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COLLECTIVE AGREEMENT

- BETWEEN -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1230 (PART-TIME)

Term of Agreement: September 1, 1996 to June 30, 1999

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1

COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of June 13, 1997.

- between -

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

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local **1230** (Part-Time)
(hereinafter called "the Union")

RECOGNITION AND COVERAGE

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

University of Toronto Library: all non-professional part-time 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, and students working during the school vacation period, save and except supervisors and persons above the rank of supervisor, Bibliographers (selector), Bibliographic Associates II, Archivists, and persons covered by the subsisting collective agreement.

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.

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 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.

NO STRIKES AND NO 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.

NO DISCRIMINATION

- 5:01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, sexual harassment or coercion exercised or practised with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this Agreement by reason of age, race, creed, colour, national origin, citizenship, religious or political affiliation or belief, sex, marital status, sexual orientation, place of residence, physical handicap or disability provided that such handicap or disability does not prevent the carrying out of required duties, nor by reason of non-membership, membership or activity in the Union.

Sexual Harassment

- 5:02 Sexual harassment shall be considered discrimination under Article 5:01 of this collective agreement.

For the purpose of this collective agreement, "sexual harassment" means:

- 1) Making submission to an unsolicited sexual advance or solicitation expressly or by implication, a term or condition of an employee's right to or continuation of or advancement in employment;

and/or

- 2) Using or threatening to make use of rejection of an unsolicited sexual advance or solicitation as a basis for employment decisions affecting the employee;

and/or

- 3) Physical conduct, occurring either on the Employer's premises or in the pursuance of a University activity or business, which **emphasizes** the sex or sexual orientation of one or more employees in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile, or offensive working environment;

and/or

- 4) Verbal conduct or other forms of communication occurring either on the Employer's premises or in pursuit of a University activity or business:

that is directed at one or more specific employees,

that **emphasizes** the sex or sexual orientation of that employee or those employees which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile, or offensive working environment,

that exceeds the bounds of freedom of expression or academic freedom as these are understood in University policies and accepted practices, including but not restricted to those explicitly adopted.

- 5:03 An employee may elect to submit a grievance alleging sexual harassment under the collective agreement or to file a complaint under the Employer's Sexual Harassment Policy. In either case, the time period for filing shall be no longer than six (6) months.

If the employee elects to submit a grievance he/she shall have access to the same mediation process as in the Employer's policy prior to Step 1 of the grievance procedure. No information relating to the **grievor's** personal background or **lifestyle** shall be admissible during the grievance or arbitration process.

NEGOTIATING COMMITTEE

General

- 6:01 For the purpose of negotiations between the parties and as provided in and pursuant to Articles 6:02 and 35:02, the Employer shall **recognize** a negotiating committee of the Union composed of not more than three (3) employees who are members of Local 1230.

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 Article 35:02.

Time Off

- 6:03 The Employer agrees to pay not more than three (3) employees who are members of the part-time bargaining unit negotiating committee seven and one-quarter ($7\frac{1}{4}$) hours' pay at their regular wage rate for attending meetings to negotiate amendments to the collective agreement.

Employees constituting the Union bargaining committee shall each be granted as preparation time one-half ($1/2$) day off with pay at three and two-thirds ($3\frac{2}{3}$) hours' pay for each year of the term of the collective agreement to be renewed.

UNION LEAVE

- 7:0 Up to a total of five (5) days per month will be granted as union leave to union officials as designated by the Union for the purpose of conducting union business pertaining to either the full-time or part-time bargaining units. Arrangements for such time off shall be made by the Library Manager of Personnel Services in consultation with the President. 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 REPRESENTATION -- STEWARDS AND CHIEF UNION STEWARD

- 8:01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper **authorization** of the Union or as established by this Agreement. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 8:02 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards, whose duties shall be to assist any employee whom the Steward represents in preparing and in presenting the employee's grievance in accordance with the grievance procedure.
- 8:03 Stewards of the Canadian Union of Public Employees, Local **1230**, Part-Time Bargaining Unit, shall be limited to representing employees in that bargaining unit.
- 8:04 The Employer acknowledges the right of members of the Canadian Union of Public Employees, Local **1230**, Part-Time Bargaining Unit, to **utilize** the full-time employee Steward body to assist the said employees in the preparation and the presentation of grievances.
- 8:05 Stewards will request leave from their supervisor before leaving their work assignment to deal with a grievance, and will report back to their supervisor on returning to work. The Union acknowledges that the Union Stewards have ongoing duties to perform for the Employer, and undertakes that Stewards will not absent themselves unreasonably in attending to grievances of employees. In consideration of the Union's acknowledgement and undertaking, the cost of compensating Stewards for time spent in handling grievances of employees will be borne by the Employer. Such compensation shall not extend beyond normal working hours.
- 8:06 The Union shall notify the Employer in writing of the name of each Steward and the department(s) each represents, before the Employer shall be required to **recognize** them.
- 8:07 A copy of the most recent collective agreement shall be provided to each new employee by the Employer.

DISCIPLINARY INTERVIEW

Union Representation

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

employee. The Employer will supply a copy 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 personnel 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 three (3) years from the date of such disciplinary action being taken.

SUSPENSION OR DISCHARGE NOTIFICATION

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

GRIEVANCE PROCEDURE

- 11:01 An employee having a grievance arising out of the interpretation, application, administration, or alleged violation of the collective agreement will first take up the grievance within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance with the employee's supervisor, who will attempt to adjust it.

Step One

- 11:02 An employee may request the employee's supervisor to call the Union Steward to handle a specified grievance. The word "specified" as used in this paragraph is interpreted by the parties hereto to mean that an employee is required to "state the nature of the grievance." The supervisor will arrange to send for the Union Steward without undue delay and without further discussion of the grievance. The Union Steward, with or without the employee present, will attempt to adjust the grievance with the supervisor before it is given to the supervisor in writing.

If the grievance is not adjusted by the supervisor, it shall be reduced in writing on an employee grievance form provided by the University and signed by the employee involved and the employee's Steward. The supervisor shall give an answer in writing to the Steward without undue delay, but not more than five (5) working days after the grievance has been presented in writing.

