



UNIVERSITY OF  
**TORONTO**

# COLLECTIVE AGREEMENT

- BETWEEN -

The Governing Council of the University of Toronto

- and -

The Canadian Union of Public Employees, Local 1230

(Full-Time and Part-Time)



**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](mailto:labour.relations@utoronto.ca).

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**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 (Full-Time and Part-Time)**

(hereinafter called “the Union”)

**ARTICLE 1: RECOGNITION AND COVERAGE**

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

The University of Toronto Library: all non-professional employees of the University of Toronto Libraries at the St. George Campus working under the control and direction of the Chief Librarian of the University of Toronto, save and except University of Toronto students hired on a casual basis under the terms of the Collective Agreement (Student Casual) between CUPE Local 1230 and the Governing Council of the University of Toronto, supervisors and persons above the rank of Supervisor, Bibliographers (selector), and Bibliographic Associates II and Archivists.

The words “employee” or “employees” used in this Agreement shall mean any or all of the full-time and part-time regular employees in the Bargaining Unit except where the context otherwise provides.

**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 OR LOCKOUTS**

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

#### **ARTICLE 5: NO DISCRIMINATION**

5:01 The 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 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. The University will notify the Union when any substantive changes are made to the Human Resources Guidelines 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 (Three) of the grievance procedure. If not resolved at Step 3 (Three), 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 5:01 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 2 (Two) 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, 39:02 and 39:03 (Full-Time and Part-Time), 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 39:02 and 39:03. Time Off.

### **Time Off**

6:03

- a. The Full-Time employees constituting the Union Bargaining Committee shall be given time off during working hours without loss of pay while actually attending such negotiation meetings with the Employer.
- b. Full-Time employees constituting the Union Bargaining Committee shall each be granted as preparation time one-half (1/2) day off with pay for each year of the term of the Collective Agreement to be renewed.
- c. The Employer agrees to pay any Part-Time member of the Bargaining Unit Negotiating Committee seven and one-quarter (7¼) hours' pay at their regular wage rate for attending meetings to negotiate amendments to the Collective Agreement.
- d. Any Part-Time member of the Bargaining Unit Negotiating Committee shall be granted as preparation time, one half (1/2) day off with pay at three and two-thirds (3 <sup>2/3</sup>) hours' pay for each year of the term of the Collective Agreement to be renewed.
- e. The Union will provide a minimum of five (5) full working days' advance notice for time off provisions as specified under Article 6:03, paragraphs a, b, and d.

## **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 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 Units. 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 a minimum of five (5) full working days' advance 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. 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 a grievance shall not suffer any loss of pay or benefits for the time involved attending 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 who are employees of the Library, 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 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.

8:04 The list of Unions Stewards is as follows and the Employer agrees to amend the following list of Union Stewards during the term of the Agreement to reflect changes in the organization in order to ensure appropriate Steward representation of Union Staff.

Chief Steward	
One Steward-at-Large	Robarts Library Music, Law Architecture, Business
	Thomas Fisher Rare Book Library
One Steward-at-Large	Gerstein Science Information centre
	Engineering and Computer

	Science Library
	Earth Sciences Library
	Mathematical Sciences Library
	Dentistry Library
Gerstein Science Information Centre	Two Stewards
Materials Processing and Collection Development	Two Stewards
Information Commons	Two Stewards
East Asian Library	One Steward
Canada Hong Kong Library	
Reference and Research Department	Three Stewards
Media Commons	
Map and Data Library	
Financial and Administrative Services	One Steward
Information Technology Services, and Development and Public Affairs	
Access and Information Services (including UTL at Downsview and Resource Sharing)	Two Stewards
Thomas Fisher Rare Books Library (includes Collection Preservation)	
UofT Archives & Records Management Services (UTARMS)	
OISE Library	Two Stewards
Engineering and Computer Science Library	One Steward
Earth Sciences Library	
Mathematical Sciences Library	
Dentistry Library	

- 8:05 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.
- 8:06 It is acknowledged that the Stewards shall have completed the probationary period prior to their appointment.
- 8:07 The Employer agrees that Stewards-at-Large or the Chief Union 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 will be scheduled within the first ninety (90) calendar days of the new employee(s) being hired.
- 8:08 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 supply the Union with an electronic copy of the agreement.

## **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 any 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 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 University, 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 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 of 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 of 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 of Labour Relations or designate shall reply in writing within five (5) working days if the grievance is not settled at this meeting.

### **Staff Changes Grievance**

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

### **Technological Changes Grievance**

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

### **Job Classification Grievance**

11:07 Any grievance alleging improper classification may be initiated at Step 3 of the Grievance Procedure.

11:08 Any settlement of a grievance under the aforesaid provisions shall be limited to the period of time actually worked from the date of the filing of the grievance. Effective on January 1, 2016, any settlement of a grievance under the aforesaid provisions shall be limited to the period of time actually worked from the date on which the formal request for reclassification was submitted to the Manager of Library Human Resources in accordance with Appendix E: Job Evaluation, Paragraph 3 (p).

### **Discipline Grievance**

11:09 An employee having a grievance alleging improper discipline may file the grievance at Step 2 (Two) 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 of Labour Relations within five (5) working days after the discharge of the employee. If the matter is not immediately settled, 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 a further period of five (5) working days after presentation of the grievance. If the grievance is not settled at this meeting, then the Union may notify the Director of 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 3 (Three), either Party may notify the other within a further period of ten (10) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, 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 Each Party shall bear the expenses of its own nominee to an Arbitration Board and the Parties shall jointly and equally bear the fees and expenses of the Chairperson, or single Arbitrator as the case may be.

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

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

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

- 14:06 Any Board of Arbitration or single Arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement, nor to add to or amend any of the terms of this Agreement. The jurisdiction of the Arbitration Board or single Arbitrator shall be strictly confined to dealing with the issue in dispute within the confines of the Agreement between the Parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the Board of Arbitration or single Arbitrator shall be final and binding upon the Parties. The decision shall be unanimous or one reached by a majority of the members of the board; provided, however, that if there is no majority decision of the board, then the decision of the Chairperson shall constitute the final and binding decision of the board.



**ARTICLE 15: TIME LIMITS - DAYS EXCLUDED**

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

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

**ARTICLE 16: PROBATIONARY EMPLOYEES**

16:01

- (a) Newly hired Full-Time employees will be considered as probationary employees until they have worked for a total of six (6) calendar months for the Employer.
- (b) Newly hired Part-Time employees will be considered as probationary employees until they have worked a total of six hundred and ninety-seven (697) hours or nine (9) calendar months (whichever comes first) for the Employer.
- (c) In the case where a term or temporary position is re-posted as a regular Full Time or Part Time position in the Bargaining Unit and the same incumbent is hired for that position, time worked in the term or temporary position shall count towards the probationary period, seniority and placement on the steps of the wage schedule.
- (d) For clarity, the probationary period is not the same as the trial period set out in Article 24:02.

16:02 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.

**ARTICLE 17: SENIORITY**

17:01 Seniority is defined as the length of service in the Full-Time and Part-Time Bargaining Unit.

Employees from outside the Bargaining Unit who voluntarily transfer to positions covered by this Bargaining Unit shall acquire seniority from the date of hire into the Bargaining Unit.

Employees whose positions become Bargaining Unit positions due to organizational change shall be considered to have seniority in the Bargaining Unit from the date of last hire into the University of Toronto.

17:02 A Full-Time employee will be on probation and will not acquire seniority until after the employee has worked for a total of six (6) calendar months in the Bargaining Unit. A Part-Time employee will be on probation and will not acquire seniority until after the employee has worked a total of six hundred and ninety-seven (697) hours or nine (9) calendar months (whichever comes first) for the Employer. A Part-Time employee accumulates seniority at the rate of one (1) year's credit for every one thousand eight hundred and sixty-three (1,863) hours. Seniority shall commence from the date of original hire, provided there has been no break in full-time or regular part-time service. Where there has been a break in full-time or regular part-time service, seniority shall commence from the date of last hire.

### **Loss / No Loss of Seniority**

- 17:03 An employee shall lose all seniority if the employee voluntarily quits the employ of the Employer; is justifiably discharged; has been laid off for more than twelve (12) consecutive months; and following a layoff, fails to advise the Employer within five (5) days of receipt of notification by registered mail to return to work of the employee's intention to return, or fails to report for work on the date and at the time specified in the said notice.
- 17:04 The selection or appointment of an employee to a supervisory position or any other position not covered by this Agreement is at the Employer's discretion.
- 17:05 If an employee is transferred or promoted to an acting or temporary position outside of the Bargaining Unit, the employee shall retain seniority acquired at the date of leaving the unit, and will continue to accumulate seniority if employed in a position related to the Bargaining Unit.

### **Seniority List**

- 17:06 The Employer shall maintain a seniority list showing the employee's first and last name, classification, and the date upon which each employee's service commenced. Up-to-date seniority lists shall be sent to the Union and posted on bulletin boards each September.

## **ARTICLE 18: LAYOFF AND RECALL**

- 18:01 The Parties recognize that job security increases in proportion to the length of service with the Employer. In the event of a reduction in work or in the workforce, the Employer agrees that employees shall be laid off in the reverse order of their seniority insofar as it is practicable to do so, providing other qualifications are relatively equal. When an employee is laid off, they shall have the option of displacing another employee with lesser seniority in the same or lower job classification providing they are qualified to perform the normal requirements of the job satisfactorily and have more seniority than the employee to be displaced. The displaced person shall have the option of displacing another employee with lesser seniority in the same or lower job classification providing they are qualified to perform the normal requirements of the job satisfactorily and has more seniority than the employee to be displaced. The second displaced person has the option of displacing the least senior employee in the same classification or the least senior employee in a lower classification providing they are qualified to perform the normal requirements of the job satisfactorily and has more seniority than the employee to be displaced.

For clarity, the normal requirements of the job include the percent FTE of the job, so an employee who is displacing another employee must be willing and able to accept the percent FTE of the position/employee being displaced.

The intention to exercise this right and the specific details of the intended displacement must be declared by the initial person laid off within ten (10) days of notification of layoff by the Employer; the intention to exercise this right and specific details of the intended displacement(s) must be declared by the first and second displaced persons, if any, within ten (10) days of notification of displacement. No further displacement will take place as a result of the initial layoff and any resulting displacements.

It is understood that when an employee exercises the option to displace an employee performing a job at a lower classification, they shall be paid at the rate of the lower classification.

Employees shall be recalled to work in order of their seniority.

### **Cancellation of Recall Rights**

- 18:02 Recall rights shall be terminated on the cancellation of an employee's seniority.

### **Notification of Change of Address**

18:03 It shall be the duty of the employee to notify the Employer promptly of any change of address. If an employee should fail to do so, the Employer will not be responsible for failure of official notices to reach the employee.

### **Temporary Layoff Notice**

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

### **Indefinite Layoff Notice**

18:05 The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:

Up to four (4) years of service                      4 weeks

More than four (4) years of service              1 week for each year of service to a maximum of 26 weeks

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

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

18:06 The Employer agrees that in the event of a layoff, the President of CUPE, Local 1230, if employed by the Library, and the Chief Union Steward of the Library shall be the last employees laid off during their term of office.

