pay will be granted as union leave to Union Officials as designated by the Union for the purpose of conducting union business pertaining to either the Full-Time and Part-Time or Student Casual Bargaining Unit. Arrangements for such time off shall be made by the Union President in consultation with the Library Manager of Human Resources. The Union will provide five (5) working days notice for such leaves. It is agreed and understood that such leave shall be used exclusively for the business of the Library Bargaining Units. If not used, no portion of this leave may be carried over to the next month.

Union Paid Leave

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

University Business Leave

7:03 The Employer may, from time to time, request the Union to attend meeting(s) and/or working groups to discuss workplace issues concerning CUPE 1230 members. In requesting Union presence, the Employer will endeavor to provide as much notice as possible, to outline the nature of the meeting, to outline the number of Union Representative(s) requested and to provide the time, location and anticipated duration of the meeting. Union Representatives on University Business Leave shall not suffer any loss of pay or benefits as a result of this leave and will be paid at their regular wage rate during their attendance at such meetings and/or working groups where they are not otherwise scheduled to work. This leave shall not be used to substitute for leaves specified in Articles 7.01 or 7.02.

Arbitration Leave

7:04 The Employer agrees that the President, the Chief Union Steward, the Steward and the grievor involved in the processing of the grievance will be paid at their regular wage rate during their attendance at arbitration or mediation hearings. It is understood no payment for time lost shall be made for attendance at such hearings to Union witnesses.

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

8:01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union or as established by this Agreement. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its Supervisory or other personnel with whom the Union may be required to transact business.

8:02 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards, whose duties shall be to assist any employee whom the Steward represents in preparing and in presenting the employee's grievance in accordance with the Grievance Procedure.

8:03 Stewards of the Canadian Union of Public Employees, Local 1230, Student Casual Bargaining Unit, shall be limited to representing employees in that Bargaining Unit.

8:04 The Employer acknowledges the right of members of the Canadian Union of Public Employees, Local 1230, Student Casual Bargaining Unit, to utilize the Full-Time and Part-Time employee Steward body to assist the said employees in the preparation and the presentation of grievances.

8:05 Stewards will request leave from their Supervisor before leaving their work assignment to deal with a grievance, and will report back to their Supervisor on returning to work. The Union acknowledges that the Union Stewards have ongoing duties to perform for the Employer, and undertakes that Stewards will not absent themselves unreasonably in attending to grievances of employees. In consideration of the Union's acknowledgement and undertaking, the cost of compensating Stewards for time spent in handling grievances of employees will be borne by the Employer. Such compensation shall not extend beyond normal working hours.

- 8:06 The Union shall notify the Employer in writing of the name of each Steward and the department(s) each represents, before the Employer shall be required to recognize them. In the event that a Steward is not available, or that there is no Steward for a department, then a Steward-At-Large or the Chief Steward shall be authorized to act.
- 8:07 One (1) Steward from within either the Student Casual or the Full-Time and Part-Time Bargaining Unit will be appointed by the Union as Chief Steward.
- 8:08 It is acknowledged that the Stewards shall have completed the probationary period prior to their appointment.
- 8:09 The Employer agrees that Stewards-At-Large or the Chief Steward or the President of the Local shall be given the opportunity of interviewing each new employee once, during the probationary period, for the purpose of informing such employees of the existence of the Union at the Library. Where there are a number of employees to be interviewed, it is agreed that it shall be done on a group basis. The Employer shall advise the Union of the names of the persons to be interviewed, and the time and place for such interview, the duration of which shall be reasonable but not more than sixty (60) minutes. Normally this interview shall be coincident with the orientation provided by the Employer.
- 8:10 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.
- 8:11 Steward positions may be occupied by a member of either the Full-Time and Part-Time or Student Casual Bargaining Unit. The Union may elect or appoint up to a maximum of five (5) Stewards for this Bargaining Unit.

ARTICLE 9: DISCIPLINARY INTERVIEW

Union Representation

- 9:01 When an employee is summoned to the Supervisor's office for an interview concerning discipline or conduct or unsatisfactory work performance, or for an interview or meeting or discussion including matters under investigation which may lead to discipline, the Supervisor will inform the employee of the employee's right to have a Union Steward present prior to discussing the matter with the employee. The Employer will arrange for a Union Steward to be present without undue delay and without further discussion of the matter. The Union Steward shall be present during such interview unless the employee requests otherwise and completes Appendix "A" to so indicate in the presence of the Union Steward. The Union shall receive a copy of Appendix A. Whether or not the Steward is present at the meeting, if discipline results, a contact form will be completed and given to the employee. The Employer will supply a copy of each to the Union within forty-eight (48) hours of the meeting.

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

Record of Disciplinary Action

- 9:02 Any record of a disciplinary action taken by the Employer will not remain on an employee's record beyond 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 NOTIFICATION

10:01 An employee who has been suspended or discharged shall be advised in writing by the Library Manager of Human Resources of the reason therefor. The Union will be advised in writing immediately and without undue delay of the fact of suspension or discharge and the reason therefor.