Step Two

- 11:03 If the grievance is not settled at Step One, the written grievance may be referred to the Library Manager of Personnel Services 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 three (3) 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 ten (10) 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 his/her 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 his/her designate together with the Chief Librarian or her/his designate shall meet with the National Representative of the Union or his/her designate within five (5) working days of receipt of the grievance in order to resolve the dispute. The Director of Labour Relations or his/her 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, lay-offs, 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 shall be initiated at Step Two of the grievance procedure.

Job Classification Grievance -- Regular Part-Time Employees

- 11:07 Any grievance alleging improper classification must be submitted by the employee to the Library Manager of Personnel Services in writing on a Job Classification Grievance form (Appendix "C") signed by the employee. If the Library Manager of Personnel Services believes that there is good reason to audit the position, a member of the aforementioned's staff shall conduct an audit prior to arranging a meeting with the Chief Union Steward. A meeting shall be arranged between the Chief Union Steward and the Library Manager of Personnel Services within thirty (30) working days of receiving the grievance, if an audit is to be done, or within ten (10) working days of receiving the grievance, if no audit is to be done.

If the grievance is not settled at this meeting, the Library Manager of Personnel Services shall reply to the Chief Union Steward in writing within ten (10) working days of the meeting.

If the grievance is not settled at this step, the provisions of Article 11:04 (Step Three of the general grievance procedure) shall apply.

- 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.

Discipline Grievance

- 11:09 An employee having a grievance alleging improper discipline may file the grievance in accordance with Article 11:03 of the collective agreement within fifteen (15) days after receipt of the contact form referred to in Article 9:01.

DISCHARGE GRIEVANCE PROCEDURE

- 12:01 In the case of an employee being discharged, the employee may submit a grievance in writing on a form supplied by the University of Toronto, 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 his/her designate together with the Chief Librarian or her/his designate, shall meet with the National Representative of the Union, or his/her 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.

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 by registered mail or be personally delivered 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 his/her designate together with the Chief Librarian or her/his designate, shall meet with the National Representative of the Union or his/her 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.

ARBITRATION

- 14:01 If the grievance is not settled at Step Three, either party may notify the other within a further period of ten (10) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitration board or a single arbitrator, in the case of a board of arbitration the name and address of the party's nominee to the proposed arbitration board.

The party who receives the notice of intention to proceed to a board of arbitration shall then notify the other party of the name and address of the party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice. The two nominees appointed shall attempt to select a Chairman for the board, but if they are unable to agree upon the selection within a period of ten (10) working days after the appointment of the second nominee, either of the nominees shall then have the right to request the Minister of Labour to appoint a Chairman for the arbitration board.

- 14:02 Alternatively the parties may by mutual agreement agree that the grievance shall be referred to a single arbitrator. 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 to him or her the grievance will be referred to the next arbitrator in line.

Arbitration Expenses

- 14:03** 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 Chairman, or single Arbitrator as the case may be.

Authority of the Arbitration Board or Arbitrator to Deal with Disciplinary or Discharge Grievances

- 14:04** 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

- 14:05** 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 Chairman shall constitute the final and binding decision of the board.

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.

PROBATIONARY EMPLOYEES

- 16:01** A new employee will be considered as a probationary employee until after the employee has worked for a total of ninety (90) days for the Employer.

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

- 16:02 Four hundred and sixty-five (465) hours is equivalent to ninety (90) days worked.
- 16:03 Where an employee has been appointed for a second or subsequent session thereafter, the employee shall be deemed to have already satisfactorily completed the probationary period.

SENIORITY -- Regular Part-Time Employees

- 17:01 Seniority is defined as the length of service in the bargaining unit only applied to a regular part-time employee. Seniority shall commence from the date of last hire into the 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 last entry into the bargaining unit. Employees whose positions become covered by this collective agreement due to **organizational** change shall be considered to have seniority in the bargaining unit consistent with their length of service from the date of last hire into the University of Toronto. The seniority list shall rank the seniority of these employees in reverse order of the date of last hire with the Employer.
- 17:02 A regular part-time employee shall be entitled to accumulate seniority at the rate of one year's credit for every one thousand eight hundred and sixty-three (1,863) hours worked.
- 17:03 An assistant library technician or temporary employee shall not acquire seniority during the term of employment in that classification.
- 17:04 In the event an assistant library technician or temporary employee is appointed to a regular part-time position in the bargaining unit or a full-time position in the full-time bargaining unit, all hours worked shall be credited to the employee for the purpose of establishing seniority as defined in Article 17:01 of the part-time collective agreement, or Article 17:01 of the full-time collective agreement, as the case may be.
- 17:05 In the event a regular part-time employee is appointed to the full-time bargaining unit, all hours worked shall be credited to the employee for the purpose of establishing seniority as defined in Article 17:01 of the full-time collective agreement.
- 17:06 In the event a full-time employee is appointed to a position in the part-time bargaining unit, such employee shall be given full recognition of their seniority as defined in Article 17:01 of the part-time collective agreement.
- 17:07 In the event an employee in the full-time bargaining unit is hired as an Assistant Library Technician, temporary employee or a project employee, the Employer shall **recognize** the previous seniority accrued and apply it to the appropriate step in the schedule of wages.

The limitation of the application of this provision shall be for not more than one year from the time of termination of employment in the full-time bargaining unit,

Loss of Seniority -- Regular Part-Time Employees

- 17:08 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 lay-off, fails to advise the Employer within five (5) days of receipt of notification hand delivered or by registered mail to return to work of the employee's intention so to return, or fails to report to work on the date and at the time specified in the said notice.

Seniority Lists - Regular Part-Time Employees

- 17:09 The Employer shall maintain a seniority list showing the employee's name, the employee's classification and the date upon which each employee's service last commenced. An up-to-date seniority list shall be sent to the Union and posted on bulletin boards each September.
- 17:10 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. If an employee is permanently transferred to a position outside of the bargaining unit, the employee shall retain seniority acquired at the date of leaving the unit.

LAYOFF AND RECALL -- Regular Part-Time Employees

- 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 of work or in the workforce, the Employer agrees that regular part-time 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 a regular part-time employee is laid off, he/she shall have the option of displacing another regular part-time employee with lesser seniority in the same or lower job classification providing he/she is qualified to perform the normal requirements of the job satisfactorily and has more seniority than the employee to be displaced. The displaced person shall have the option of displacing another regular part-time employee with lesser seniority in the same or lower job classification providing he/she is 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 regular part-time employee in the same classification or the least senior regular part-time employee in a lower classification providing he/she is qualified to perform the normal requirements of the job satisfactorily and has more seniority than the employee to be 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 a regular part-time employee performing a job at a lower classification, he/she 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 -- Regular Part-Time Employees

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.