### **Notification**

18:07 In the event of layoffs, the Employer will arrange to set up a liaison between the laid-off employees, Union Representatives and the Library Manager Human Resources.

18:08 The Union will be notified in advance of the names of any employees slated for lay off and the expected duration of the same.

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

### **General**

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

### **Conventions and Seminars**

19:02 Subject to the approval of the Library Manager 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 traveling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

### **Pregnancy Leave**

19:03

- (a) Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of service with the University prior to the probable date of delivery, and presents to the Department or Division Head a doctor's certificate or certificate from a midwife stating that the employee is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.
- (b) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of weekly salary during the one (1) week waiting period for Employment Insurance pregnancy benefits, and, for the next fifteen (15) weeks, will pay the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of weekly salary, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits. For Employees with less than one (1) year of service, the University will pay the above-noted top-up prorated according to the percentage of a whole year and FTE that the employee worked before the first day of the leave, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits.

The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to the University. If pregnancy-related complications force the employee to stop work before the employee has arranged pregnancy leave, the employee has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the employee will be entitled to utilize sick leave in accordance with Article 22 until the actual birth of the baby, the expected date of delivery, or the date the employee intended to start pregnancy leave as stated in the employee's written notice, whichever comes first. An employee must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.
- (d) If the employee has been on pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of the return to work to an earlier date, the employee must give the University four (4) weeks' written notice of the date on which the employee intends to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- (e) In the case of an employee on a sessional appointment, or whose employment is limited to a defined term, any pregnancy leave will be limited to and not extend beyond the period of time remaining in the session or defined term.

- (f) Seniority, vacation, benefits, and pensionable service continue during an employee's pregnancy leave, provided the employee fulfills any requirements for said continuation. Eligibility for step and negotiated wage increases also continue during the period of an employee's pregnancy leave.

### Primary Caregiver and Adoption Leave

19:04

- a) Primary Caregiver Leave is available to a parent, other than a birth parent, who has the primary responsibility for the care of a child during the thirty-seven (37) weeks immediately following:
- i) the birth of a child, or
  - ii) the coming of a child into the custody, care, and control of a parent for the first **or** such shorter or longer period as is required under the *Employment Standards Act, 2000* as amended from time to time.

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

- b) An employee making such an application must confirm in writing that the employee will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g., for a birth parent's partner or same-sex parent, because the birth parent is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).
- c) In the case of an adoption, the Primary Caregiver Leave may be split between two parents.
- d) For employees with one (1) year of service or more the University will pay ninety-five (95) percent of weekly salary during the one (1) week waiting period for Employment Insurance benefits, and, for the next sixteen (16) weeks, will pay the difference between Employment Insurance parental benefits and ninety-five (95) percent of weekly salary, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance parental benefits and the amount of those benefits. For employees with less than one (1) year of service, the University will pay the above noted top-up pro-rated according to the percentage of a whole year and FTE that the employee worked before the first day of the leave, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance parental benefits and the amount of those benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.
- e) In the case of an employee on a sessional appointment or whose employment is limited to a defined term, any Primary Caregiver Leave will be limited to and not extend beyond the period of time remaining in the session or defined term.
- f) Seniority, vacation, benefits, and pensionable service continue during an employee's Primary Caregiver Leave, provided the employee fulfills any requirements for said continuation. Eligibility for step and negotiated wage increase also continue during the period of an employee's Primary Caregiver leave.
- g) The weekly top-up payment under paragraph (d) will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the

employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

## Parental Leave

19:05

- a) An employee who is a parent of a child and who has been employed with the University for at least thirteen (13) weeks is entitled to a parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Both parents will be eligible to take a parental leave as follows:
  - i) up to thirty-five (35) weeks of parental leave for employees who take pregnancy leave;
  - ii) up to thirty-seven (37) weeks of parental leave for all other new parents; or
  - iii) such shorter or longer period of time as might be required under the *Employment Standards Act, 2000* from time to time.
  
- b) For employees who take pregnancy leave, parental leave commences when the employee's pregnancy leave ends or when the baby first comes into custody, care, and control of the birth parent. For all other new parents, parental leave must commence within fifty-two (52) weeks after the birth or after the child first comes into the custody care, and control of a parent or such other time as may be specified under the *Employment Standards Act, 2000* from time to time. This provision is not available to employees who have taken Primary Caregiver/Adoption Leave.
  
- c) For employees with one (1) year of service or more who provide the University with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following:
  - (i) For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
  - (ii) For an employee who takes parental leave for which a one (1) week waiting period has already been served in respect of the same child, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
  - (iii) For an employee who takes parental leave and is required to serve a one (1) week waiting period, ninety-five (95) percent of salary during the one (1) week waiting period, and the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for eight (8) weeks;
  - (iv) The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.
  
- d) An employee who is entitled to a parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If the employee does not specify when the leave will end, it will be assumed that the employee wishes to take the maximum leave in accordance with Article 19.05(a) (i) or (ii) as applicable.

- e) An employee who have given notice to begin parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.
- f) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of the employee's intent to take the parental leave.
- g) If an employee on parental leave wishes to change the date of their return to work to an earlier date, the employee must give the University four (4) weeks' written notice of the date on which the employee intends to return.
- h) If an employee wishes to change the date of return to work to a later date (but subject to the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- i) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation. Eligibility for step and negotiated wage increase also continue during the period of an employee's parental leave.

### **Non-Birth Parent Leave**

19:06 Upon the birth or adoption of a child a non-birth parent shall be granted up to five (5) days paid leave of absence.

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

### **Paid Personal Leave of Absence**

19:08 Commencing July 1st of each year, each employee shall be allowed for good reason up to three (3) days paid leave of absence annually which must be approved and granted by the employee's supervisor.

Effective June 30, 2017 the number of days paid personal leave of absence shall be reinstated to up to four (4) days.

Employees working on a Part-Time, term or temporary basis will be eligible for paid personal leave of absence on a pro-rated basis. Employees shall be permitted to use paid personal leave of absence for the observance of religious holidays of their faith which fall on a day in which they would normally be required to work.

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

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

Employees will not be allowed to use personal leave of absence for purposes of extending vacations or extending a paid holiday. Requests for the observance of religious holidays adjacent to a statutory or paid holiday and/or vacation shall be granted.

Paid Personal Leave may not be taken in units of less than one (1) hour.

## Health Care Appointments

19:09 Where an employee cannot schedule a health care appointment outside of the employee's regular working hours, the employee will give as much advanced notice as possible, and will be given time off with pay necessary to attend the appointment up to seven (7) hours per year, pro-rated for employees working on a term or temporary basis and for Part-time employees based on appointment status as a percentage of full time hours. In such cases, the employee will attempt to schedule the appointment so as to minimize disruption to the employee's work day. Such leave may not be taken in units of less than one (1) hour.

A request by an employee to attend regularly occurring health care appointments, such as an ongoing treatment regimen, which cannot be scheduled outside the employee's regular working hours, may be treated by the University as a request for accommodation and treated accordingly, as appropriate.

## President of the Union Local

19:10

- (a) Where an employee is elected or selected to the office of the President of CUPE, Local 1230, they may request a fifty (50) percent FTE (according to a mutually agreeable regular schedule of hours) or, if part-time, then fifty (50) percent of their appointment status at time of such election or selection (according to a mutually agreeable regular schedule of hours), leave of absence at least two (2) weeks in advance in writing from the Library Manager Human Resources for a period not to exceed one (1) year. The purpose of the fifty (50) percent FTE release time is for the President to conduct union business. Subject to approval of the Library Manager Human Resources, the employee shall be granted leave of absence. Such leave shall be renewed each year, on request, during the employee's term of office. On the expiration of the said leave, upon written request the Library Manager Human Resources, which must be submitted at least two (2) weeks prior to said termination, the employee shall be returned either to the employee's former position, or to a position in a classification comparable to that in which the employee was employed before taking the office, if such is available, or to such other position as may be determined by the Library Manager Human Resources as being suitable. The above-described leave of absence shall be limited to one (1) employee at any one time during the term of this agreement.
- (b) Where an employee of the University of Toronto is elected or selected to the office of the President of CUPE, Local 1230, and is granted a fifty (50) percent FTE or, if part-time, then fifty (50) percent of their appointment status at time of such election or selection, leave of absence in accordance with Article 19:10 (a), the Employer shall continue to pay the officer during the leave of absence at their regular wage rate in the classification in which they are employed. The employee benefits in which the employee was enrolled immediately prior to commencing said leave of absence, shall continue at the same level.

## Employer Discontinues Contribution to Benefits

19:11 Where an employee has been granted leave of absence without pay in accordance with and pursuant to Articles:

(19:01) Leave for valid personal reasons;

(19:10) Full-time elected or selected officer of the Union;

the Employer shall discontinue its share of contributions for the aforesaid employee to:

The University of Toronto Pension Plan;

University of Toronto Group Life and Survivor Income Plan;

University of Toronto Long-Term Disability Plan;



University of Toronto Dental Care Plan;

University of Toronto Extended Health Care Plan;

University of Toronto Semi-Private Hospital Accommodation Plan; and

University of Toronto Joint Membership Plan.

### **Employee May Continue Contributions**

19:12 The employee can make provisions for continuance of coverage of benefit programs in which the employee was enrolled prior to said leave of absence being granted by making direct payment to the University. All premiums must be paid in advance and in accordance with the rules established by the Human Resources Department.

### **Seniority During Leave of Absence**

19:13 Employees who have been granted leave of absence shall retain their seniority acquired, but shall not continue to acquire seniority during the leave of absence where:

An employee who has been granted sixty (60) calendar days or more leave of absence for valid personal reasons in accordance with and pursuant to Article 19:01 of the Agreement; or

An employee has been granted leave of absence to act as a full-time elected or selected officer in accordance with and pursuant to Article 19:10 of the Agreement.

The provisions of this clause shall not apply to an employee who has been granted pregnancy, primary caregiver, or parental leave of absence in accordance with and pursuant to Articles 19:03, 19:04, and 19:05 of the Agreement.

### **Compassionate Care Leave**

19:14 The University will grant compassionate care leave to employees who take a leave of absence under the Family Medical Leave provisions of the *Employment Standards Act*. For employees with one (1) year of service or more the University will pay up to the equivalent of the weekly Employment Insurance benefit for which the employee is qualified for the one (1) week waiting period provided that the employee applies for and receives Employment Insurance compassionate care benefits.

## **ARTICLE 20: BEREAVEMENT LEAVE**

20:01 In the event of a death in the immediate family, an employee will be granted upon request up to a maximum of five (5) working days leave without loss of regular pay in respect to such death. Such leave need not be taken consecutively, as long as the leave is genuinely taken in respect to the death. An employee may use paid personal leave, if available, to supplement the leave should extra time be required.

"Immediate family" shall mean spouse (including same-sex partner, common-law or through marriage), father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, grandparent, aunt, uncle, niece, and nephew, 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).

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

21:01 The Employer shall continue payment of full salary to any employee who is required for jury duty or crown witness service, provided the employee reports for work when not required for such duty.

## **ARTICLE 22: SICK LEAVE**

### **Definition**

22:01 Sick leave is defined as absence because of the employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable. The purpose of the Sick Leave Plan is to provide against loss of earnings for employees who are prevented by illness or injury from performing their duties.