ARTICLE 11: GRIEVANCE PROCEDURE

Complaint Stage

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

Step One

11:02 If the grievance is not resolved at the complaint stage, it shall be summarized in writing on an employee grievance form (Appendix B) provided by the Employer and signed by the employee involved and the employee's Steward, and submitted to the Supervisor by the Union Steward. The Supervisor shall give an answer in writing to the Steward within five (5) working days after the grievance has been presented in writing.

Step Two

11:03 If the grievance is not settled at Step One, the written grievance may be referred to the Library Manager of Human Resources by the Chief Union Steward within five (5) working days after receiving the answer in writing. A meeting shall be arranged between the Department Head and the Chief Union Steward within five (5) working days of receiving the grievance. The Department Head shall reply in writing to the Chief Union Steward as soon as possible but not later than five (5) working days if the grievance is not settled at this meeting.

Step Three

11:04 If the grievance is not settled at Step Two, the written grievance may be referred to the Director, Labour Relations, by the National Representative of the Union, or designate, within five (5) working days of the Chief Steward having received an answer in writing from the Department Head. The Director, Labour Relations or designate together with the Chief Librarian or designate shall meet with the National Representative of the Union or designate within five (5) working days of receipt of the grievance in order to resolve the dispute. The Director, Labour Relations or designate shall reply in writing within five (5) working days if the grievance is not settled at this meeting.

Vacancy Grievances

11:05 Any grievance dealing with the filling of vacancies, may be initiated at Step Two of the Grievance Procedure.

Discipline Grievance

11:06 An employee having a grievance alleging improper discipline may file the grievance at Step Two (2) of the grievance procedure within fifteen (15) working days after receipt of the contact form referred to in Article 9:01.

ARTICLE 12: DISCHARGE GRIEVANCE

- 12:01 In the case of an employee being discharged, the employee may submit a grievance in writing (Appendix B), signed by the employee, to the Director, Labour Relations within five (5) working days after the discharge of the employee. If the matter is not immediately settled, the Director, Labour Relations or designate together with the Chief Librarian or designate, shall meet with the National Representative of the Union, or designate, within a further period of five (5) working days after presentation of the grievance. If the grievance is not settled at this meeting, then the Union may notify the Director, Labour Relations in writing within a further period of five (5) working days that it intends to proceed to arbitration as hereafter set out.

ARTICLE 13: POLICY OR GROUP GRIEVANCE

- 13:01 A grievance of the Employer, or a policy or group grievance of the Union which is distinguished from an individual employee's grievance, must be sent to the Director of Labour Relations, or to the National Representative of the Union, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The Director of Labour Relations or designate together with the Chief Librarian or designate, shall meet with the National Representative of the Union or designate, within ten (10) working days. If the grievance is not settled at this meeting, then either Party may notify the other Party, in writing, within a further period of five (5) working days, that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought at arbitration.

ARTICLE 14: MEDIATION / ARBITRATION

- 14:01 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 grievance mediation prior to the grievance being heard by a sole arbitrator as set out in this Collective Agreement. In such circumstances the Parties shall by mutual agreement select the grievance mediator and they shall jointly and equally bear the fees and the expenses of the grievance mediator.
- 14:02 If the grievance is not settled at Step Three (3), either Party may notify the other within a further period of ten (10) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, and a statement of the actual remedy sought by the Party from a single Arbitrator.
- 14:03 The single Arbitrator, unless otherwise agreed upon by the Parties, shall be selected on a rotating basis from an agreed upon list of Arbitrators.

In the event that the Arbitrator selected is unable to hear the grievance within sixty (60) calendar days after the grievance has been referred, the grievance will be referred to the next Arbitrator in line.

Arbitration Expenses

- 14:04 The Parties shall jointly and equally bear the fees and expenses of the single Arbitrator.

Authority of the Arbitrator to Deal with Disciplinary or Discharge Grievances

14:05 In the event a single Arbitrator deals with a matter relating to discharge, suspension or disciplinary action, then the single Arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award it may deem just and reasonable which would be consistent with the terms of the Agreement.

General Authority of the Single Arbitrator

14:06 A single Arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement, nor to add to or amend any of the terms of this Agreement. The jurisdiction of the single Arbitrator shall be strictly confined to dealing with the issue in dispute within the confines of the Agreement between the Parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the single Arbitrator shall be final and binding upon the Parties.

ARTICLE 15: TIME LIMITS -- DAYS EXCLUDED

15:01 Saturdays, Sundays and holidays will not be counted in determining the time within which any action is to be taken or completed under the grievance or arbitration procedures.

Time limits set forth in the grievance or arbitration procedures may be extended by mutual agreement in writing between the Parties hereto.

ARTICLE 16: PROBATIONARY EMPLOYEES

16:01 New Student Casual employees will be considered as probationary employees until after they have worked for a total of ninety (90) days or six (6) calendar months (whichever comes first) for the Employer.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The Employer may discharge an employee at any time during the probationary period at the sole discretion of the Employer. In the event an employee is discharged, the employee shall be entitled to submit a grievance under Article 12:01 of the Collective Agreement.