Layoff Notice -- Regular Part-Time Employees

18:04 The Employer shall notify regular part-time 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.

Union President and Chief Union Steward

18:05 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.

LEAVES OF ABSENCE

General

19:01 Subject to the written approval of the Library Manager of Personnel Services, 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 of Personnel Services. 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 of Personnel Services and upon written request submitted at least fourteen (14) days in advance, leave of absence without pay or loss of seniority shall be granted to not more than four (4) employees at any one time, who may be elected or selected by Local 1230 to attend any **authorized** Labour Convention or Educational Seminar. Such leave of absence is to be confined to the actual duration of the Convention or Educational Seminar and the necessary travelling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

Pregnancy Leave -- Regular Part-Time Employees

19:03 Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of employment with the University prior to the probable date of delivery and presents to the Designated Authority a doctor's certificate stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of at least seventeen (17) weeks. Employees will be required to apply for Employment Insurance benefits which begin after a two (2)

week waiting period. The University will pay ninety-five (95) percent of salary prior to the commencement of Employment Insurance benefits, and, for the next fifteen (15) weeks will make up the difference between Employment Insurance benefits and ninety-five (95) percent of salary. **Pregnancy leave of absence shall** commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks notice being given to the University. If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. An employee must give two (2) weeks notice of any change of the commencement of the pregnancy leave. A pregnancy leave will normally end seventeen (17) weeks after the pregnancy leave commences, but if the mother suffers a stillbirth or miscarriage or if the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six (6) weeks after the date of the stillbirth, miscarriage or birth or seventeen (17) weeks after the pregnancy leave commenced, whichever is later.

If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth. An employee may return to work after termination of the pregnancy, as soon as she is fit to do so in the written opinion of a qualified medical practitioner. If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give the University four (4) weeks written notice of the date on which she intends to return. If the employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the University four (4) weeks written notice before the date the leave was to end. During pregnancy leave of absence, the employee will continue to be enrolled in full University benefits through arrangements made with the Human Resources Department. The employee shall be reinstated with full benefits as provided for under the Agreement.

The employee must be qualified to receive benefits from the Employment Insurance Commission with respect to pregnancy leave in order to receive payment from the University in accordance with this provision.

Adoption Leave -- Regular Part-Time Employees

19:04 Adoption leave of absence must be applied for and granted in writing. An employee must have completed one thousand, eight hundred and sixty-three (1,863) hours of service prior to the date of application for adoption leave. Adoption leave of absence shall not exceed seventeen (17) weeks. Employees will be required to apply for Employment Insurance benefits which begin after a two (2) week waiting period. The University will pay ninety-five (95) percent of salary during the waiting period, and for the remainder of the leave will make up the difference between Employment Insurance benefits and ninety-five (95) percent of salary. The leave shall commence immediately upon formal notice to the employee that the child is available or at a time mutually agreeable to the employee and the Employer. During adoption leave of absence, the employee will continue to be enrolled in University benefits through regular payroll deductions. The employee shall be reinstated with benefits as provided for under the Agreement.

Adoption leave may be taken by either spouse, but is limited to only one (1) spouse. The adoption leave shall not be shared by spouses. Adoption leave of absence does not apply to adoptions arising through the blending of families.

- a) written application shall be submitted to the Library Manager of Personnel Services when the employee's application to adopt has been approved by the appropriate adoption authority or as early as reasonably possible when no adoption authority is involved.
- b) the leave should commence immediately upon formal notice to the employee that the child is available or at a time mutually agreeable to the employee and the Library Manager of Personnel Services.

Pregnancy Leave -- Regular Part-Time Employees/Assistant Library Technicians/Graduate Assistant Library Technicians/Temporary Employees (Employment Standards Act)

- 19:05 A regular part-time employee who has not completed the equivalent of one (1) year's service (1,863 hours), an assistant library technician, graduate assistant library technician, or a temporary employee may be granted pregnancy leave without pay in accordance with the *Employment Standards Act of Ontario*.
- 19:06 The requirements established by Employment & Immigration Canada concerning Employment Insurance benefits and Supplemental Employment Benefits (SEB), as they apply to Articles 19:03 and 19:04 are as follows:

Benefit Level:

Other earnings earned by an employee with another employer or by self-employment must be considered in the benefit level criterion. The combination of Employment Insurance benefits, Supplemental Employment Benefits and all other earnings will never exceed ninety-five (95) percent of the employee's normal weekly earnings.

Disqualification or Disentitlement:

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

Parental Leave -- Regular Part-Time Employees

- 19:07 An employee who is a parent of a child and who has been employed with the University for at least thirteen (13) weeks is entitled to an eighteen (18) week unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Both parents will be eligible to take a parental leave, and each parent is eligible to take eighteen (18) weeks of unpaid leave. The *Employment Insurance Act* provides for a maximum of ten (10) weeks of Employment Insurance benefits. Employment Insurance benefits can be claimed by either parent, or split between them for a total of ten (10) weeks.

For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into the custody, care and control of a parent. For fathers and adoptive parents, parental leave must commence within thirty-five (35)

weeks after the birth or after the child first comes into the custody, care and control of a parent. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parents of the child and who intends to treat the child as his/her own.

An employee who is entitled to a parental leave is required to give the University two (2) weeks written notice prior to the commencement of the leave. If he/she does not specify when the leave will end, it will be assumed that he/she wishes to take the maximum leave.

An employee who has given notice to begin a 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.

If the employee stops work because the **child** has arrived earlier than expected, the employee has two (2) weeks from that date to give the University written notice of his/her intent to take the parental leave.

If an employee on parental leave wishes to change the date of his/her return to work to an earlier date, he/she must give the University four (4) weeks written notice of the date on which he/she intends to return.

If an employee wishes to change the date of return to work to a later date (but subject to the eighteen (18) weeks maximum length of leave), the employee must give the University four (4) weeks written notice before the date the leave was to end.