### **Basis of Leave**

22:02 A full-time salaried employee, after the employee has worked for a total of sixty (60) days for the Employer, and a Regular Part-Time employee who holds an appointment of twenty five (25) percent or more of a Full-Time appointment, upon the completion of the Regular Part-time probationary period, shall be eligible to be granted sick leave with pay for periods up to fifteen (15) weeks during unavoidable absence due to illness or injury not compensable under the provisions of the *Workplace Safety and Insurance Act*. Regular rate of pay for Part-Time employees equals the hourly rate multiplied by the number of hours an employee is regularly scheduled to work each day.

### **Required to Call In**

22:03 When an employee is unable to report to work due to 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**

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

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

### **Misuse of Sick Leave**

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

### **Returning to Duty**

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

### **Accommodation / Return to Work**

22:08 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 two (2) Union Representatives. The University will pay for two (2) Union Representatives to receive up to three (3) (or more as agreed to between the Parties) days of appropriate training in accommodation issues through a training program that will be agreed to in advance by the Union and the University.
- (b) Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, one (1) Union Accommodation Representative will represent the employee. The University may also request that the Union Representative 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. 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. In the event there is a return to work plan written it will be forwarded to the Union unless the employee indicates otherwise in writing. The Union will be given information regarding the position and location in a return to work plan should it be different than the employee's previous position and location.
- (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.
- (e) Disputes regarding accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Three.
- (f) Where an employee is assigned to a vacant position in order to accommodate under the *Ontario Human Rights Code* the position shall not be considered a vacancy and posting provisions in Article 23 shall not apply.
- (g) The employee will be reimbursed for all medical reports related to accommodation that the Employer may request subsequent to the initially completed University of Toronto Return to Work Form. Reimbursement will be up to the amount as outlined in the Ontario Medical Association's Guidelines.

### **Sick Leave - While Drawing Workplace Safety and Insurance Benefits**

22:09 An employee who is otherwise entitled to sick leave with pay pursuant to Article 22:02 who is prevented from performing the employee's regular work with the Employer as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance Act* shall receive from the Employer the difference between the amount paid by the Workplace Safety and Insurance Board and the employee's regular salary from the first day of the said accident. Payment from the Employer shall not exceed a term of fifteen (15) consecutive weeks for each accident compensable by the Workplace Safety and Insurance Board.

### **Exceptions**

22:10 No payment of any sick leave credit shall be due to an employee on termination, discharge or retirement. During a period of vacation or authorized leave of absence, payment will not be made for sick leave.

## Hospitalized During Vacation

22:11 An eligible employee who is hospitalized or confined by order of a physician due to unforeseen circumstances during their vacation period will be allowed to draw illness or injury leave with pay for the period of time for which they are hospitalized or confined in accordance with Article 22:01 providing that the employee furnishes proof of such hospitalization or confinement and unforeseen circumstances to the Employer. The employee will be allowed to reschedule that portion of vacation during which they were hospitalized or confined at a later date mutually agreeable to the employee and the employee's supervisor.

## ARTICLE 23: JOB POSTING

23:01 At least seven (7) working days prior to making any permanent staff changes covered by the terms of this Agreement, except as indicated in Article 23:06, the Employer first will post notice of the said position on the Employer's website 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)).

Employee applicants must apply in accordance with the requirements set out in the electronic posting and will receive acknowledgement of the receipt of their application.

23:02 A temporary position is a position used to replace an employee who is on leave of absence. If a temporary position is renewed or extended beyond twenty-four (24) months the position shall be posted.

### Term Position

23:03 A term position is a position assigned to a specific project that exists for a defined period of time and has a predetermined end date. In the event that such a position extends or is renewed beyond twenty-four (24) months the position shall be posted. All provisions of this Collective Agreement apply to these positions except where otherwise specified. Term positions will not be used to replace full time regular positions.

23:04

- (a) Any employee in the Bargaining Unit may make application for any vacant position in the Bargaining Unit. In the event that the position is not awarded to a member of the Bargaining Unit then applications submitted by members of the Student Casual Bargaining Unit will be given consideration.

If the Employer does not offer the position to a candidate from the Full-Time and Part-Time Bargaining Unit, the hiring Department retains the discretion to consider other applicants internal and external to the University.

Applicants from the Full-Time and Part-Time Bargaining Unit shall be notified of the outcome of their applications before other internal and external applicants are considered for the position.

An unsuccessful candidate from the Full-Time and Part-Time Bargaining Unit may request, in writing, a written explanation as to why the candidate was not selected, within five (5) working days of being so advised. Management will provide a written explanation within a further ten (10) working days.

An unsuccessful candidate from the Full-Time and Part-Time Bargaining Unit may request and will be given informal advice on how to prepare for future job postings and/or improve the candidate's qualifications, and/or assistance in developing a career development plan as set out in Article 38.

- (b) Any employee in the Bargaining Unit may make application for any position in the Student Casual Bargaining Unit. In the event the position is not awarded to a Student Casual, then applications submitted by members of the Full-Time and Part-Time Bargaining Unit will be given consideration.
- (c) In the event a Student Casual is the successful applicant for a position in the Full-Time and Part-Time Bargaining Unit, such Student Employee shall be credited with Seniority at the rate of one year's credit for every one thousand eight hundred and sixty three (1,863) hours worked.

23:05 "Canadian Union of Public Employees, Local 1230" will be printed on all Job Postings for Full-Time and Part-Time Bargaining Unit positions.

### **Waiver**

23:06 Notwithstanding Articles 23:01, 23:02, 24:01, 24:02, 24:03, 24:04, 24:05, 25:01 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.

### **Notification**

23:07 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.

23:08 The requirement to post a position as provided in Article 23:01: JOB POSTING shall not apply where employees are reassigned and/or relocated in accordance with and pursuant to Articles 35:02 and 35:03.

### **Job Classifications**

23:09 In the event of the Employer establishing any new job classification or position within the Bargaining Unit, the Employer will provide to the Union the relevant job profiles, the rating sheet, and relevant rating notes for that job profile. The Employer will discuss the terms of the job classification or position with the Union's Job Evaluation Committee prior to the establishment of the aforementioned job classification or position. Nothing in this clause shall be interpreted to prevent the Employer from establishing any new job classification or position and staffing same in accordance with the terms of this Agreement. If the Employer and the Union are unable to agree upon the classification of the job, the matter may be referred to the Grievance and Arbitration Procedure of this Agreement.

## **ARTICLE 24: TRANSFERS AND PROMOTIONS**

### **Factors Affecting Selection**

24:01 When selecting an employee to fill a Bargaining Unit position, the Employer agrees to use all available information to determine which employee is best qualified to fill the vacancy. The Employer will consider the applicant's knowledge and ability to perform the normal requirements of the job satisfactorily. Where the above are comparable between the applicants, seniority shall be the governing factor.

### **Trial Period**

24:02 The successful applicant shall be placed on trial for a period of sixty (60) working days or, if part-time, then an equivalent period of sixty (60) working days (i.e. 435 hours worked) from assumption of new duties. Conditional on satisfactory service, such trial promotion or transfer shall be confirmed after the period of sixty (60) working days or, if part-time, then an equivalent period of sixty (60) working days (i.e. 435 hours worked). In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period, that employee shall be returned to the employee's former position without loss of seniority and at the employee's former salary rate. Any other employee promoted or

transferred because of the rearrangement of positions shall also be returned to that employee's former position without loss of seniority and at the employee's former salary rate.

Any such employees shall be given the opportunity to revert to the employee's former position and conditions if the employee so requests within sixty (60) working days or, if part-time, then an equivalent period of sixty (60) working days (i.e. 435 hours worked) from the assumption of new duties, and the provisions of the immediate preceding paragraph shall apply to such reversion.

### **Eligibility for Other Positions**

- 24:03 An employee who has been transferred to a new position must serve at least three (3) months in the position before the employee is eligible for consideration for any other position, unless it is in the Employer's interest to consider the employee for transfer.
- 24:04 When a Part-Time employee applies for, and is successfully appointed to replace a Full-Time employee for a temporary period of up to twenty-four months, the Part-Time employee will revert to their former status upon the completion of the temporary period.

### **Explanation to Employee**

- 24:05 All applicants shall be notified of the outcome of their application as soon as possible after a successful candidate has been offered, and has accepted, the position. An unsuccessful candidate for an advertised vacancy may request, in writing, a written explanation as to why they were not selected, within five (5) working days of being so advised. Management will provide a written explanation within a further ten (10) working days.

### **Supervisory Positions**

24:06

- a) It is agreed that appointments to positions above the jurisdiction of the Union are not subject to the grievance procedure, although the Employer will give full consideration to representations of the Union where there is evidence of obvious irregularities or discrepancies.
- b) The Employer agrees that an employee will not be transferred or promoted to a position outside of the Bargaining Unit if the employee in question does not wish to accept such a transfer or promotion.

## **ARTICLE 25: GENERAL**

### **Correspondence**

- 25:01 All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Labour Relations, University of Toronto, 215 Huron Street, 8<sup>th</sup> floor, Toronto, Ontario, M5S 1A2, and the National Representative, Canadian Union of Public Employees 80 Commerce Valley Drive East 80 Commerce Valley Drive East, Markham, Ontario, L3T 0B2 or the President of CUPE Local 1230, John P. Roberts Library, Room 14019, 130 St. George 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**

- 25:02 Every employee shall be individually responsible for notifying the Employer within five (5) working days of a change of address, telephone number (except unlisted numbers), family status, name, income tax status, insurance beneficiary, next of kin and any other reasonable information pertaining to personal records.

### **Bulletin Boards**

- 25:03 The Employer agrees to provide space on bulletin boards marked CUPE Local 1230, for official notices on the understanding that such notices will be in keeping with the general spirit and intent of the Agreement.

### **Educational Allowance**

- 25:04 The Employer agrees to provide educational assistance in accordance with general University policies. The Employer shall have the right to amend or change the educational assistance policies during the term of this Agreement. Should it become necessary to amend or change the said policies, the Employer will discuss such amendments or changes that have been made to the said plan with the Union. The Employer shall determine whether a requested course is appropriate for the employee, according to the criteria outlined in the policy. All applications must be made, in writing, to the Library Manager Human Resources. In the event such application is rejected, the Library Manager Human Resources shall give reasons for rejection to the employee in writing.

### **Human Resources Files**

- 25:05 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 Human Resources deems appropriate to ensure security of the file.

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.

## **ARTICLE 26: HOURS OF WORK AND OVERTIME**

### **Standard Hours**

- 26:01 Standard hours of work for all employees who are classified under Schedule I 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.

### **Shift Work**

- 26:02 The Employer has reserved and shall continue to reserve the right to establish shifts in any department where it is beneficial for the efficient or economical operation of the Library or otherwise necessary.

The Parties agree that the University will provide the Union and affected employee(s) with four (4) weeks notice of a permanent change in their regular shift schedule.

The change shall be discussed with the Union. The University shall hear and consider any representation made by the local Union provided that it is made within the notice period.

### **Shift Premium**

26:03 A shift premium of sixty (60) cents per hour shall be paid for all hours worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. Shift premium is applicable to Full-Time employees only.