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

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

ARTICLE 17: SENIORITY

17:01 Student Casual employees shall not acquire seniority. The Employer will ensure an accurate record of all hours worked will be maintained.

17:02 In the event a Student Casual employee is appointed to a position in the CUPE, Local 1230 Full-Time and Part-Time Bargaining Unit, all hours worked from the date of last hire shall be credited to the employee for the purpose of establishing seniority in the Full-Time and Part-Time Bargaining Unit, at the rate of one (1) year's credit for every one-thousand, eight hundred and sixty-three (1,863) hours worked, converted to proportionate months of seniority, it being understood that the summer session shall not constitute a break in service.

- 17:03 In the event an employee in the Full-Time and Part-Time Bargaining Unit is hired to work in the Student Casual Bargaining Unit, the Employer shall recognize the previous seniority accrued and apply it to the appropriate step in the schedule of wages.

The application of this provision shall not exceed one year from the time of absence of employment from the Full-Time and Part-Time Bargaining Unit.

ARTICLE 18: LEAVES OF ABSENCE

General

- 18:01 Subject to the written approval of the Library Manager of Human Resources, any employee may be granted a leave of absence without pay because of personal illness or for valid personal or academic reasons. All applications for leave of absence must be made in writing and submitted to the Library Manager of Human Resources. Any extension of a leave of absence must also be applied for and granted in writing.

Employees who have been granted a leave of absence shall retain their hours worked and shall not lose their status on the Preferred Hiring List.

Conventions and Seminars

- 18:02 Subject to the approval of the Library Manager of Human Resources and upon written request submitted at least fourteen (14) days in advance, leave of absence without pay or loss of seniority shall be granted to not more than four (4) employees at any one time, who may be elected or selected by Local 1230 to attend any authorized Labour Convention or Educational Seminar. Such leave of absence is to be confined to the actual duration of the Convention or Educational Seminar and the necessary travelling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

Pregnancy Leave

- 18:03 A Student Casual employee may be granted pregnancy leave without pay in accordance with the *Employment Standards Act of Ontario*.

Study/Research Leave

- 18:04 The Employer agrees to grant unpaid leave for up to twelve (12) months for non-permanent employees without loss of the preferred hiring status, if the leave is required as part of their University of Toronto academic programme.

Compassionate Care Leave

- 18:05 The University will grant compassionate care leave to employees who take a leave of absence in accordance with the applicable provisions of the *Ontario Employment Standards Act*.
- 18:06 If a child is born to a Student Casual employee who is a non-birth parent while such Student 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 19: BEREAVEMENT LEAVE

- 19:01 "Immediate family" shall mean spouse (including same-sex partner, common-law or through marriage), father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, grandparent, aunt, uncle, niece, nephew, first cousin, legal guardian, and legal ward, or for the death of a person whose

relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend).

- 19:02 If a person described in Article 19:01 in relation to a Student Casual employee dies when the employee is at work or scheduled to work, then said employee shall be granted bereavement leave with pay for their scheduled shift or the remainder of the scheduled shift.

ARTICLE 20: JURY DUTY OR CROWN WITNESS LEAVE

- 20:01 An employee subpoenaed to serve as a juror or crown witness shall receive full payment for all hours of work that would have been scheduled.

ARTICLE 21: ILLNESS OR INJURY

Required to Call In

- 21:01 When an employee is unable to report to work due to illness or injury, the Supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work. It is the responsibility of the employee to maintain communication with the Supervisor with respect to the matter of the probable date of return to work by the employee.

Physician's Certificate

- 21:02 An employee with prior written notification, may be required by the employee's Supervisor to provide a doctor's certificate certifying that the employee is unable to carry out the employee's normal duties due to illness or injury. For clarity, prior written notification shall mean any time prior to the employee's return to work. The Employer will only accept original medical certificates verified by a legally qualified and licensed medical practitioner that indicates first day of illness or injury, if known, first treatment date, and the expected return to work date, if known. The employee may with notice to the immediate Supervisor, provide a faxed or scanned copy of the medical certificate in advance of the employee's return to work. The original copy of the said certificate must be provided immediately upon the employee's return to work.

Returning to Duty

- 21:03 Following a prolonged or serious illness or injury, the Employer may require the employee to be certified medically fit before the employee returns to the employee's regular duties.

ARTICLE 22: HEALTH AND SAFETY

- 22:01 The University is committed to the prevention of illness or injury through the provisions 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 health and safety of others.

Employees will wear, and the University will supply, protective clothing and other devices which the University requires employees to use to protect employees from injuries arising from their employment.

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

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

Whistle Blower Protection

22:02 The University is responsible for notifying the appropriate authorities in accordance with the appropriate federal, provincial, and municipal environmental 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.

ARTICLE 23: JOB POSTING

23:01 At least seven (7) working days prior to filling Student Casual vacancies, the Employer first will post notice of the said position in the Employer's offices and on the bulletin boards of the Library [three (3) of which shall be locked cases], and notify the Union, in writing, in order that all members will know about the position and be able to make written application therefore. Further, an electronic copy will be posted for distribution. Such notice shall contain the following information: nature of the position, job description, required knowledge and education, ability and skills, hours of work, and salary rate or salary range. All notices shall include information regarding the selection process (e.g., "The selection process for eligible, qualified candidates will include interview(s), a test or exercise and reference check(s).").