Paternity **Leave**

19:08 Upon the birth or adoption of a child a father shall be granted up to two (2) days' paid leave of absence.

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

Paid Personal **Leave of Absence-- Regular Part-Time Employees**

19:09 Commencing July 1st of each year, each employee shall be allowed for good reason up to four (4) days' paid leave of absence annually which must be approved and granted by the employee's supervisor. 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 the day prior to or the day following a paid holiday.

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

Full-Time Officer of the Union

- 19:10 Where an employee is elected or selected to a full-time office within the Union, the employee may request a leave of absence at least two (2) weeks in advance in writing from the Library Manager of Personnel Services for a period not to exceed one (1) year. Subject to approval of the Library Manager of Personnel Services, 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 said leave, upon written request to the Library Manager of Personnel Services, 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 of Personnel Services 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.

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

- 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), 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; and
University of Toronto Semi-Private Hospital Accommodation Plan.

Employee May Continue Contributions -- Regular Part-Time Employees

- 19:12 The employee can make provision for continuance of coverage of whatever welfare benefits programs in which the employee was enrolled prior to said leave of absence being granted by making direct payment to the supervisor of the monthly payroll. All premiums must be paid in advance and in accordance with the rules established by the Human Resources Department.

BEREAVEMENT LEAVE -- Regular Part-Time Employees

- 20:01 In the event of a death in the immediate family, an employee will be granted upon request up to a maximum of three (3) days' leave without loss of regular pay. At the discretion of the Employer up to a maximum of five (5) days of leave without loss of regular pay may be granted where extensive travel is required. 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.

JURY DUTY OR CROWN WITNESS LEAVE

- 21:01 An employee subpoenaed to serve as a juror or crown witness shall receive full payment for all hours of work that would have been regularly scheduled.

SICK LEAVE -- Regular Part-Time Employees

Definition

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

Basis of Leave

- 22:02 A regular part-time employee who holds an appointment of twenty (25) percent or more of a full-time appointment, upon the completion of the probationary period, shall be eligible to be granted sick leave at the employee's regular rate of pay for periods up to fifteen (15) weeks during unavoidable absence due to illness or injury not compensable under the provisions of the *Workers' Compensation Act*. Regular rate of pay equals the hourly rate multiplied by the number of hours an employee is regularly scheduled to work each day.

Required to Call In

- 22:03 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when that employee is able to return to work. 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.
- 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, the Employer may require the employee to be certified medically fit before the employee returns to the employee's regular duties.

Exceptions

- 22:08 No payment of any sick leave credit shall be due to any employee on termination, discharge or retirement. During a period of vacation or authorized leave of absence, payment will not be made for sick leave.

JOB POSTING

- 23:01 At least five (5) working days prior to making any permanent staff changes affecting regular part-time employees covered by the terms of this Agreement, the Employer first will post notice of the said position in the Employer's offices, and on the bulletin boards of the Library and notify the Union in writing in order that all members will know about the position and be able to make written application therefor. 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.
- 23:02 Any employee in the bargaining unit may make application for any vacant position arising out of Article 23:01 in the part-time collective agreement or Article 23:01 in the full-time collective agreement. In the event that the position is not awarded to a full-time employee or a regular part-time employee then applications submitted by assistant library technicians/graduate assistant library technicians/ temporary employees will be given consideration.
- 23:03 "Canadian Union of Public Employees, Local 1230" will be printed on all Job Postings for Part-Time Bargaining Unit positions.

Layoff -- Regular Part-Time Employees

- 23:04 In the event of layoffs, the Employer will arrange to set up a liaison between the laid-off employees and the Library Manager of Personnel Services.

PREFERRED HIRING

- 24:01 When an employee has satisfactorily completed the last sessional term of employment, the employee shall be given preference for employment in the same classification where there is a vacant position at the commencement of the next session, providing the University of Toronto student status is maintained, in accordance with Article 26:01 of this collective agreement. Preference in hiring shall be based on the total number of hours worked in the previous session provided the

employee is otherwise capable of performing the duties of the vacant position. Vacancies shall be posted in the Library. Employees will be required to complete an application form and submit same to the office as indicated within the time specified on the posting. The minimum period for preferred hiring for application of clause 24:01 requires that an employee commence work not later than November 1 and terminate not earlier than April 15 in that session. Preferred hiring status shall cease and shall not be **re-instituted** once an employee has been employed for five (5) sessions or more as an ALT or GALT.

- 24:02 Preference when assigning Assistant Library Technician/Graduate Assistant Library Technician positions and schedules shall be based on the total number of hours worked in the previous session. Preference for schedules to be worked shall be indicated upon response to the posting by the applicant.

Waiver

- 24:03 Notwithstanding Articles 23:01, 23:02, 24:01, 25:01, 25:02, 25:03, 25:04, 25:05, 27:01, the Employer and the Union may waive the above articles by mutual agreement. The Employer shall advise the Union of any positions affected by this article.
- 24:04 The number of sessions worked by an applicant shall be considered when Assistant Library Technician/Graduate Assistant Library Technician positions are assigned. Preference for schedules to be worked shall be indicated upon response to the posting by the applicant.

TRANSFERS AND PROMOTIONS

Factors Affecting Selection

- 25:01 When selecting an employee to fill a bargaining unit position, the Employer agrees to use all available information to determine which employee is qualified to fill the vacancy. The Employer **will** consider the applicant's seniority. The Employer will consider the applicant's knowledge and ability to perform the normal requirements of the job satisfactorily. Where the above qualifications are comparable between the applicants, seniority shall be the governing factor.

Trial Period

- 25:02 The successful applicant shall be placed on trial for an equivalent period of sixty (60) working days 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. 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.

Employee Returned to Previous Job

- 25:03 Any such employee 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

from the assumption of new duties, and the provisions of the immediate preceding paragraph shall apply to such reversion.

Eligibility for Other Positions

- 25:04 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.

Explanation to Employee

- 25:05 On request, management will explain, in writing, to any unsuccessful candidate for an advertised vacancy the reasons why the candidate was not selected for the position.

Supervisory Positions

- 25:06 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.

CLASSIFICATIONS

- 26:01 *Regular Part-Time Employee*: Is an employee who is hired by the Employer on a regularly scheduled basis but whose hours of work are less than the regular hours of work per day or week of full-time employees.