### **Overtime**

26:04 Authorized overtime hours worked in excess of the standard hours of work shall be paid for at the rate of time and one-half 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**

26:05

- a) All Full-Time employees shall be entitled to a fifteen (15) minute rest period both in the first half and second half of the shift. Employees shall endeavour to take rest periods as close to the middle of each half of the shift as possible.
- b) All Part-Time employees shall be entitled to a fifteen (15) minute rest period for every three (3) hours scheduled. Employees shall endeavor to take rest periods as close to the middle of the three (3) hour period as possible.

### **Sunday Work**

26:06 All regularly scheduled time worked on Sunday shall be paid for at one and one-half (1<sup>1/2</sup>) times the standard rate.

### **Call Back**

26:07 Employees who are called back to work after completing their regular shift and have left their place of work, will receive a minimum of four (4) hours at the regular hourly rate or the appropriate overtime rate for the number of hours worked, whichever is the greater. This clause shall not be applicable when an employee is instructed to report early for a regular shift.

### **Meal Allowance**

26:08 A meal allowance of ten (10) dollars will be provided if an employee:

- a) continues to work for more than two (2) hours past stop time and at intervals thereafter of four (4) hours.
- b) working pre-arranged overtime on a day off, works for more than ten (10) hours and at intervals thereafter of four (4) hours.

### **Promotion - Pay Calculations**

26:09 When an employee is promoted one or more salary grades higher, the said employee shall maintain the employee's position in the progression scale (Schedule I).



**No Pyramiding**

- 26:10 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.
- 26:11 For the purpose of calculating hourly rates of employees on annual salary, the annual rate = 260 days times the daily rate. Daily rate =  $7^{1/4}$  hours per day X regular hourly rate. Daily rate =  $6^{3/4}$  hours per day X summer hourly rate (July 1 to Labour Day).

**Temporary Relief in a Higher Classification**

- 26:12 When the Employer assigns an employee to relieve another employee in the Bargaining Unit in a higher classification the Employer shall, for each relief period of five (5) working days or more, pay the relieving employee at the rate of the higher classification, at the current salary year of the relieving employee.
- 26:13 When the higher position is outside the Bargaining Unit, the employee so assigned for a period of not less than one (1) working day shall receive a rate of pay ten (10) percent above their normal rate. The employee shall be deemed to be covered by this Agreement during the period of such temporary relief.

**Pay on Transfer - Lower Rated Job**

- 26:14 When the Employer assigns an employee to a position paying a lower rate of pay, the employee's pay rate shall not be reduced, providing the said assignment is not as a result of a disciplinary action.

**Regular Part-Time Employees Temporarily Working Additional Hours**

- 26:15 In the event that the Employer, at its sole discretion, asks a Regular Part-Time employee to temporarily perform work in the Full-Time and Part-Time bargaining unit in addition to the employee's regularly scheduled hours of work, such additional hours will in no way affect the employee's Regular Part-Time status or percentage of appointment for any purposes including Collective Agreement entitlements based thereon.

**ARTICLE 27: STANDBY PAY****Definition of "On Standby"**

- 27:01 An employee shall be designated as being "on standby" if, by pre-arrangement with the employee's supervisor, the employee has been requested to be available during a specific period, other than during scheduled working hours, to respond to telephone enquiries at an agreed location or to respond to messages received on a portable paging or message-answering device.

**Payment**

- 27:02 An employee who is "on standby" as defined in Article 27:01 will be paid at the rate of one (1) hour's pay per four (4) hours "on standby", with a minimum of one (1) hour's pay per twenty-four (24) hour period (8:00 a.m. to 8:00 a.m.). The rate of pay shall be the rate which is applicable to the period in question as set forth in Schedule I and if applicable, Sunday Work (Article 26:06 - time and one-half) or Holidays (Article 29:02 - time and one-half) of the Collective Agreement.

**Recalled While "On Standby"**

- 27:03 If it is necessary for the employee "on standby" to be called into the employee's normal workplace as a result of enquiries received while "on standby", the provisions of Article 26:07 (Call Back) will apply.

**ARTICLE 28: FLEXIBLE HOURS**

- 28:01 The terms of reference for the Flexible Hours of Work Programme shall be contained in the Guidelines for Flexible Hours, Appendix "C".
- 28:02 All claims for overtime under clause 26:01 and clause 26:04 shall be waived where employees are working under the terms of the Flexible Hours of Work Programme.
- 28:03 This waiver shall not apply where authorized overtime is worked by an employee which exceeds the scheduled hours of work under the Flexible Hours of Work Programme for the specific period by day or week. The payment shall be in accordance with the terms of clause 26:04.

**ARTICLE 29: HOLIDAYS**

- 29:01 The following holidays will be granted with pay at the employee's regular rate of pay for the employee's normal number of daily working hours:

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

The foregoing provisions concerning payment for holidays shall apply only if:

- a) the employee reports for work if requested; and
- b) the employee reports for work on the employee's scheduled days of work immediately preceding and following such holiday unless excused by proper authority.

The employee will not be paid if the holiday occurs when the employee is not at work by reason of being on leave pursuant to Articles 19:01, 19:02, 19:06, 19:07 or by reason of being laid off.

- 29:02 Any employee required to work on any of the above holidays will receive pay for time worked on such holiday at one and one-half ( $1\frac{1}{2}$ ) times the employee's regular rate in addition to the regular holiday pay, providing the employee has complied with Article 29:01, clauses (a) and (b).
- 29:03 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.
- 29:04 When any of the above holidays falls on a Full-Time employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the Full-Time employee and the Employer.
- 29:05
- a) Notwithstanding the provisions of Article 29:01, and 29:04, where a Part-Time employee is scheduled to work on a holiday as defined by Article 29:01 and 29:03, the Part-Time employee shall be paid for those hours worked pursuant to Article 29:02. In no case shall the Part-Time employee be paid less than the amount of money such employee would receive under subsection (b) of this Article.
  - b) Where a Part-Time employee is not scheduled to work on a holiday as defined by Article 29:01 and

29:03, the Part-Time employee shall earn holiday pay based on a formula which calculates the total amount of regular wages earned and vacation pay payable to the employee in the four (4) work weeks ending just before the work week in which the public holiday occurred, divided by 20. Regular Part-Time employees are entitled to the provisions of Article 29:02 and 29:03.

### **ARTICLE 30: DAYS OFF WITH PAY**

30:01 Days off with pay other than those specified in Article 29:01, which are declared by the President of the University of Toronto, shall be extended to all Bargaining Unit employees and will be paid by the Employer at regular straight time pay.

Employees required to work by the University on one or more of these days will be paid at straight time for the day, and will be given another day off with no loss of regular straight-time pay at a time mutually agreed by the employee and their Supervisor.

The days referenced in this Article will be granted solely at the discretion of the University. Notice will be sent to the Union by the University within a reasonable time period prior to the designated dates of these days.

In the event of a dispute, the Grievance Procedure may be invoked.

These days are not "holidays" for any purpose under the Collective Agreement, including Article 29: Holidays.

### **ARTICLE 31: VACATIONS**

31:01 Vacations will, as far as practicable, be granted at the times most desired by the employees. An employee, to qualify for consideration of the employee's request for vacation, in accordance with the employee's seniority standing, must notify the Employer of the employee's preferred vacation before April 15th of any given year. However, the Employer reserves the authority to designate vacation periods in a manner consistent with the efficient operation of the Library. The Employer shall make vacation schedules available to employees by May 15th of each year, and thereafter such schedules shall not be changed unless mutually agreed by the employee and Employer.

The Department or Division Head (or designate) shall consider and respond to ad hoc employee vacation requests within five (5) working days of such request(s) being submitted in writing. However, this five (5) working day requirement shall not apply to regularly recurring departmental vacation scheduling processes, if any.

#### **Holiday Falling on a Vacation**

31:02 If a holiday falls during the vacation of a Full-Time employee, an extra day with pay will be allowed off in lieu of the holiday for the Full-Time employee.

31:03 Regular Part-Time employees will be entitled to vacation with pay based on the entitlement below prorated based on their appointment status.

#### **Vacation Allowances**

31:04 Employees shall be granted vacation with pay at their regular rate of pay on the following basis:

*Length of Continuous  
Service as of employee's*

<i>anniversary date</i>	<i>Total Days of Vacation</i>
1 month	1 day
2 months	2 days
3 months	3 days
4 months	4 days
5 months	5 days
6 months	6 days
7 months	7 days
8 months	8 days
9 months	9 days
10 months	10 days
11 months	11 days
1 year	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 years	25 days

### **Severance Vacation Pay**

31:05 Effective January 14, 2016:

The amount of unused vacation credits which will be paid out to an employee upon resignation/retirement/termination of employment shall be capped at fifteen (15) days.

## **ARTICLE 32: BENEFITS**

### **Pension Plan**

32:01 The Employer agrees to provide a Pension Plan, the details of which are set out in Schedule II.

### **Long-Term Disability Plan**

32:02 The Employer agrees to provide a Long-Term Disability Plan, the details of which are set out in Schedule III.

### **Group Life and Survivor Income Plan**

32:03 The Employer agrees to provide a Group Life and Survivor Income Plan, the details of which are set out in Schedule IV.

### **Dental Care Plan**

32:04 The Employer agrees to provide a Dental Care Plan, the details of which are set out in Schedule V.

**Extended Health Care Plan**

32:05 The Employer agrees to provide an Extended Health Care Plan, the details of which are set out in Schedule VI.

**Joint Membership Plan**

32:06 The Employer agrees to provide a Joint Membership Plan, the details of which are set out in Schedule VII.

**Vision Care Plan**

32:07 The Employer agrees to provide a Vision Care Plan, the details of which are set out in Schedule VIII.

**Visual Display Terminal**

32:08 The Employer agrees to provide a Visual Display Terminal, the details of which are set out in Schedule IX.

**Safety Shoe or Boot Allowance**

32:09 The Employer agrees to provide a safety shoe or boot allowance as set out in Schedule X.

**ARTICLE 33: UNION SECURITY****Union Dues**

33:01 The Employer agrees as a condition of employment to deduct from each pay to each employee who is covered by this Agreement after thirty (30) days of employment a sum equivalent to the monthly Union dues as certified from time to time by the Secretary-Treasurer of the Union.

**Union Membership**

33:02 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**

33:03 All new employees hired shall have deducted from the first pay due to the said employee after thirty (30) days of employment a sum equivalent to the initiation fee as certified from time to time by the Secretary-Treasurer of the Union.

**Transmittal of Dues and Initiation Fees**

33:04 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 and any applications for membership in the Union.

**Monthly Listing of Employment Status Changes**

33:05 The Employer will provide the Secretary-Treasurer of the Union, Local 1230 with a monthly listing of employment status changes such as leaves of absence, pregnancy, parental, and primary caregiver leaves, employees on long-term disability, terminations, department and new hires, when and if such information is readily made available in an automated form to the Library.

## **Employee Information to the Union**

- 33:06 The Employer will provide the Secretary-Treasurer of the Union, Local 1230 with on a quarterly basis (with compatible, electronic copy) the following information: employee name, classification, date of hire, home address, home telephone number (where available), work email address (where available) and employment status (Full-Time or Part-Time).
- 33:07 The University agrees to record total Union dues deductions paid by each employee on their T4 slip.
- 33:08 The University will provide the Union on a semi-annual basis (with a compatible electronic copy) a list of all employees who retired during the previous six (6) months. The list will include the retired employee's name, home address and telephone number on record as of their last date of employment with the University.