23:02 Any employee in the Bargaining Unit may make application for any vacant position arising out of Article 23:01 in the Full-Time and Part-Time Collective Agreement. In the event that the position is not awarded to a Full-Time or Part-Time employee, then applications submitted by Student Casual employees will be given consideration.

- 23:03 "Canadian Union of Public Employees, Local 1230 Student Casual" will be printed on all Job Postings for Bargaining Unit positions.
- 23:04 When a position has been filled arising out of Article 23:01, the Chief Union Steward will be advised of the selection of the successful candidate within five (5) working days.
- 23:05 An employee in the Student Casual bargaining unit who applies for any vacant position arising out of Article 23:01 of the CUPE 1230 Full-Time and Part-Time Collective Agreement will be notified of the outcome of the employee's application. If unsuccessful, such an employee may request, and will be given, informal advice on how to prepare for such future job postings. This provision shall not be subject to Article 11: Grievance Procedure.

ARTICLE 24: PREFERRED HIRING

- 24:01 When an employee has satisfactorily completed the last sessional term of employment, the employee shall be given preference for employment in the same classification where there is a vacant position at the commencement of the next session, providing the University of Toronto student status is maintained, in accordance with Article 25:01 of this Collective Agreement. Preference in hiring shall be based on the number of sessions worked provided the employee is otherwise capable of performing the duties of the vacant position. Hours worked during the summer session shall not be counted in the application of preferred hiring. However, preference in hiring for the summer session shall be based on the same criteria and subject to the same requirements as for the academic session. For clarity, enrolment in a course or courses is not required for employment during the summer session. Vacancies shall be posted in the Library, unless mutually agreed by the Parties to waive posting. Employees will be required to complete an application form and submit same to the office as indicated within the time specified on the posting. The minimum period for preferred hiring for application of clause 24:01 requires that an employee commence work not later than November 1 and terminate not earlier than April 15 in that session. Preferred hiring status shall cease and shall not be re-instituted once an employee has been employed for five (5) sessions or more as an *SLA, GSLA, AHDA or ACAFA*.
- 24:02 Preference when assigning Student Library Assistant/Assistant Computer Access Facility Attendant, Graduate Student Library Assistant/Assistant Help Desk Advisor positions and schedules shall be based on the number of sessions worked. Preference for schedules to be worked shall be indicated upon response to the posting by the applicant.

Waiver

- 24:03 Notwithstanding Articles 23:01, 23:02 and 24:01, the Employer and the Union may waive the above Articles by mutual agreement. The Employer shall advise the Union of any positions affected by this Article.
- 24:04 The number of sessions worked by an applicant shall be considered when Student Library Assistant/ Assistant Computer Access Facility Attendant and Graduate Student Library Assistant/ Assistant Help Desk Advisor positions are assigned. Preference for schedules to be worked shall be indicated upon response to the posting by the applicant.

ARTICLE 25: CLASSIFICATIONS

- 25:01 *Student Library Assistant/Assistant Computer Access Facility Attendant (SLA/ACAFA)*: Is a University of Toronto student in good standing enrolled in a course or courses leading to a degree or diploma covering the majority of the academic session or registered in the School of Graduate Studies, who is hired to work during the academic session, and whose appointment is limited to the academic session. Failure on the employee's part to be enrolled in a course or courses covering the majority of the academic session will result in immediate loss of employment. For

purposes of this Article the majority of the academic session is defined as the period from the first week of the course to the day following the last date established for dropping the course without academic penalty, applicable to both full and half courses. In the event of extenuating circumstances an employee who does not fulfill the above requirements may make a request to the Library Manager Human Resources for an exemption.

A Graduate Student Library Assistant/Assistant Help Desk Advisor (GSLA/AHDA): Is a University of Toronto graduate student in good standing who is hired to work during the academic session in a position requiring a graduate student and whose appointment is limited to the academic session. Should an employee in a *GSLA/AHDA* classification cease to be a student at any time during the academic session for which they are appointed their employment shall cease immediately. In the event of extenuating circumstances an employee who does not fulfill the above requirements may make a request to the Library Manager Human Resources for an exemption. The Employer may consider qualified undergraduate student applicants at the same time as qualified graduate student applicants for the *AHDA* classification.

Enrolment in a course or courses is not required for employment during the summer session.

- 25:02 Student Library Assistants/Assistant Computer Access Facility Attendant appointments shall not exceed twenty-four (24) hours per week. However, in the event of an emergency or circumstances which may occur that are beyond the control of the Employer, and between May 1 and September 30, a Student Library Assistant/ Assistant Computer Access Facility Attendant may be required to work in excess of twenty-four (24) hours per week, but no more than thirty-three (33) hours per week.