Assistant Library Technician (ALT): Is a University of Toronto student enrolled in a course or courses covering the majority of the academic session or registered in the School of Graduate Studies, who is hired to work during the academic session, and whose appointment is limited to the academic session. Failure on the employee's part to be enrolled in a course or courses covering the majority of an academic session will result in immediate loss of employment.

A *Graduate Assistant Library Technician (GALT)*: Is a University of Toronto graduate student who is hired to work during the academic session in a position requiring a graduate student and whose appointment is limited to the academic session. Should an employee in a GALT classification cease to be a student at any time during the academic session for which he/she is appointed, his/her employment shall cease immediately.

Temporary Employee: Is an employee who is employed for an indeterminate period not to exceed six (6) months.

Project Employee: Is an employee who is employed on a specific project.

- 26:02 Assistant Library Technicians or Project Employees' appointments shall not exceed twenty-four (24) hours per week. However, in the event of an emergency or circumstances which may occur that are beyond the control of the Employer, an Assistant Library Technician may be required to work in excess of twenty-four (24) hours per week.

Definitions

26:03 For the purpose of interpreting clause 26:01, the following definitions shall apply:

Regular *Part-Time*: Shall mean duties recurring at fixed or uniform intervals during the calendar year.

Temporary: Shall mean duties occurring at fixed or uniform intervals, irregularly or at infrequent intervals.

Project: Shall mean duties occurring at fixed or uniform intervals, irregularly or at infrequent intervals during the term of a specific project.

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

Project Employment

26:04 In the event of the Employer establishing a project, the Employer will discuss the classification of employees to be employed for that project with the Union. Nothing in this clause shall be interpreted to prevent the Employer from establishing and staffing the project. If the Employer and Union are unable to agree upon the classification of employees for the project, the matter may be referred to the Grievance and Arbitration Procedure of this Agreement.

26:05 The Employer will not establish special projects that will displace full-time or regular part-time employees.

NEW JOB CLASSIFICATIONS

27:01 In the event of the Employer establishing any new regular part-time job classification or position within the bargaining unit, the Employer will discuss the terms of the job classification or position with the Union 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 regular part-time 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.

GENERAL

Correspondence

28:01 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, 214 College Street, Room 310, Toronto, Ontario, M5T 2Z9 and the National Representative, Canadian Union of Public Employees, 305 Milner Avenue, Suite 901, Scarborough, Ontario, M1B 3V4 or the President of CUPE, Local 1230, John Robarts Library, Room 14347, 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**

- 28:02 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

- 28:03 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 **Allowances -- Regular Part-Time Employees**

- 28:04 The Employer agrees to apply the portion of the tuition costs of any academic or technical course of study approved by the Employer in keeping with the policy established for the University of Toronto staff. The Employer shall determine whether such course is appropriate for the employee. All applications must be made in writing to the Library Manager of Personnel Services. **In** the event such application is rejected, the Library Manager of Personnel Services shall give reasons for rejection to the employee in writing.

Personnel Files

- 28:05 An employee shall have the right to examine all documents pertaining to that individual in any files kept in the Library Personnel 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 personnel files may be made after the employee gives notice of desire to do so, before the close of business in the Personnel Office on the next working day, and under conditions which the Library Manager of Personnel Services deems appropriate to ensure security of the file.

Reporting Absence

- 28:06 An employee is expected to phone the immediate supervisor in the event that the employee is unable to report for work at the normal time. The employee is also expected to phone and to advise the immediate supervisor of the anticipated date of return.

HOURS OF WORK AND OVERTIME

Standard Hours

- 29:01 Standard hours of work for all employees shall be seven and one-quarter ($7\frac{1}{4}$) hours **per** day, thirty-six and one-quarter ($36\frac{1}{4}$) hours per week, except from July 1 to Labour Day, during which period the hours of work shall be six and three-quarters

($6\frac{3}{4}$) hours per day and thirty-three and three-quarters ($33\frac{3}{4}$) hours per week, provided this shall not constitute a guarantee of hours per day or hours of work per week.

Compensatory Rescheduling -- Assistant Library Technicians/Graduate Assistant Library Technicians/Temporary Employees

29:02 An employee who is unable to attend a scheduled shift or part thereof due to unforeseen circumstances can request rescheduling of these hours at a mutually agreed-upon date. The rate of pay shall be equivalent to that for the shift being rescheduled. This provision may be granted up to four (4) occasions per annum.

Overtime

29:03 **Authorized** overtime hours worked in excess of the standard hours of work shall be paid for at the rate of time and one-half ($1\frac{1}{2}$) the regular rate of wages.

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

Rest Periods

29:04 An employee is entitled to a fifteen (15) minute rest period for every three (3) hours scheduled. Employees shall endeavour to take rest periods as close to the middle of the three (3) hour period as possible.

Meal Allowance -- Regular Part-Time Employees

29:05 A **meal** allowance of ten (10) dollars will be provided if an employee continues to work for more than two (2) hours past stop time and at intervals thereafter of four (4) hours.

Promotion -- Pay Calculations -- Regular Part-Time Employees

29:06 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

29:07 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.

WAGES

30:01 The Employer agrees to pay the schedule of wage rates attached hereto as Schedule I.

HOLIDAYS

- 31:01 The following holidays will be granted with pay at the employee's regular rate of pay multiplied by the number of hours the employee is regularly scheduled to work.

New Year's 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
Labour Day	

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

- a) the employee reports for work if requested;
- 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.
- c) in the case of an Assistant Library Technician, the employee must have worked thirteen (13) weeks or more prior to the paid holiday in the first session of employment.

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, 19:04, 19:08 and 19:09 or by reason of being laid off.

- 31:02 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 31:01, clauses (a) and **(b)**, or **(c)** where applicable.

VACATIONS

Vacations -- Regular Part-Time Employees

- 32:01 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.

Holiday Falling on a Vacation -- Regular Part-Time Employees

- 32:02 If a holiday falls during an employee's vacation, an extra day with pay at the hourly rate of pay multiplied by the number of hours the employee is regularly scheduled to work, will be allowed off in lieu of the holiday.