## **ARTICLE 34: JOB SECURITY**

- 34:01 It is the declared intention of the Employer to provide for the job security of the employees covered by the terms of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Toronto in the most efficient and economic manner possible in order that it may satisfactorily discharge its public responsibilities.

It is agreed that any employee who was employed by the Employer with one (1) year of service or more shall not be laid off by reason of the Employer contracting out the work being performed by such employee. However, in such event, the Employer agrees that the employee will be placed in another job with a similar rate and be re-trained. All employees who have less than one (1) year of seniority must attain one year of seniority prior to being entitled to the terms of this job security clause.

## **ARTICLE 35: TECHNOLOGICAL CHANGE**

### **Notification**

- 35:01 The Employer shall notify the Union at least six months in advance of the general nature of any technological changes that may affect the employment of employees in the Bargaining Unit.

At least two months prior to the introduction of the aforementioned technological changes, the Employer will convene a meeting(s) with the Union to discuss the technological changes, including:

- (a) the names and classifications of employees who may be affected by the technological changes;
- (b) plans the Employer may be considering for re-training and/or re-locating the affected employees;

The establishment of new job classifications resulting from technological change will be in accordance with Article 23:09.

### **Layoff – Technological Change**

- 35:02 No regular employee shall be dismissed by the Employer because of mechanization or technological changes. An employee who is displaced by such change will be offered employment elsewhere by the Employer in the same classification and at the same salary. If the employee does not accept such transfer, the employee shall then be subject to the layoff procedure. In the event the employee disagrees with the transfer, the employee shall have the right to submit a grievance at Step Two of the Grievance Procedure.

### **Training Benefits – Technological Change**

35:03 In the event the Employer should introduce new methods or machines which require new or greater skills than are possessed by present employees, such employees shall, at expense of the Employer, be given a reasonable period of time during which they may perfect or acquire the skills necessitated by the method of operations. There shall be no change in salary rates or wages during the training period of such employees and no reduction of pay upon being reclassified in the new position. Any employee failing to qualify thereafter shall be reassigned to another position.

### **Major Organizational Change**

35:04 The Employer will provide the Union with notice of any major organizational change six (6) weeks prior to its implementation. The Employer will meet with the Union to discuss the general nature of the change and the effect of the major organizational change on the employees in the department(s) affected. Major Organizational Change shall be defined as the elimination, amalgamation, or creation of a department or departments.

## **ARTICLE 36: UNION/MANAGEMENT COMMITTEE**

36:01 The Union and the University acknowledge the mutual benefit of open two-way communication. Therefore, 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 have otherwise 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, a written agenda fourteen (14) calendar days before the upcoming meeting. The University will discuss the agenda items with senior University representatives, as appropriate, and may invite such representatives to the meeting in order to address specific items on the agenda. Such items may include any known issue(s) that will potentially impact the bargaining unit and/or its members. 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 (2) persons so designated shall alternate presiding over meetings.

## **ARTICLE 37: OCCUPATIONAL HEALTH AND SAFETY**

### **Health and Safety Committee**

37:01 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 Parties further agree that there will no longer be alternates designated for this committee. The President of CUPE Local 1230 and the Library Manager Human Resources shall be ex-officio members of the Committee. The Committee shall meet at intervals of not less 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.

37:02 The Employer will provide the Committee with copies of accident reports related to members of the Full-Time and Part-Time Bargaining Unit and the Student Casual Bargaining Unit.

- 37:03 The Employer agrees to provide a guideline for the use of visual display terminals, the details of which are set out in Schedule IX.
- 37:04 The University is committed to the prevention of illness or injury through the provision and maintenance of healthy and safe conditions on its premises. The University endeavors 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, practises 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.

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**

- 37:05 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.

### **Ergonomic Assessment**

- 37:06 Where an employee makes a request for an ergonomic assessment, the Employer shall initiate the ergonomic assessment process within ten (10) working days of such a request being submitted in writing to the employee's supervisor.



### **Personal Protective Equipment**

37:07 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.

### **Pregnancy**

37:08 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.

37:09 One worker member appointed or elected by the Union may become a certified worker representative on the Committee if requested by the Union. The Employer agrees to pay the cost for the basic level 1 core certification programme and certification refresher course every three (3) years and will first look to provide in-house training through Environmental Health and Safety.

## **ARTICLE 38: TRAINING / CAREER DEVELOPMENT**

### **Departmental Training**

38:01 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**

38:02 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 and as such, Article 24 does not apply; 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 39: MODIFICATION OR TERMINATION**

39:01 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

- 39:02 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.
- 39:03 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.
- 39:04 The Parties agree to finalize the renewal Collective Agreement within six (6) months of the date of its ratification.

## ARTICLE 40: OFFICE UNION SPACE

- 40:01 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.

**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 December 01, 2017.

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

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*Vice-President, Human Resources & Equity*

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*Secretary of Governing Council*

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1230 (FULL-TIME), BY:**

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*President*

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*National Representative*



<b>Sr. Acquisitions Associate</b>	774	5U	A	\$ 55,670	\$ 57,788	\$ 60,015	\$ 57,040	\$ 59,210	\$ 61,491	\$ 58,181	\$ 60,394	\$ 62,721	\$ 59,344	\$ 61,602	\$ 63,975
<b>Business Office Project Specialist</b>	783		M	\$ 4,639.19	\$ 4,815.70	\$ 5,001.21	\$ 4,753.31	\$ 4,934.17	\$ 5,124.24	\$ 4,848.38	\$ 5,032.85	\$ 5,226.73	\$ 4,945.34	\$ 5,133.51	\$ 5,331.26
<b>Derived Cataloguer</b>	786		D	\$ 214.12	\$ 222.26	\$ 230.83	\$ 219.38	\$ 227.73	\$ 236.50	\$ 223.77	\$ 232.29	\$ 241.23	\$ 228.25	\$ 236.93	\$ 246.06
<b>Derived Cataloguer &amp; Sr. Access Serv.Asc</b>	787														
<b>Digital Collections Programmer/Analyst</b>	788														
<b>Help Desk Advisor</b>	789														
<b>Preservation Specialist</b>	790														
<b>Resource Sharing Specialist</b>	791														
<b>Serials Acquisitions Specialist</b>	793														
<b>Web Designer</b>	794														
<b>Procurement Specialist</b>	862														
<b>Sr. Acquisitions/Administration Associate</b>	890														
<b>Administrative/Technical Support Associate</b>	892														
<b>Sr. Reference &amp; Accessibility Services Associate</b>	897														
<b>Sr. Access &amp; Access Services Associate</b>	1366														
<b>Access/Information Services Specialist</b>	781	4U	A	\$ 59,969	\$ 62,316	\$ 64,774	\$ 61,444	\$ 63,849	\$ 66,368	\$ 62,673	\$ 65,126	\$ 67,695	\$ 63,926	\$ 66,428	\$ 69,049
<b>Acquisitions Specialist</b>	782		M	\$ 4,997.39	\$ 5,192.97	\$ 5,397.86	\$ 5,120.33	\$ 5,320.71	\$ 5,530.65	\$ 5,222.73	\$ 5,427.13	\$ 5,641.26	\$ 5,327.19	\$ 5,535.67	\$ 5,754.09
<b>Serials Access Specialist</b>	792		D	\$ 230.65	\$ 239.68	\$ 249.13	\$ 236.32	\$ 245.57	\$ 255.26	\$ 241.05	\$ 250.48	\$ 260.37	\$ 245.87	\$ 255.49	\$ 265.57
<b>Computer Systems Specialist</b>	795														
<b>Graphic Designer</b>	798														
<b>Original Cataloguer</b>	799														
<b>Orig. Cataloguer &amp; Reference Specialist</b>	800														
<b>Reference Specialist</b>	801														
<b>Sr. Serials Acquisitions Specialist</b>	802														
<b>Customer Support Associate</b>	850														
<b>Media Specialist</b>	896														
<b>Sr. Resource Sharing Specialist</b>	900														
<b>EResources Specialist</b>	1799														
<b>Scholarly Comm &amp; Copyright Licensing Spc</b>	1800														
<b>Reading Room Coordinator &amp; Derived Catal</b>	1808														
<b>Conservator</b>	803	3U	A	\$ 65,817	\$ 68,734	\$ 71,793	\$ 67,436	\$ 70,425	\$ 73,559	\$ 68,785	\$ 71,833	\$ 75,030	\$ 70,160	\$ 73,270	\$ 76,531
<b>Facilities, Shipping&amp;Receiving Lead Hand</b>	804		M	\$ 5,484.74	\$ 5,727.83	\$ 5,982.75	\$ 5,619.67	\$ 5,868.73	\$ 6,129.92	\$ 5,732.06	\$ 5,986.11	\$ 6,252.52	\$ 5,846.70	\$ 6,105.83	\$ 6,377.57
<b>Executive Asst (Admin&amp;Technical Support)</b>	797		D	\$ 253.14	\$ 264.36	\$ 276.13	\$ 259.37	\$ 270.86	\$ 282.92	\$ 264.56	\$ 276.28	\$ 288.58	\$ 269.85	\$ 281.81	\$ 294.35
<b>Sr. Media Specialist</b>	895														
<b>Metadata Prod and Elec Access Specialist</b>	1881														
<b>Help Desk Analyst</b>	805	2U	A	\$ 72,437	\$ 77,285	\$ 82,309	\$ 74,218	\$ 79,187	\$ 84,334	\$ 75,703	\$ 80,770	\$ 86,020	\$ 77,217	\$ 82,386	\$ 87,741
			M	\$ 6,036.38	\$ 6,440.46	\$ 6,859.06	\$ 6,184.87	\$ 6,598.89	\$ 7,027.80	\$ 6,308.57	\$ 6,730.87	\$ 7,168.35	\$ 6,434.74	\$ 6,865.49	\$ 7,311.72
			D	\$ 278.60	\$ 297.25	\$ 316.57	\$ 285.46	\$ 304.56	\$ 324.36	\$ 291.16	\$ 310.66	\$ 330.85	\$ 296.99	\$ 316.87	\$ 337.46
<b>Computer Systems Admin.(Libr. Info.Syst)</b>	806	1U	A	\$ 79,681	\$ 83,259	\$ 87,025	\$ 81,641	\$ 85,307	\$ 89,166	\$ 83,274	\$ 87,013	\$ 90,950	\$ 84,939	\$ 88,753	\$ 92,769
<b>Sr Technology Support Administration</b>	1766		M	\$ 6,640.05	\$ 6,938.21	\$ 7,252.11	\$ 6,803.40	\$ 7,108.89	\$ 7,430.52	\$ 6,939.46	\$ 7,251.07	\$ 7,579.13	\$ 7,078.25	\$ 7,396.09	\$ 7,730.71
			D	\$ 306.46	\$ 320.23	\$ 334.71	\$ 314.00	\$ 328.10	\$ 342.95	\$ 320.28	\$ 334.66	\$ 349.81	\$ 326.69	\$ 341.36	\$ 356.80

(\*) where A - Annual Rate, M - Monthly Rate, D - Daily Rate

**Progression**

Each new Full-Time employee shall be progressed one (1) salary step higher, on July 1st of each year, than the step at which the employee was hired after the completion of three (3) months of service, providing that completion of such service is prior to July 1st of that year. Progression of rates to the next higher step shall occur annually on July 1st of each year for all other employees.