Definitions

- 25:03 For the purpose of interpreting clause 25:01, the following definitions shall apply:

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

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

New Positions

- 25:04 In the event of the Employer establishing any new position within the Bargaining Unit, the Employer will discuss the terms of the new position with the Union prior to the establishment of the new position. Nothing in this clause shall be interpreted to prevent the Employer from establishing any new position and staffing same in accordance with the terms of this Agreement. If the Employer and the Union are unable to agree upon the classification of the job, the matter may be referred to the Grievance and Arbitration Procedure of this Agreement.

ARTICLE 26: GENERAL

- 26:01 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*.

Correspondence

- 26:02 All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the Director, Labour Relations University of Toronto, 215 Huron Street, 8th Floor, Toronto, Ontario, M5S 1A2 and the National Representative, Canadian Union of Public Employees,

80 Commerce Valley Drive East, Markham, Ontario, L3T 0B2 or the President of CUPE, Local 1230, John P. Robarts Library, Room 14019, 369 Huron Street, Toronto, Ontario, M5S 1A5, with copies to the National Representative or the President of CUPE, Local 1230, as the case may be.

Notification of Change of Status

- 26:03 Every employee shall be individually responsible for notifying the Employer within five (5) working days of a change of address, telephone number (except unlisted numbers), family status, name, income tax status, next of kin and any other reasonable information pertaining to personal records.

Bulletin Boards

- 26:04 The Employer agrees to provide space on bulletin boards marked CUPE Local 1230 for official notices on the understanding that such notices will be in keeping with the general spirit and intent of the Agreement.

Human Resources Files

- 26:05 An employee, alone or with a Union Officer (President, Acting President or Steward) shall have the right to examine all documents pertaining to that individual in any files kept in the Library Human Resources Office as a basis for personnel decisions affecting that employee, and to have such files corrected or supplemented in cases of inaccuracy or inadequacy. Such comments shall become part of the file.

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

- 26:06 The Employer agrees that, employees shall be entitled to request copies of documents in their Human Resources file, to which they are entitled in accordance with the University's Policy on Access to Information and Protection of Privacy. Such requests must be made in writing to the Library Manager Human Resources.

Reporting Absence

- 26:07 An employee is expected to phone the immediate Supervisor in the event that the employee is unable to report for work at the normal time. The employee is also expected to phone and to advise the immediate Supervisor of the anticipated date of return.

ARTICLE 27: HOURS OF WORK AND OVERTIME

Standard Hours

- 27:01 Standard hours of work for all employees shall be seven and one-quarter ($7\frac{1}{4}$) hours per day, thirty-six and one-quarter ($36\frac{1}{4}$) hours per week, except from July 1 to Labour Day, during which period the hours of work shall be six and three-quarters ($6\frac{3}{4}$) hours per day and thirty-three and three-quarters ($33\frac{3}{4}$) hours per week, provided this shall not constitute a guarantee of hours per day or hours of work per week.

Compensatory Rescheduling

- 27:02 An employee who is unable to attend a scheduled shift or part thereof due to unforeseen circumstances can request rescheduling of these hours at a mutually agreed-upon date. The rate

of pay shall be equivalent to that for the shift being rescheduled as per the current pay schedule. This provision may be granted up to five (5) occasions per annum.

Overtime

27:03 Authorized overtime hours worked in excess of the standard hours of work shall be paid for at the rate of time and one-half ($1\frac{1}{2}$) the regular rate of wages.

Authorized overtime hours of work on Sunday in excess of the standard hours shall be paid for at the rate of two (2) times the regular rate.

Rest Periods

27:04

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

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.

No Pyramiding

27:05 Premium payments shall not be duplicated under any of the terms of this Agreement. If premium payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay.

ARTICLE 28: WAGES

28:01 The Employer agrees to pay the schedule of wage rates attached hereto as Schedule I.

ARTICLE 29: HOLIDAYS

29:01 All employees covered by this agreement shall be granted the following paid holidays in accordance with the following Articles.

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

All employees required to work on any of the above-paid holidays will receive pay for time worked on such holidays at one and one-half ($1\frac{1}{2}$) times their regular rate in addition to any paid holiday pay.

29:02 Employees who qualify are entitled to take public holidays off work and be paid public holiday pay, or they can agree in writing to work on the holiday, and will be paid either:

(a) public holiday pay plus a premium rate of pay for the hours worked on the public holiday;

or

- (b) their regular rate for hours worked on the holiday; in addition, they will also receive a substitute holiday with public holiday pay.

29:03 Generally, employees qualify for public holiday entitlements unless they:

- (a) fail without reasonable cause to work their entire shift on their regularly scheduled days of work before or after the public holiday (this is called the "Last and First Rule");
or
- (b) fail without reasonable cause to work their entire shift on the public holiday if they agreed to, or were required to work that day.

29:04 Example calculation to determine the amount of public holiday pay a qualified employee is entitled to:

add all of the regular wages and all of the vacation pay the employee earned in the four (4) work weeks ending just before the work week with the public holiday, and divide this sum by twenty (20).

If the employee has earned a substitute holiday with public holiday pay, this calculation is done for the four (4) work weeks before the work week in which the substitute day falls.

29:05 The Employer shall designate the day of observance of paid holidays in the aforementioned Article 29:01. Notice shall be sent to the Union by the Employer within a reasonable time period prior to the date of observance of the paid holiday or paid holidays.