Vacation Allowances -- Regular Part-Time Employees

32:03 Regular part-time employees shall be granted vacation with pay on the following basis:

<u>Length of Continuous Service as of July 1st</u>	<u>Rate of Pay</u>
Up to eleven (11) months	4%
One (1) year or more	6%
Ten (10) years or more	8%
Fifteen (15) years or more	10%

**Vacation Pay -- Assistant Library Technicians/Graduate Assistant Library Technicians/
Temporary Employees/Project Employees**

32:04 Employees shall be paid four (4) percent of gross earnings as vacation pay regularly on a bi-weekly basis.

BENEFITS -- Regular Part-Time Employees**Pension Plan**

33:01 The Employer agrees to provide for all regular part-time employees who hold an appointment of twenty-five (25) percent or more and whose earnings are thirty-five (35) percent or more of the Canadian Pension Plan earnings ceiling, a Pension Plan, the details of which are set out in Schedule II.

33:02 The Employer agrees to provide for all regular part-time employees who hold appointments of twenty-five (25) percent or more of full-time appointments the following benefit plans:

Group Life and Survivor Income Plan

33:03 The Employer agrees to provide a Group Life and Survivor Income Plan, the details of which are set out in Schedule III.

Dental Care Plan

33:04 The Employer agrees to provide a Dental Care Plan, the details of which are set out in Schedule IV.

Extended Health Care Plan

33:05 The Employer agrees to provide an Extended Health Care Plan, the details of which are set out in Schedule V.

Semi-Private Hospital Accommodation Plan

33:06 The Employer agrees to provide a Semi-Private Hospital Accommodation Plan, the details of which are set out in Schedule VI.

Long-Term Disability Plan

- 33:07 The Employer agrees to provide a Long-Term Disability Plan, the details of which are set out in Schedule VII.

Visual Display Terminal

- 33:08 The Employer agrees to provide a guideline for the use of visual display terminals, the details of which are set out in Schedule VIII.

Vision Care -- Regular Part-Time Employees

- 33:09 The Employer agrees to provide a Vision Care Plan, the details of which are set out in Schedule IX.

Coverage up to one hundred and fifty (150) dollars every two (2) years per dependent
Coverage includes contact lens and prescription sunglasses

UNION SECURITY**Union Dues**

- 34:01 The Employer agrees as a condition of employment to deduct from each regular pay due each employee who is covered by this Agreement a sum equivalent to the appropriate proportion of the monthly Union dues as certified from time to time by the Secretary-Treasurer of the Union.

Union Membership

- 34:02 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

- 34:03 All new employees hired shall have deducted from the first pay due to the said employee a sum equivalent to the initiation fee as certified from time to time by the Secretary-Treasurer of the Union. The aforementioned employees, as a condition of employment, shall be required to maintain their membership in the Union in good standing.

Transmittal of Dues and Initiation Fees

- 34:04 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.

MODIFICATION OR TERMINATION

- 35:01 This Agreement shall continue in force and effect until June 30, 1999 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

- 35:02 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.
- 35:03 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.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on this June 13, 1997.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Michael G. Finlayson
Vice-President - Administration & Human Resources

John Dimond
Secretary of Governing Council

AND:

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

Brian Blakeley
National Representative

Peter Mountain
President

SCHEDULE I: Wages (July 1, 1996)

Graduate Assistant Library Technician = \$19.28

Classification		step 1	Step 2	step 3	step 4
Assistant Library Tech/Temporary Employees		\$12.34	\$12.83	\$13.32	\$13.81
REGULAR PART-TIME EMPLOYEES/PROJECT EMPLOYEES					
Classification		step 1	step 2	step 3	
Library Technician III	A	\$28,772.00	\$29,762.00	\$30,791.00	
Key Punch Operator II	M	2,397.67	2,480.17	2,565.92	
Clerk Typist II	D	110.66	114.47	118.43	
	R	15.26	15.79	16.33	
	S	16.39	16.96	17.54	
Library Technician IV	A	\$31,028.00	\$32,132.00	\$33,293.00	
Clerk Typist III	M	2,585.67	2,677.67	2,774.42	
Secretary I	D	119.34	123.58	128.05	
	R	16.46	17.05	17.66	
	S	17.68	18.31	18.97	
Library Technician V	A	\$33,535.00	\$34,771.00	\$36,071.00	
	M	2,794.58	2,897.58	3,005.92	
	D	128.98	133.73	138.73	
	R	17.79	18.45	19.14	
	S	19.11	19.81	20.55	
Library Technician VI	A	\$36,342.00	\$37,725.00	\$39,178.00	
Bibliographic Associate I	M	3,028.50	3,143.75	3,264.00	
Computer Operator II	D	139.78	145.10	150.68	
Conservation Technician	R	19.28	20.01	20.78	
	S	20.71	21.50	22.32	
Applications Programmer/ Analyst	A	\$39,148.00	\$40,680.00	\$42,285.00	
	M	3,262.33	3,390.00	3,523.75	
	D	150.57	156.46	162.63	
	R	20.77	21.58	22.43	
	S	22.31	23.18	24.09	
Bookbinder	A	\$42,966.00	\$44,870.00	\$46,867.00	
	M	3,580.50	3,739.17	3,905.58	
	D	165.25	172.58	180.26	
	R	22.79	23.80	24.86	
	S	24.48	25.57	26.70	
Rare Book Binder	A	\$47,287.00	\$49,411.00	\$51,646.00	
	M	3,940.58	4,117.58	4,303.83	
	D	181.87	190.04	198.64	
	R	25.09	26.21	27.40	
	S	26.94	28.15	29.43	

A - Annual Salary

M - Monthly Rate

D - Daily Rate

R - Regular Rate (effective the day following Labour Day to June 30th)

S - Summer Rate (effective July 1st to Labour Day)

SCHEDULE I: Wages (July 1, 1998)

Graduate Assistant Library Technician = \$19.57

Classification	step 1	step 2	step 3	step 4
Assistant Library Tech./Temporary Employees	\$12.53	\$13.02	\$13.52	\$14.02