Each regular Part-Time employee shall be progressed one (1) salary step higher upon completion of 1,863 hours of work since their last progression.

**SCHEDULE II: PENSION PLAN**

The Employer and the employees shall continue to make contributions to the Pension Plan for Staff of the University of Toronto in accordance with the provisions and regulations of the said plan during the term of this Agreement.

Employees who become eligible shall be enrolled in the said Pension Plan on the date of eligibility. Notwithstanding, the Employer shall have the right to amend or change the said Pension Plan during the term of the Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

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

The Employer and the employees shall continue to make contributions to the University of Toronto Long-Term Disability Plan for Members of the Academic and Administrative Staff in accordance with the provisions and regulations of the said plan during the term of this Agreement. Participation in the said Long-Term Disability Plan is mandatory for all members of the Bargaining Unit. The Employer shall have the right to amend or change the said Long-Term Disability Plan during the term of the Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

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**SCHEDULE IV: GROUP LIFE AND SURVIVOR INCOME PLAN**

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

The Employer shall have the right to amend or change the said Group Life and Survivor Income Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

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**SCHEDULE V: DENTAL CARE PLAN**

The Employer agrees to contribute not less than eighty (80) percent of the premiums for employees participating in the University of Toronto Dental Care Plan.

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

Participation in the Dental Care Plan is mandatory for all members of the Bargaining Unit, with the following exception: employees who have dental insurance coverage through their spouse will be exempted from participation. The Employer will not be required to make any payment in lieu of premiums to any employee who is thus exempt from participation in the Dental Care Plan.

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**SCHEDULE VI: EXTENDED HEALTH CARE**

The Employer agrees to contribute not less than seventy-five (75) percent of the billed rates of premiums for employees participating in the University of Toronto Extended Health Care Plan.

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

Employees will be covered for hearing @ \$500/1 ear; \$1000/2 ears every 3 years.

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**SCHEDULE VII: JOINT MEMBERSHIP PLAN**

The University agrees that regular Full-Time and Part-Time employees who are members of the Canadian Union of Public Employees, Local 1230 Bargaining Unit, are eligible for membership in the Joint Membership Plan for staff of the University of Toronto subject to the provisions established with respect to such membership.

The Employer shall have the right to amend or change the said Joint Membership Plan during the term of this Agreement. Should it become necessary to amend or change the said plan, the Employer will discuss such amendments or changes that have been made to the said plan with the Union.

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**SCHEDULE VIII: VISION CARE PLAN**

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

Increase coverage for eligible eyewear (which includes contact lenses and prescription sunglasses) to a combined maximum of \$300 (July 1, 2012) and \$350 (July 1, 2013), and \$400 (July 1, 2016) twenty four (24) months per family member as soon as practical.

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

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

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**SCHEDULE IX: VISUAL DISPLAY TERMINAL**

The University 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 guideline 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.

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**SCHEDULE X: 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 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.

## EARLY RETIREMENT BRIDGE BENEFIT OUTSIDE OF THE PENSION PLAN - CUPE 1230

Available to actively employed members who are eligible to retire with an Unreduced Early Retirement Pension under the 60/80 provision of the Pension Plan as of December 31, 2018, and who apply and are accepted as part of the CAPPED BRIDGE BENEFIT POOL for CUPE 1230 early retirements effective on December 31, 2018.

The amount of the CAPPED BRIDGE BENEFIT POOL shall be capped at an amount equivalent to the unused portion, if any, of the \$100,000 total overall expenditure under the Voluntary Retirement Incentive Program remaining following its implementation. For clarity, the total overall expenditure under both programs, i.e. Voluntary Retirement Incentive Program AND Early Retirement Bridge Outside of the Pension Plan, shall not exceed \$100,000.

The Lump Sum Amount shall be used to determine the value of each accepted application.

Applications will be accepted on a first come first accepted basis between October 1 and October 31, 2018.

Applications will no longer be accepted upon expenditure of the CAPPED BRIDGE BENEFIT POOL, or October 31, 2018, whichever occurs first. Once accepted in writing under the CAPPED BRIDGE BENEFIT POOL, the application for early retirement is irrevocable.

A Member who is part of the POOL must elect, prior to December 31, 2018, to take the Bridge Benefit in the form of:

A monthly payment on the 28th of each month from date of Early Retirement up to and including the month prior to the member's 65th birthday; OR

A lump sum retiring allowance at the date of early retirement, tax sheltered to the extent possible under the provisions of the *Income Tax Act*.

Amount per year of continuous employment service	\$200	\$17	Complete years of payments to age 65 *						
			Completed Years of Continuous Service	Annual Amount	Monthly Amount	1	2	3	4
16	\$3,200	\$267		\$3,136					
17	\$3,400	\$283		\$3,332	\$6,385				
18	\$3,600	\$300		\$3,528	\$6,761	\$9,688			
19	\$3,800	\$317		\$3,724	\$7,136	\$10,226	\$12,966		
20	\$4,000	\$333		\$3,920	\$7,512	\$10,764	\$13,648	\$16,140	
21	\$4,200	\$350		\$4,116	\$7,888	\$11,302	\$14,330	\$16,947	
22	\$4,400	\$367		\$4,312	\$8,263	\$11,840	\$15,013	\$17,754	
23	\$4,600	\$383		\$4,508	\$8,639	\$12,379	\$15,695	\$18,561	
24	\$4,800	\$400		\$4,704	\$9,014	\$12,917	\$16,378	\$19,368	
25	\$5,000	\$417		\$4,900	\$9,390	\$13,455	\$17,060	\$20,175	
26	\$5,200	\$433		\$5,096	\$9,766	\$13,993	\$17,742	\$20,982	
27	\$5,400	\$450		\$5,292	\$10,141	\$14,531	\$18,425	\$21,789	
28	\$5,600	\$467		\$5,488	\$10,517	\$15,070	\$19,107	\$22,596	
29	\$5,800	\$483		\$5,684	\$10,892	\$15,608	\$19,790	\$23,403	
30	\$6,000	\$500		\$5,880	\$11,268	\$16,146	\$20,472	\$24,210	
30+	\$6,000	\$500		\$5,880	\$11,268	\$16,146	\$20,472	\$24,210	

\* Lump Sum Amount will be interpolated for partial years. A lump sum retiring allowance at the date of early retirement, tax sheltered to the extent possible under the provisions of the *Income Tax Act*.

**VOLUNTARY RETIREMENT INCENTIVE PROGRAM**

The University will provide a one-time-only Retiring Allowance payment equivalent to two (2) months of base wages to employees who apply and are approved on the following basis:

- i) Total overall expenditure for all payments under this plan shall not exceed \$100,000.
- ii) Only employees who are eligible for an unreduced pension as of the date that their retirement would take effect, in accordance with (iii) below, will be eligible to apply for the Retiring Allowance.
- iii) Commencing February 1, 2018, and ending March 30, 2018, the University will accept applications from eligible employees for retirement on or after May 31, 2018, but no later than September 30, 2018.
- iv) Applications submitted during the time period set out in (iii) above will be approved at the end of the period, in order of the applicants' seniority until the total cost of the Retiring Allowances reaches \$100,000 (or less, in the event that approving one additional Retiring Allowance would result in the total cost exceeding \$100,000).
- v) Once an application has been approved, the employee's retirement date shall be irrevocable. The Employer will notify each applicant whether their application was approved or not. Any employee whose application for the Retiring Allowance is not approved will have the option to rescind their application for retirement.
- vi) For clarity, the number of employees approved for the Retiring Allowances shall be such that the total cost of their Retiring Allowances does not exceed \$100,000.
- vii) This Retirement Incentive Program is intended to replace the Early Retirement Bridge Benefit Outside of the Pension Plan. However, if this Program is undersubscribed and a portion of the \$100,000 remains following its implementation that is sufficient to provide a benefit under the Early Retirement Bridge Benefit Outside of the Pension Plan, then this remaining unused portion will be allocated to the Early Retirement Bridge Benefit. For clarity, the total overall expenditure under both programs, i.e. Voluntary Retirement Incentive Program AND Early Retirement Bridge Benefit Outside of the Pension Plan, shall not exceed \$100,000.

**LETTER OF INTENT: REPLACEMENT OF FULL-TIME EMPLOYEES OR REGULAR PART-TIME**

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,

It is not the intention of the Employer to hire Student Casual employees to replace full-time or regular part-time staff in the Bargaining Unit.

Yours truly,

Alexander Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: INFORMATION REGARDING EMPLOYEE BENEFITS**

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,

It was agreed that access to information contained in master policies concerning the benefits provided in Schedule II (Pension Plan), Schedule III (Long-Term Disability Plan), Schedule IV (Group Life and Survivor Income Plan), Schedule V (Dental Care Plan), and Schedule VI (Extended Health Care Plan) of the Collective Agreement shall be arranged through the Director of Labour Relations upon receipt of a written request from the National Representative of the Canadian Union of Public Employees, Local 1230.

Yours truly,

Alexander Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: PROVISION OF OFFICE SPACE**

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,

Further to Article 40:01 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

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 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 schedule 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: HARASSMENT AWARENESS WORKSHOP**

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 recognize that they have a joint responsibility with respect to safety in the workplace. During the life of the current Collective Agreement, the Parties agree to meet with a view to organizing and conducting an information workshop to address the issues of harassment in accordance with the *Human Rights Code*, Collective Agreement, the University's Workplace Harassment Program (including the University's *Human Resources Guideline on Civility Conduct*, and the University's *Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment* and the University's Sexual Violence and Sexual Harassment Policy. Arrangements will be made for Regular Part-Time employees to attend the workshop at no loss of earnings.

The workshop, which may be approximately two and one half (2½) to three (3) hours in duration, will be conducted by instructors from the Union and may involve the participation of University Human Resources and Equity officers.

The first session of the workshop will be offered to Union officials and Library supervisory staff.

Yours truly,

Alexander Brat  
Executive Director, Labour Relations



**LETTER OF INTENT: PENSION INFORMATION**

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 will provide to the Union all information as required under the *Pensions Benefits Act of Ontario*. Such information will be provided in a timely fashion and shall include plan documentation, plan amendments, actuarial reports, and financial statements.

It is further agreed that the University shall meet with representatives of CUPE within three (3) months of providing such information to discuss the material and answer questions concerning the Pension Plan.

It is also agreed that the University will conduct pension information sessions for the Bargaining Unit membership annually during the life of this agreement.

Yours truly,

Alexander Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: ACCOMMODATION**

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 Employer and the Union are committed to the continuation of the delivery of the Accommodation Training Workshop which was jointly developed in order to educate employees and managers of their rights, responsibilities and benefits in the area of Accommodation, Long Term Disability, WSIB and Return to Work. The content of said workshop will be maintained to ensure that the materials are up to date and relevant.

The Employer is committed to discussing accommodation, Long Term Disability, WSIB and Return to Work together with the Union or the Union accommodation representatives in order to address current systemic or process issues/concerns (not individual cases).

Yours truly,

Alexander Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: EDUCATIONAL ASSISTANCE**

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 agrees that employees in the Bargaining Unit shall be entitled to the benefits of the Educational Assistance policy, attached thereto.