ARTICLE 30: VACATIONS

30:01 Employees shall be paid four (4) percent of gross earnings as vacation pay regularly on a bi-weekly basis.

30:02 Vacation time off work may only be requested by employees during the summer session and only in a one (1) week block of time or a single two (2) week block of time. For clarity, requests for vacation time off work of less than one (1) week or more than two (2) weeks shall not be approved. All such requests shall be subject to approval by the employee's supervisor(s) based on operational and/or scheduling requirements.

ARTICLE 31: SAFETY SHOE OR BOOT ALLOWANCE

31:01 The Employer agrees to provide a safety shoe or boot allowance, the details of which are set out in Schedule III.

ARTICLE 32: UNION SECURITY

Union Dues

32:01 The Employer agrees as a condition of employment to deduct from each regular pay due each employee who is covered by this Agreement a sum equivalent to the appropriate proportion of the monthly Union dues as certified from time to time by the Secretary-Treasurer of the Union.

Union Membership

32:02 All employees who are members of the Union or who, during the term of this Agreement, become members of the Union, shall be required to maintain their membership in the Union in good standing as a condition of employment.

Initiation Fee

32:03 All new employees hired shall have deducted from the first pay due to the said employee a sum equivalent to the initiation fee as certified from time to time by the Secretary-Treasurer of the Union. The aforementioned employees, as a condition of employment, shall be required to maintain their membership in the Union in good standing.

Transmittal of Dues and Initiation Fees

32:04 The Employer agrees to remit to the Secretary-Treasurer of the Union such dues and initiation fees within one (1) month from the collection date, accompanied by a list of the names of the employees from whom the deductions were made.

Employee Information to the Union

32:05 The Employer will provide the Secretary-Treasurer of the Union, Local 1230 on a quarterly basis (including compatible electronic copy) with the following information: employee name, classification, date of hire, home address, home telephone number (where available), and work email address (where available).

T4 slip

32:06 The University agrees to record total union dues deductions paid by each employee on their T4 slip.

ARTICLE 33: OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

33:01 In keeping with the intent of the *Occupational Health and Safety Act*, the Employer agrees to constitute an Occupational Health and Safety Committee composed of five (5) elected representatives of the Union, one of whom shall be the President of the Local, and five (5) Management representatives. The Committee shall meet at intervals of not more than three (3) months or as requested by either the Union or the Employer. Members of the Committee shall be compensated for attendance at scheduled Committee meetings. A secretary shall be provided for the Committee, who shall record minutes of each meeting and transmit them to the Parties. The Committee shall annually elect Chairpersons. This Committee is the same Committee as for the Full-Time and Part-Time Bargaining Unit, but may include Student Casual employees and shall give due consideration to the issues of the Student Casual Bargaining Unit. In the event that one (1) or more of the five (5) elected representatives of the Union are Student Casual employees, the Employer agrees to pay these Student Casual employee(s) their regular hourly wage for attending such meetings.

33:02 The Employer will provide the Committee with copies of accident reports related to members of the Full-Time and Part-Time Bargaining Units, as well as the Student Casual Bargaining Unit.

33:03 The Employer agrees to provide a guideline for the use of visual display terminals, the details of which are set out in Schedule II.

Pregnancy

- 33:04 In assessing the health and safety of work, the University 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, including but not limited to options such as reassignment or leave.

ARTICLE 34: UNION MANAGEMENT COMMITTEE

- 34:01 The Parties agree that there will be a joint Union Management Committee consisting of four (4) representatives from the University and four (4) selected by the Union, one of which shall be the local Union President, who shall be an ex-officio member of the committee. All four (4) Union Members of the committee shall suffer no loss of regular straight time pay, when they would otherwise have been at work. The National Representative of the Union may also attend such meetings. Meetings will be held on a quarterly basis and each Party shall submit to the other, fourteen (14) calendar days before a meeting, a written summary of the topics to be discussed at the upcoming meeting. All agenda items must be mutually agreed to, prior to being placed on the agenda or discussed at this meeting. Meetings will not be used to discuss matters which are the subject of a grievance or to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify or amend any part of the Collective Agreement. A representative of each Party shall be designated Co-Chairperson, and the two persons so designated shall alternate presiding over meetings. This Committee is the same Committee as for the Full-Time and Part-Time Bargaining Unit, but may include Student Casual employees and shall give due consideration to the issues of the Student Casual Bargaining Unit. In the event that one (1) or more of the four (4) representatives of the Union are Student Casual employees, the Employer agrees to pay these Student Casual employee(s) their regular hourly wage for attending such meetings.

ARTICLE 35: OFFICE UNION SPACE

- 35:01 Office space will be provided rent free to Local 1230, of the Canadian Union of Public Employees in accordance with the following conditions:
1. Purpose

The University recognizes the need of the Local Union to have a central location for files and normal office equipment for the purpose of conducting business with the administration of the University.
 2. General
 - a) This privilege may be withdrawn if the Local Union uses or allows the office space to be used for any purposes other than set out in Section 1.
 - b) In the event of a strike or lockout, reasonable notice shall be given in order that the Union may remove from the office space such files and other office equipment as may be necessary. The Union will not utilize the office space during the period of strike or lockout.
 - c) Signs may not be placed on the exterior or the interior walls of the building except for the name of the organization on the door.
 - d) The University will provide space and cleaning services at no cost to the Union.