REGULAR PART-TIME EMPLOYEES/PROJECT EMPLOYEES

Classification		step 1	step 2	step 3
Library Technician III	A	\$29,204.00	\$30,208.00	31,253.00
Key Punch Operator II	M	2,433.67	2,517.33	2,604.41
Clerk Typist II	D	112.32	116.18	120.20
	R	15.49	16.03	16.58
	S	16.64	17.21	17.81
Library Technician IV	A	\$31,493.00	\$32,614.00	\$33,792.00
Clerk Typist III	M	2,624.42	2,717.83	2,816.00
Secretary I	D	121.13	125.44	129.97
	R	16.71	17.30	17.93
	S	17.95	18.58	19.25
Library Technician V	A	\$34,038.00	\$35,293.00	\$36,612.00
	M	2,836.50	2,941.05	3,051.00
	D	130.92	135.74	140.82
	R	18.06	18.72	19.42
	S	19.40	20.11	20.86
Library Technician VI	A	\$36,887.00	\$38,291.00	\$39,766.00
Bibliographic Associate I	M	3,073.92	3,190.92	3,313.83
Computer Operator II	D	141.87	147.27	152.95
Conservation Technician	R	19.57	20.31	21.10
	S	21.02	21.82	22.66
Applications Programmer/ Analyst	A	\$39,735.00	\$41,290.00	\$42,919.00
	M	3,311.25	3,440.83	3,576.58
	D	152.83	158.81	165.07
	R	21.08	21.90	22.77
	S	22.64	23.53	24.46
Bookbinder	A	\$43,610.00	\$45,543.00	\$47,570.00
	M	3,634.17	3,795.25	3,964.17
	D	167.73	175.17	182.96
	R	23.14	24.16	25.24
	S	24.85	25.95	27.11
Rare Book Binder	A	\$47,996.00	\$50,152.00	\$52,421.00
	M	3,999.67	4,179.33	4,368.42
	D	184.60	192.89	201.62
	R	25.46	26.61	27.81
	S	27.35	28.58	29.87

A - Annual Salary

M - Monthly Rate

D - Daily Rate

R - Regular Rate (effective the day following Labour Day to June 30th)

S - Summer Rate (effective July 1st to Labour Day)

Progression - Regular Part-Time Employees

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

Application of Steps - Assistant Library Technician/Temporary Employees

Assistant Library Technicians shall be eligible to receive the next higher rate of pay in the event of re-employment upon completion of either one (1) session of employment or, if employed during the summer as a Temporary employee, upon completion of one (1) session of employment and the aforementioned summer temporary employment, whichever is applicable.

SCHEDULE II: Pension Plan

All regular part-time employees who hold an appointment of 25% or more and whose earnings are 35% or more of the Canada Pension Plan earnings ceiling are eligible to be enrolled in the University of Toronto Pension Plan, under the provisions of the Pension Plan for staff of the University of Toronto. Contributions are pro-rated to the percentage of full-time appointment.

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

SCHEDULE III: Group Life and Survivor Income Plan

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 Staffs, during the term of this Agreement. Employees may elect to take additional coverage in accordance with the provisions and regulations governing Optional Coverage as specified in the Group Life and Survivor Income Plan.

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

Regular part-time employees who hold an appointment of 25% or more of a full-time appointment shall be eligible to be enrolled in the said plan.

SCHEDULE IV: Dental Care Plan

The Employer agrees to contribute not less than **80%** of the premiums for full-time employees participating in the University of Toronto Dental Care Plan.

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

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

SCHEDULE V: Extended Health Care Plan

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

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

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

SCHEDULE VI: Semi-Private Hospital Accommodation Plan

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

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

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

SCHEDULE VII: 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 Staffs in accordance with the provisions and regulations of the said plan during the term of this Agreement.

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

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

SCHEDULE VIII: Visual Display Terminals

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 guidelines specified above be modified by the Office of Occupational Health and Safety during the life of this collective agreement such modifications shall apply to the bargaining unit.

SCHEDULE IX: Vision Care Plan

The Employer agrees to contribute not less than **50%** of the premiums for employees participating in the University of Toronto Vision 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 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 a condition of employment. Only employees who have Vision Care coverage through their spouse will be exempted from participation in the Vision Care Plan. Participating members who cancel coverage will not be allowed to rejoin the plan.

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

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

APPENDIX B: Statement of Grievance

UNIVERSITY OF TORONTO

Statement of Grievance

step #1

Number::

Presented By:..... Date:

Received by Supervisor: Department:

Campus:

Grievance

.....

.....

.....

Employee's Signature:.....

Steward's Signature:.....

Supervisor's Disposition:.....

.....

.....

.....

.....

.....

Supervisor's Signature:: Date of Answer:

Step #2

To : Designated Authority Date:.....

Signature of Chief Steward:.....

Received by Designated Authority:

Designated Authority's Disposition:

.....

.....

.....

.....

.....

Designated Authority's Signature:: Date:

ONE COPY TO

Labour Relations – White

Supervisor – Blue

Employee – Yellow

Union Steward – Pink

APPENDIX C: Job Classification Grievance Form**UNIVERSITY OF TORONTO LIBRARY
JOB CLASSIFICATION GRIEVANCE FORM**

Date: _____
Presented by: _____
Department and Section: _____
Job Classification being Grieved: _____ (Current Functional Title)
Statement of Grievance: _____
<u>Attachments:</u>
<input type="checkbox"/> Current Functional Title <input type="checkbox"/> Audit Report Dated: _____
<input type="checkbox"/> Detailed Outline of Present Job Duties
<input type="checkbox"/> Reason for Grievance (for example)
1. Have any additional duties been assigned to this position? If so, what were they and when were they assigned?
2. Have any major changes been made in the duties and responsibilities of this position? If so, what were they and when were they assigned?
3. Other?
Please provide any additional information relevant to the duties and responsibilities of this position.
Employee's Signature: _____
Chief Union Steward's Signature: _____
Disposition: _____
Signature: _____ Title: _____
Date: _____

Labour Relations – White
 Library Personnel Office – Blue
 Employee – Yellow
 Chief Union Steward – Pink

MEMORANDUM OF AGREEMENT: Unpaid Leave Days

In each twelve (12) month period the University shall designate up to three (3) unpaid leave days on which regular part-time employees shall not be required to work and shall not be paid. In the case of University/Library closures pursuant to this memorandum, Assistant Library Technician and Graduate Assistant Library Technician employees shall be **rescheduled** for the shifts affected at the appropriate rate of pay for the shift. It is agreed that prior to the end of each fiscal year the Employer and the Union shall meet to discuss the scheduling of days and timing of recovering payment for the days. In the event the parties are unable to reach agreement, the Employer reserves the right to schedule the days and the repayment.