It is agreed that the University may amend the aforesaid Policy from time to time.

Yours truly,

Alexander Brat  
Executive Director, Labour Relations

## EDUCATIONAL ASSISTANCE POLICY

### INTRODUCTION

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

### TERMS OF REFERENCE

Qualifying staff members referred to below are those staff who are eligible in terms of University service (described under ELIGIBILITY) and have academic acceptability by the Faculty, School, Centre, etc., from where the course is to be taken and the approval of the Department Head before beginning the course as described under PROCEDURES.

### ELIGIBILITY

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

### PROVISIONS

1. One hundred (100%) percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking:

- a) a University of Toronto degree course, up to and including the Master's level. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee. For Master's level programmes the tuition waiver shall be limited to the part-time programme fee or three thousand (\$3,000) dollars per academic year, whichever is less. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or three thousand (\$3,000) dollars per year, so long as the employee has already received a tuition waiver under this policy; or
- b) a University of Toronto course taken as part of the "academic bridging" programme, or
- c) a University of Toronto course taken as a "special student"; or
- d) a diploma or certificate programme offered through Woodsworth College or other University of Toronto academic divisions, for which students are registered as University of Toronto students and receive diploma at Convocation in accordance with the University Policy on Diploma and Certificate Programmes. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee.
- e) courses offered by the School of Continuing Studies that are work or job related, up to a maximum of seven hundred and fifty (\$750) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of three hundred and fifty (\$350) dollars per course, with a combined maximum of four (4) courses per academic year.

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

2. Fifty (50%) percent Tuition Reimbursed

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

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

**LETTER OF INTENT: TUITION WAIVER FOR DEPENDANTS**

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 agrees that dependants of employees in the Full-Time and Part-Time Bargaining Unit shall be entitled to the benefits of the Tuition Waiver for Dependants Policy attached hereto. It is agreed that the University may amend the aforesaid Policy from time to time.

Yours truly,

Alexander Brat  
Executive Director, Labour Relations

## TUITION WAIVER FOR DEPENDANTS POLICY

### INTRODUCTION

In order to assist staff members who have dependants or a spouse who wish to pursue university studies, toward their first undergraduate degree or certificate, the University will extend a waiver of the academic tuition fee for specific University of Toronto programmes.

### TERMS OF REFERENCE

An eligible spouse or dependant must have met the admission requirements for the qualifying programme and have followed the normal procedures regarding application for admission and registration before application is made for tuition waiver.

For the purposes of this policy:

- Dependant shall mean the natural, legally adopted, step or foster child of the employee who is not engaged in active employment and is dependent on the employee or employee's spouse for financial support and is under the age of twenty five (25);
- Spouse shall mean spouse as defined in the Ontario *Human Rights Code* as amended by the *Spousal Relationship Statute Law Amendment Act, 2005*;
- Academic tuition fee by definition excludes application, registration, service, examination and other incidental fees.

### ELIGIBILITY

This benefit is available to:

- Staff members of the University, Full-time or Part-time of twenty-five (25%) percent or more, or sessionals. In the case of Part-Time staff members, the benefit will be pro-rated in accordance with the part-time appointment.
- Staff members on approved leave of absence who have a commitment to return to their job, who are maintaining enrollment in all benefits programs.
- Dependents, spouse or partner proceeding towards a degree or first certificate in qualifying programmes (not Special Students). Qualifying programs are described under PROVISIONS (below).

### PROVISIONS

Eligible dependants will have their academic tuition fee waived for each academic year of the programme until the degree is awarded.

The academic tuition fee waiver is applicable to programmes which lead to a first undergraduate degree or certificate and which do not require prior undergraduate preparation since admission is normally gained directly from high school to the program of study. In cases where the program requires undergraduate preparation, only the undergraduate courses taken as part of the preparation are eligible.

For clarity, the fee waiver is applicable to the Transitional Year Programme and the Academic Bridging Programme.

Programmes in the following areas are also not eligible:

Royal Conservatory of Music

School of Continuing Studies

Woodsworth College Diplomas

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

Questions concerning this policy should be directed to the appropriate local Human Resources Department.

The value of the tuition waiver under this provision is a taxable benefit to the employee.



**LETTER OF INTENT: BIOMETRICS**

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 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: MEMORANDUM OF AGREEMENT: ADJUSTMENT OF HOURS- REGULAR PART-TIME EMPLOYEES**

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,

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: JOB-RELATED TRAINING AND DEVELOPMENT FUND**

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 are committed to supporting the job-related training and development needs of the employees in the bargaining unit, in accordance with Article 38:02 of the Full-Time and Part-Time Collective Agreement. In this regard, during the term of the 2017 – 2020 renewal Collective Agreement, the parties agree to form a Working Group comprised of three (3) representatives from the University and three (3) representatives from the Union. The parties agree that the Working Group will meet on a quarterly basis during the term of this Collective Agreement.

The Working Group will discuss ways to provide job-related training and development opportunities to the employees in the bargaining unit. In support of this, the University will establish a training fund in the amount of \$25,000 for the term of the 2017 – 2020 Collective Agreement. The Fund will be administered by the University and recommendations from the Working Group will be given due consideration in determining how the fund will be utilized. The Working Group will be provided with data on utilization of the Fund in advance of the quarterly meetings to enable meaningful discussions.

Yours truly,

Alexander Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: TERM POSITIONS THAT ARE GRANT FUNDED AND/OR FUNDED FROM OUTSIDE THE CENTRAL LIBRARY'S BASE BUDGET**

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,

If the Employer creates a term position that is grant funded and/or funded from outside the Central Library's base budget, or a term position to replace an employee who has been elected as CUPE Local 1230 President, then all provisions of the Collective Agreement shall apply to such term positions except Article 18. Such term positions may be extended at the discretion of the Employer and extensions shall not be subject to job posting under Article 23.

In the event that such a position is ended by the Employer earlier than the end date specified in the offer of employment, then the employee shall be provided with ten (10) working days of notice or pay in lieu of notice.

Such positions shall not be used to replace regular full-time or regular part-time positions in the bargaining unit.

If the same position is posted as a regular full-time or regular part-time position in the bargaining unit, then the provisions of Article 16:01 (c) shall apply.

Yours truly,

Alexander Brat  
Executive Director, Labour Relations

**LETTER OF INTENT: VOLUNTARY RETIREMENT INCENTIVE PROGRAM AND EARLY RETIREMENT  
BRIDGE BENEFIT OUTSIDE OF THE PENSION PLAN – REMAINING FUNDS**

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,

If any funds remain in the \$100,000 CAPPED BRIDGE BENEFIT POOL following the implementation of both the Voluntary Retirement Incentive Program and the Early Retirement Bridge Benefit Outside of the Pension Plan, then the Parties shall meet to discuss whether and how any of the remaining funds may be utilized to provide additional retirement incentives to eligible employees.

Yours truly,

Alexander Brat  
Executive Director, Labour Relations

**LETTER OF UNDERSTANDING: EMPLOYMENT EQUITY**

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,

To act on its commitment to employment equity under both the Federal Contractors Program and the University's Employment Equity Policy the University agrees to form a joint Employment Equity Advisory Committee with the Union. The Committee will be composed of two (2) representatives each of the Union and the University. The Committee's mandate shall be to make recommendations to the Vice President Human Resources and Equity regarding the continuing achievement of employment equity within the Bargaining Unit. Such recommendations may include changes to policies and/or practices or the implementation of special programs. The Parties may further define their mandate in the first year after the Committee has been established.

Until such a committee is established the Parties agree that matters related to Employment Equity may be included among agenda items discussed at the Labour Management meetings.

During the life of the Collective Agreement the University will also explore with CUPE 1230 and its other staff Bargaining Units the formation of a university-wide Staff Employment Equity Advisory Committee. The Committee would be responsible for making recommendations to the Vice President Human Resources and Equity regarding the continuing achievement of employment equity at the University. The Union agrees to participate should the University move forward with the establishment of such a committee. Details regarding the number of representatives from each Bargaining Unit and the mandate of the committee would be determined by all of the Parties during the life of the Collective Agreement.

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

**LETTER OF AGREEMENT: EMPLOYEE CHILD CARE BENEFIT PLAN – REGULAR PART-TIME EMPLOYEES**

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 Parties agree that Part-Time Appointed employees will have access to the Full-Time Employee Child Care Benefit on the same basis as Full-Time Employees, to a maximum of one thousand dollars (\$1000) per year.

Yours truly,

Alexander Brat  
Executive Director, Labour Relations



**LETTER OF AGREEMENT: IMPACT OF EMPLOYMENT INSURANCE LEGISLATIVE CHANGES**

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,

During the 2017 round of collective bargaining, the parties discussed amendments to the *Employment Insurance (EI) Act* reducing the waiting period to receive benefits under the EI Act from two weeks to one week for pregnancy and parental leaves, as well as the impact of that reduction on the payments made by the University to employees taking pregnancy, parental, and primary caregiver leaves under the Collective Agreement.

Under the terms of the Collective Agreement in place up to the current round of negotiations, the University compensated employees taking pregnancy leave, parental leave, and primary caregiver leave at 95 per cent of their weekly salary for the two week waiting period for pregnancy or parental leave benefits. Therefore, the legislative changes result in the elimination of one week of leave with 95 per cent of salary for such employees.

The parties agree that an employee who is entitled to and provided with salary during the one week waiting period and top up pursuant to Articles 19:03(b), 19:04(d) or 19:05(c), will receive one paid week of leave ("Parental Transition Week") immediately following the end of their EI pregnancy or parental leave (the end of their combined leave for employees who take both pregnancy and parental leave). This Parental Transition Week will be in addition to the leave entitlements set out in Articles 19:03(a), 19:04(a) and/or 19:05(a).

During the Parental Transition Week, employees will be paid 100 per cent of their weekly salary, whereas the eliminated week during the EI waiting period had been compensated at 95 per cent.

Yours truly,

Alex 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.

## APPENDIX C: GUIDELINES FOR FLEXIBLE HOURS

### BACKGROUND

Flexible hours is a system that permits employees to obtain a degree of personal freedom in their working hours within certain limits and always with the stipulation that the requirements of the job be fulfilled. Where it is appropriate, staff members may start and stop work at any time during the flexible period (as established by the department) at the beginning and the end of the working day. Depending on work requirements or personal preference, the employee decides when to start and stop work each day. Staff members are required to be present when scheduled or during a "core period" (as established by the department), which represents the minimum number of hours employees are expected to work each day. Employees must work a certain number of hours in a given period (as established by the department). Where the given period is two weeks or longer, an employee may accumulate "credit" hours or "debit" hours, which may be carried over to the next accounting period and either used in time off (credits) or made up (debits).

The concept as a policy has been accepted by the Canadian Union of Public Employees, Local 1230, Full-Time and Part-Time Bargaining Unit and the University.

- (1) The work of the department must not be adversely affected.
- (2) The department must be open for service in its normal work period.
- (3) Participation by staff members is voluntary.
- (4) Full-Time employees will normally work a 5-day week (i.e., the University is not adopting a compressed work week of four (4) or four and a half ( $4^{1/2}$ ) days) and employees may not take time off work in half-day or full-day increments in accordance with these Guidelines for Flexible Hours

These provisions form the basis for the following guidelines. These guidelines will be reviewed by the Employer and the Union after one (1) year of operation.