- e) The office must be accessible in the normal manner for Physical Plant maintenance and cleaning services.

ARTICLE 36: TRAINING / CAREER DEVELOPMENT

Departmental Training

- 36:01 The Employer shall provide Departmental training related to the employee's position in accordance with the attached Letter of Intent: Departmental Training.

Training for Career Development

- 36:02 The University recognizes the value of employees in achieving its mission and contributing to its excellence. In this regard, the Union and the University recognize that training and career development are important components in achieving these objectives, in that they better enable all employees to fulfill their potential and contribute to the University. Employees pursuing career development opportunities will maintain jointly with their manager, individual career development plans. It is recognized that training can encompass a multitude of forms, in addition to formal training and training offered through Organizational Development & Learning Centre, including but not limited to cross training opportunities, informal and formal training opportunities, project related training assignments, and job shadowing opportunities. It is understood that such short term arrangements shall be viewed as training and career development opportunities; short term opportunities may be cancelled by either party with reasonable notice. It is understood that such short term arrangements are not intended to address staffing issues.

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

ARTICLE 37: MODIFICATION OR TERMINATION

- 37:01 This Agreement shall continue in force and effect until June 30, 2020 and thereafter shall automatically renew itself for periods of one (1) year each unless either Party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

Negotiations

- 37:02 In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within fifteen (15) days following receipt of such notification, and thereafter both Parties shall negotiate in good faith.
- 37:03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the Parties or until conciliation proceedings prescribed under the *Ontario Labour Relations Act* have been completed, whichever date should first occur.
- 37:04 The Parties agree to finalize the renewal Collective Agreement within six (6) months of the date of its ratification.

IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on this December 01, 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 1230 (STUDENT CASUAL), BY:

President

National Representative

SCHEDULE I: WAGES

CUPE L1230 - Casual

Last revised: Dec 14, 2017

UofT External
 Personnel Area: 0002 0005
 Personnel Subarea: 5350 7650
 Pay Scale Type: 32 80
 Pay Scale Area: 01 01 (biweekly pay)

Title	Job	Pay Scale Grp	01.07.2017		01.10.2017		01.07.2018		01.07.2019			
			Start	Step 1								
Graduate Student Library Assistant	278	GSLA	26.06	26.84	26.53	27.32	26.53	27.32	26.53	27.32		
Assistant Help Desk Advisor	115	AHDA	26.06	26.84	26.53	27.32	26.53	27.32	26.53	27.32		
Student Library Assistant	279	SLA	Start	Step 1	Step 2	Step 3	Step 4	Start	Step 1	Step 2	Step 3	Step 4
			16.68	17.18	17.87	18.53	19.22	16.98	17.49	18.19	18.86	19.57
Assistant Computer Access Facility Attendant	114	ACAFA	16.68	17.18	17.87	18.53	19.22	16.98	17.49	18.19	18.86	19.57

Application of Steps

Employees shall be eligible to receive the next higher rate of pay in the event of re-employment upon completion of one (1) academic session of employment and at the beginning of the next academic session.

SCHEDULE II: VISUAL DISPLAY TERMINALS

The Employer agrees that the document entitled Guidelines for the Use of Visual Display Terminals developed by the Office of Occupational Health and Safety, shall apply to the Bargaining Unit.

The Parties agree that should the guidelines specified above be modified by the Office of Occupational Health and Safety during the life of this Collective Agreement such modifications shall apply to the Bargaining Unit.

SCHEDULE III: 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) dollars annually.

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

LETTER OF INTENT: MEMORANDUM OF AGREEMENT: ADJUSTMENT OF HOURS

December 07, 2017

Leanne MacMillan
National Representative
Canadian Union of Public Employees, Local 1230
80 Commerce Valley Drive East
Markham, Ontario
L3T 0B2

Dear Ms. MacMillan,

It was agreed during our recent negotiations that where an employee requests a change of schedule that can be arranged by the Supervisor, overtime payment shall be waived.

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

Yours truly,

Alexander Brat
Executive Director, Labour Relations

LETTER OF INTENT: ACCOMMODATION SLA, GSLA, AHDA AND ACAFA

December 07, 2017

Leanne MacMillan
National Representative
Canadian Union of Public Employees, Local 1230
80 Commerce Valley Drive East
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 two (2) representatives as determined under Article 22:08 of the CUPE 1230 Full-Time and Part-Time Collective Agreement may deal with accommodation issues involving those employed under this Collective Agreement.