LETTER OF INTENT: Memorandum of Agreement: Adjustment of Hours

**Regular Part-Time Employees
and
Assistant Library Technicians**

June 13, 1997

Mr. Brian Blakeley
National Representative
Canadian Union of Public Employees, Local 1230
Part-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. Blakeley,

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. Hours of work are not to exceed eight (8) hours per day.

In the event hours of work 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,

A handwritten signature in black ink, appearing to read "Brian Marshall", is written over the typed name.

Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Monthly Listing of Employment Status Changes

June 13, 1997

Mr. Brian Blakeley
National Representative
Canadian Union of Public Employees, Local 1230
Part-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. Blakeley,

It is agreed that with respect to regular part-time employees the Employer will provide the Recording Secretary of the Union, CUPE, Local 1230 with a monthly listing of employment status changes such as leaves of absence, maternity 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.

Yours truly,

A handwritten signature in black ink, appearing to read "Brian Marshall", written in a cursive style.

Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Replacement of Part-Time Employees

June 13, 1997

Mr. Brian Blakeley
National Representative
Canadian Union of Public Employees, Local 1230
Part-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. Blakeley,

It is not the intention of the Employer to hire temporary employees to replace regular part-time employees in the bargaining unit.

Yours truly,

A handwritten signature in black ink, appearing to read "Brian Marshall", written in a cursive style.

Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Adoption and Parental Leave

June 13, 1997

Mr. Brian **Blakeley**
National Representative
Canadian Union of Public Employees, Local 1230
Part-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. **Blakeley**,

The Employer and the Union are prepared to continue discussion as initiated in collective bargaining regarding issues related to adoption leave and parental leave for regular part-time employees, and access to the University's **SEB** plan. Both parties are prepared to recommend to their principals any agreement which is reached.

Yours truly,

A handwritten signature in black ink, appearing to read "Brian Marshall", written over a horizontal line.

Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Reclassification of Library Technician 3 Employees

June 13, 1997

Mr. Brian Blakeley
National Representative
Canadian Union of Public Employees, Local 1230
Part-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. Blakeley,

The Employer agrees that all regular part-time employees occupying positions classified at the Library Technician 3 level on February 13, 1997 shall, within four (4) weeks, be assigned new, additional, or amended duties and responsibilities consistent with the Library Technician 4 classification level. Such employees' rate of pay shall be adjusted to the wage rate at the Library Technician 4 level as of the date on which the changes in duties and responsibilities are made effective.

Yours truly,

A handwritten signature in black ink, appearing to read "Brian Marshall", written in a cursive style.

Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Conversion to Regular Part-Time Employees

June 13, 1997

Mr. Brian Blakeley
National Representative
Canadian Union of Public Employees, Local 1230
Part-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. Blakeley,

All current employees occupying ALT positions who, as of February 13, 1997 have ten (10) years or more experience in such positions shall be converted to regular part-time employees. The regular part-time positions which result from this conversion shall be classified at the Library Technician 3 level, and the rate of pay shall be the Library Technician 3, Step One rate. The full-time equivalency of such position shall be determined by reducing the regularly scheduled hours per week by ten (10) percent and calculating the equivalency on the basis of a full-time position at thirty-six and one-quarter ($36\frac{1}{4}$) hours per week. The conversion will take place within seven (7) days of the ratification of the collective agreement, and such employees shall enjoy regular part-time employee status. This conversion is a one-time only event and conversion will not be extended to any other employees who may achieve ten (10) years or more experience in such position at any time in the future.

Yours truly,



Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Exemption from Article **24:01**

June 13, 1997

Mr. Brian Blakeley
National Representative
Canadian Union of Public Employees, Local 1230
Part-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. Blakeley,

All employees who are employed in ALT or GALT positions as of February 13, 1997 shall be exempt from the requirement under Article **24:01** of this collective agreement that "preferred hiring" status shall cease and shall not be reinstituted once an employee has been employed for five (5) or more sessions.

All employees who are employed in ALT position as of February 13, 1997 shall be exempt from the requirement under Article **26:01** of this collective agreement for University of Toronto student status and for maintenance of such status as a condition of employment. Such employees will be required to be students and to maintain student status in accordance with Article 25:02 of the previous collective agreement which expired on August 31, 1996.

Yours truly,

A handwritten signature in black ink, appearing to read "Brian Marshall", written in a cursive style.

Brian Marshall
Director, Labour Relations

LETTER OF INTENT: Fee Waiver for Dependents

June 13, 1997

Mr. Brian **Blakeley**
National Representative
Canadian Union of Public Employees, Local 1230
Part-Time Bargaining Unit
305 Milner Avenue
Suite 901
Scarborough, Ontario
M1B 3V4

Dear Mr. Blakeley,

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

Yours truly,

A handwritten signature in black ink, appearing to read "Brian Marshall", written in a cursive style.

Brian Marshall
Director
Labour Relations

FEE WAIVER ACADEMIC TUITION FOR STAFF DEPENDENTS

In order to assist staff members who have dependents of University age or dependents who, at a later age, wish to pursue University studies, the University will extend to the dependents of such staff members a waiver of the academic tuition fee for specific University of Toronto programmes. The terms and conditions of this staff benefit as described below.

TERMS OF REFERENCE

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

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

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

ELIGIBILITY

Regular part-time employees who hold an appointment of 25% or more of a full-time appointment. The benefit will be pro-rated in accordance with the part-time appointment.

Student: Dependents proceeding towards a degree or certificate in a qualifying programme (not special students). Qualifying programmes are described under Provisions (below).

PROVISIONS

The academic tuition fee waiver is applicable to programmes which lead to a first undergraduate degree or certificate and which do not require prior undergraduate preparation since admission is normally gained directly from high school. Eligible dependents enrolled in these programmes will have their academic tuition fee waived for each academic year of the programme until the degree or certificate is awarded.

The waiver is not applicable to the following:

All programmes in:	Dentistry Education Law Medicine Royal Conservatory of Music School of Graduate Studies Library Science OISE/UT Management Studies Social Work School of Continuing Studies Woodsworth College Diplomas
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Transitional Year Programme
Pre-University Programme

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

PROCEDURE

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

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

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

Administration of this Policy

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

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