### GUIDELINES

#### 1. Personnel Included

All permanent Full and Part-Time employees may participate. New employees in the probationary period may vary starting and stopping times, subject to training requirements, but must work the standard number of hours per day without accumulating credit time or debit time. Casual employees are excluded. Those staff who choose not to participate will work standard hours.

#### 2. Core Time

Each employee must be present at the employee's position during the established core period, or when assigned by schedule in individual areas.

#### 3. Accounting Time

A 4-week accounting period will be used. Since standard hours of work are seven and one-quarter ( $7^{1/4}$ ) hours per day (six and three-quarters ( $6^{3/4}$ ) hours in July and August), five (5) days per week, the total number of hours worked in one accounting period will be one hundred and forty-five (145) hours (one hundred and thirty-five (135) hours in July and August). Public service departments will follow established arrangements for nights and weekends. This will be pro-rated to appointment status as required for Part-Time employees.

#### 4. Recording Time

Hours of work must be recorded. This is done by the use of time-recording equipment or a manually kept record.

#### 5. Meal Break

This may not be less than thirty (30) minutes. It may be as long as two (2) hours, depending on the demands of work to be done. Time needed in excess of this will be at the discretion of the supervisor.

#### 6. Rest Periods

The policy in force is as follows:

**Collective Agreement** - *"All employees shall be entitled to a fifteen (15) minute rest period both in the first half and second half of the shift."*

#### 7. Credits and Debits

These are calculated at the end of the accounting period when the number of hours worked varies from the required number of hours to be worked. No one can have a credit of more than fifteen (15) hours, or a debit of more than ten (10) hours, at the end of a given accounting period. Credit hours in excess of 15 hours will be forfeit. Debit hours in excess of ten (10) hours for two (2) consecutive accounting periods will be considered as absence without pay. If a debit in excess of ten (10) hours continues for a third consecutive accounting period, the person should be removed from the privilege of flexible hours.

Credit hours being used may not be taken during core hours or when assigned by schedule except with the prior approval of one's supervisor. Credit hours can be used during the following accounting period by working shorter daily hours outside of the core or scheduled periods, having informed one's supervisor.

#### 8. Length of Working Day

Depending on the nature of the work, the employee should work only as long as the employee can work effectively. Ideally, this should not exceed eight (8) hours per day, but it is recognized that some circumstances may allow longer periods of work without impairing effectiveness. In such circumstances, the employee is required to obtain their supervisor's approval prior to working in excess of eight (8) hours per day. Such circumstances shall not attract overtime or premium pay.

#### 9. Overtime

The policy in force is:

**Collective Agreement - Summarized:** *Authorized overtime shall be paid at the rate of time and one-half the regular rate of wages. Authorized overtime on Sundays shall be paid at the rate of two (2) times the regular rate.*

An employee may not claim overtime pay for hours worked voluntarily in excess of the required number of hours

#### 10. Vacation, Sickness, Paid Personal Leave

Time away from work for these categories will be considered as hours worked (i.e., seven and one-quarter ( $7^{1/4}$ ) hours per day; six and three-quarters ( $6^{3/4}$ ) hours in July and August), and must be reported according to standard procedures so that credit may be obtained. Illness of less than a day will be credited on the basis of the length of the standard working day (e.g., an employee starting

work at 9:30 a.m. and going home at 1:00 p.m. will be credited with a further three and three-quarters ( $3\frac{3}{4}$ ) hours to total seven and one-quarter ( $7\frac{1}{4}$ ) hours; three and one-quarter ( $3\frac{1}{4}$ ) hours to total six and three-quarters ( $6\frac{3}{4}$ ) in July and August).

All employees should notify supervisors of unplanned absences in accordance with Article 22:03 of the Collective Agreement.

#### **11. Absence Without Pay**

The present policies applicable to leave of absence without pay will apply. Such time must be recorded as hours worked so that the employee does not accumulate debits for an approved leave of absence

#### **12. Work Outside the Usual Working Area**

If an employee is working in the usual area for only part of the day, normal procedures for recording hours must be observed. Credit for the remaining time will be agreed on with the immediate supervisor. Where there is no attendance at all in the usual area, a claim for credit will be made.

#### **13. Responsibility for Compiling Balance Sheets**

Balance sheets are compiled within the individual departments by the person responsible for keeping Human Resources records.

#### **14. Terminating or Transferring Employees**

Terminating employees must balance any debit or credit hours before leaving. Any credit not taken will be forfeited. Any debit will be deducted from the employee's final pay. Wherever possible, transferring employees are to balance their debit/credit hours before moving to a new department.

#### **15. Misuse of Flexible Hours**

If misuse is persistent, the employee will be denied the privilege of flexible hours, after suitable warnings have been issued.

**APPENDIX D: EMPLOYEE CHILD-CARE BENEFIT PLAN**

Members with a dependent eligible child under the age of seven will be eligible for reimbursement of child-care expenses as follows:

- (a) The maximum half-day reimbursement will be \$10.00 per day. A half-day is defined as a minimum of four (4) hours to a maximum of six (6) hours of care, or where the parent is being charged a half-day rate by the child care provider.
- (b) The maximum full-day reimbursement will be \$20.00 per day. A full-day rate is defined as six (6) or more hours of care, or where the parent is being charged a full-day rate.
- (c) Reimbursement is limited to fifty percent (50%) of the lesser of (i) the amount actually paid; and (ii) the usual and customary amount charged by the service provider for the same child care services. Between January 1 and February 1, 2010, and between January 1 and February 1 of subsequent calendar years, members must provide to the University, in a single package, detailed receipts substantiating the child care expenses in respect of which reimbursement is sought for the previous calendar year along with proof of payment (e.g., credit card receipt, front and back of cancelled cheque, or a validated receipt). Reimbursement in respect of a calendar year shall be made in one lump sum cash payment, less applicable withholdings, if any.
- (d) Reimbursement will be made only for child care expenses (as defined in the ITA) incurred by the Member. The University makes no representations as to whether a deduction from income is available under the ITA in respect of any amounts paid or payable under this plan.
- (e) If both parents are eligible for reimbursement under this plan, only one shall be entitled to claim reimbursement under this plan in a calendar year.
- (f) The plan maximum of \$2,000 per child will be provided annually, based on a calendar year. This amount will be pro-rated for less than Full-Time equivalent employment to a maximum of \$1,000. A Member who has been appointed for less than the full calendar year shall be entitled to a pro-rated amount for that year. There are no carry-over provisions if the full \$2,000 is not used in any given year.
- (g) The terms "child care expense" and "eligible child" in this plan shall have the meanings given to them in subsection 63(3) of the ITA. The term "child" shall have the extended meaning given to that term in subsection 252(1) of the ITA such that, where used in this plan, the term "child" shall include a natural, step, common-law or adopted child or ward under the age of seven.
- (h) Payments to be made by the University under this plan shall be paid solely out of the general operating monies of the University. The University shall not be required to contribute or set aside any amounts to a separate fund or account to satisfy its obligations under this plan, or otherwise secure its obligations under this plan. The value of the annual eligible claims under this plan shall not exceed \$16,000. If, in a given year, the value of the eligible claims under this plan is greater than \$16,000, all claims will be reimbursed on a pro-rated basis. If in a given year, the total value of the eligible claims under this plan is less than \$16,000, the excess amount shall be carried forward and added to the notional value of the eligible claims for the following calendar year.

## APPENDIX E: JOB EVALUATION

1. The University acknowledges the value of the work performed by members of the CUPE 1230 Full-time and Part-time Employee Bargaining Unit, and that this work has evolved and changed, as the Library has evolved and changed, and continues to do so. The University also acknowledges that the classifications assigned to Bargaining Unit jobs should be reviewed, updated and maintained on an ongoing basis to reflect significant changes that have occurred.
2. The University and the Union therefore agree to a process to revise and update job profiles and to update job evaluations using the University of Toronto Libraries Job Evaluation Plan, based on the following principles:
  - (a) It is Management's role to determine the work that is required to be done, to allocate duties and responsibilities, and to define and describe the jobs.
  - (b) It is the job that is to be defined/described, not the performance of any particular incumbent.
  - (c) Job profiles should be objective, clear, concise statements of duties and responsibilities, skills and effort required, and working conditions.
  - (d) Management will maintain and develop job profiles in light of the jobs as they are currently functioning, and as they will be needed to function in order that the University can achieve its vision of the "library of the future" as set forth in the Library's strategic planning exercise.
  - (e) The questionnaire developed and agreed upon in consultation with the Union will be maintained and utilized to gather from employees information concerning the working conditions under which the jobs are performed, as well as the physical and mental effort required of employees in the performance of their jobs.
  - (f) Job profiles are written at a high level, focusing on the job, its major duties and responsibilities, and with some flexibility, as opposed to an exhaustive list of all tasks; i.e., profiles will focus on the "what" and "why" of jobs, without a great deal of detail as to the "how."
  - (g) Job profiles will be written so as to be able to serve a number of purposes for the Library and for the Bargaining Unit members, such as for training purposes, career planning and development, posting, recruitment as well as general operational management.
  - (h) Job titles will reflect the nature and level of the work performed.
  - (i) The Union and the employee(s) in the Bargaining Unit will be provided with a copy of their job profiles for review and comment where required.
  - (j) Classification of job profiles will be based on the University of Toronto Libraries Job Evaluation Plan (version 2003) for CUPE 1230 positions.
  - (k) The number of levels of any specific function are based on actual and anticipated needs of the organization.
  - (l) Salary administration should be based on job classification and be fair and equitable and provide for internal equity within the Bargaining Unit, and in reference to jobs performing similar work throughout the University, as well as market competitiveness.
  - (m) Classification decisions will result directly in the assignment of jobs of similar value to the appropriate salary grade for that classification.
  - (n) The University may create and/or reclassify positions at its discretion, and will provide to the Union the job profile, rating sheet, pay scale and relevant rating notes. The Union may submit a formal request for reclassification, except no request can be made for an employee until such employee has been in the position for six (6) months.
  - (o) A request for reclassification by the Union may be made where the employee believes that there has been a significant change to the position such that it no longer fits within its current classification and requires the creation of a new classification or placement into another existing classification.



(p) Any increase in salary that results from a Union request for reclassification will be retroactive to the date on which the formal request for reclassification was submitted to the Manager of Library Human Resources.

(q) As a result of this process, no employee will have their wages reduced.

3. The main goal of this exercise is that the Library administration, the Union, and the employees have access to accurate, up-to-date job descriptions and classifications. While this may result in some reclassifications or the re-assignment of existing classifications to different salary grades, the objective is fairness and equity, not across-the-board reclassifications.
4. Upon receipt of a formal request for reclassification from the Union, the University agrees to provide to the Union the relevant job profile, the rating sheet and relevant rating notes for that job profile within four (4) months of the formal request being submitted. The Union will have up to one (1) month to register objections and present in writing its objections to the rating with specific reasons and the Union's recommendation.
5. Management will have up to 15 working days to respond in writing to the objections presented by the Union. Should the Union continue to disagree with the rating decision Article 11:07 will apply. In the event of a dispute, the University's classification will prevail unless, and until, an arbitrated decision is received, resulting in a different outcome.

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