Yours truly,

Alexander Brat
Executive Director, Labour Relations

LETTER OF INTENT: PROVISION OF OFFICE SPACE

December 07, 2017

Leanne MacMillan
National Representative
Canadian Union of Public Employees, Local 1230
80 Commerce Valley Drive East
Markham, Ontario
L3T 0B2

Dear Ms. MacMillan,

Further to Article 35:01 the University and the Union agree to the following conditions:

- a) Office space will be in Room 14019 of the Robarts Library, 130 St. George Street, Toronto, Ontario.
- b) Access to and egress from Room 14019 will be gained only by use of the public elevator which serves floors 2, 6, 8 and 14.
- c) Use of Room 14019, as defined in Section 1 and including traffic to and from the room, will be conducted in such a manner as will not disturb the other occupants of the floor.
- d) The space allocation is subject to change if Room 14019 is required by the University for academic purposes. In this event, alternate accommodation will be found.

Yours truly,

Alexander Brat
Executive Director, Labour Relations

LETTER OF INTENT: DEPARTMENTAL TRAINING

December 07, 2017

Leanne MacMillan
National Representative
Canadian Union of Public Employees, Local 1230
80 Commerce Valley Drive East
Markham, Ontario
L3T 0B2

Dear Ms. MacMillan,

The Employer and the Union are committed to quality job-related training throughout the workplace and acknowledge that job related training is in the interests of, and is the joint responsibility of, both the University and the employee.

The objective of Departmental training is to ensure that employees are equipped with the knowledge and skills necessary to function within their own position and department, as well as within the broader University Library community. The Parties acknowledge the value of a "Blueprint for Training" document that will continually evolve as an initiative of the Union/Management Committee.

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

Yours truly,

Alexander Brat
Executive Director, Labour Relations

LETTER OF INTENT: BIOMETRICS

December 07, 2017

Leanne MacMillan
National Representative
Canadian Union of Public Employees, Local 1230
80 Commerce Valley Drive East
Markham, Ontario
L3T 0B2

Dear Ms. MacMillan,

The University agrees that before introducing the use of biometrics for any Bargaining Unit members, the University will meet with the Union and discuss the rationale. This does not preclude the Union from invoking the grievance procedure.

Yours truly,

Alexander Brat
Executive Director, Labour Relations

LETTER OF INTENT: FACULTY OF INFORMATION GSLA – TALINT

December 07, 2017

Leanne MacMillan
National Representative
Canadian Union of Public Employees, Local 1230
80 Commerce Valley Drive East
Markham, Ontario
L3T 0B2

Dear Ms. MacMillan,

As discussed during 2012/13 collective bargaining, the University is interested in providing opportunities to its graduate students in the Faculty of Information to develop practical skills that build on their studies and provide training in the practice of librarianship. To that end, the University intends to implement a graduate assistant/internship program to provide practical training and work experience for these graduate students.

Faculty of Information GSLAs - TALint are graduate students within the Faculty of Information who are studying to become academic librarians/pursuing a Master of Information who are hired for a term not to exceed two (2) years. Faculty of Information GSLA - TALint positions shall be awarded at the sole discretion of the University and shall not be subject to the preferred hiring or the job posting provisions of the Collective Agreement.

The University agrees to review the program with the Union at least three (3) months prior to its implementation. The University further agrees that no existing GSLA will be displaced as a direct result of the implementation of this program. A maximum of thirty (30) Faculty of Information GSLA - TALint positions will be created.

Yours Truly,

Alexander Brat
Executive Director, Labour Relations

LETTER OF INTENT: LEGISLATIVE CHANGES

December 07, 2017

Leanne MacMillan
National Representative
Canadian Union of Public Employees, Local 1230
80 Commerce Valley Drive East
Markham, Ontario
L3T 0B2

Dear Ms. MacMillan,

If Bill 148, *Fair Workplaces, Better Jobs Act, 2017* legally requires any adjustment(s) to any of the wage rates in Schedule I: Wages in order to bring the University in compliance with said legislation, then any such adjustments(s) will be implemented and will be effective on May 1, 2019, notwithstanding the applicable provision of Bill 148 which may permit a later effective date.

Yours Truly,

Alexander Brat
Executive Director, Labour Relations

LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE

December 07, 2017

Ms. Leanne MacMillan
National Representative
Canadian Union of Public Employees, Local 1230
80 Commerce Valley Drive East
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 leaves of absence under various provisions of this Collective Agreement and access to campus and community support, including Human Resources, Health & Well-Being Programs & Services, the Community Safety Office, the Employee Family Assistance Program (EFAP), and the Sexual Violence Prevention and Support Centre.

Yours truly,

Alexander Brat
Executive Director, Labour Relations

APPENDIX A: DISCIPLINARY INTERVIEW

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

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

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

Date

Print Name

Signature

Steward's Signature

Supervisor/Department Head Signature

cc: CUPE Local 1230

APPENDIX B: STATEMENT OF GRIEVANCE

CUPE 1230 / University of Toronto Statement of Grievance

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

Date _____

Supervisor: _____

Signature: _____ Date: _____

GRIEVOR

Name _____

Department _____

Phone _____ E-mail Address _____

Classification/Job Title _____

Signature: _____ Date _____

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

Signature _____ Date _____

To: _____

STATEMENT OF GRIEVANCE (make sure to include all points)

Therefore I/we request that:

Resolved on (date): _____

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

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

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

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