



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: July 1, 2005 to June 30, 2008

05273(09)

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COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of January 18, 2006.

- 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")

ARTICLE 1: RECOGNITION AND COVERAGE

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

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, layoff, discipline, suspend, or discharge employees;
- c) establish and enforce policies of general application, rules and regulations not inconsistent with the provisions of the Agreement governing the conduct of the employees and generally to manage and operate the University of Toronto.

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

ARTICLE 4: NO STRIKES NO LOCKOUTS

4:01 The Employer undertakes that there will not be a lockout as defined in the *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 Employer and the Union agree that there shall be no discrimination, interference, restriction, sexual harassment or coercion exercised or practiced 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.

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**, **40:02** and **40:03**, the Employer shall recognize a Negotiating Committee of the Union composed of not more than three (3) Bargaining Unit employees and the President of the Local, who have completed their probationary period.

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

National Representative

6:02 The Negotiating Committee shall be entitled to have present and be represented by a representative of the Canadian Union of Public Employees at all negotiation meetings between the Union and the Employer which are held pursuant to Articles **40:02** and **40:03**.

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 ($\frac{1}{2}$) 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.

ARTICLE 7: UNIVERSITY PAID LEAVE

7:01 Up to a total of eight (8) 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 Unit. Arrangements for such time off shall be made by the Union President in consultation with the Library Manager of Human Resources. The Union will provide five (5) working days notice for such leaves. It is agreed and understood that such leave shall be used exclusively for the business of the Library Bargaining Units. If not used, no portion of this leave may be carried over to the next month.

Union Paid Leave

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

University Business Leave

7:03 The Employer may, from time to time, request the Union to attend meeting(s) and/or working groups to discuss workplace issues concerning CUPE 1230 members. In requesting Union

presence, the Employer will endeavor to provide as much notice as possible, to outline the nature of the meeting, to outline the number of Union Representative(s) requested and to provide the time, location and anticipated duration of the meeting. Union Representatives on University Business Leave shall not suffer any loss of pay or benefits as a result of this leave. This leave shall not be used to substitute for leaves specified in Articles 7.01 or 7.02.

- 7:04** The Employer agrees that the President, the Chief Union Steward and the Steward involved in the processing of the grievance shall not suffer any loss of pay or benefits for the time involved attending arbitration hearings. It is understood no payment for time lost shall be made for attendance at such hearings to the grievor or Union witnesses.

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

- 8:01** No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union or as established by this Agreement. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its Supervisory or other personnel with whom the Union may be required to transact business.
- 8:02** In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards, whose duties shall be to assist any employee whom the Steward represents in preparing and in presenting the employee's grievance in accordance with the Grievance Procedure.
- 8:03** Stewards of the Canadian Union of Public Employees, Local 1230, 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. In the event that a Steward is not available, or that there is no Steward for a department, then a Steward-At-Large or the Chief Steward shall be authorized to act.
- 8:07** The department(s) covered by each Steward shall be listed in Appendix "A" of this Agreement. One (1) Steward from within the Bargaining Unit will be appointed by the Union as Chief Steward.
- 8:08** It is acknowledged that the Stewards shall have completed the probationary period prior to their appointment.
- 8:09** The Employer agrees that Stewards-At-Large or the Chief Steward or the President of the Local shall be given the opportunity of interviewing each new employee once, during the probationary period, for the purpose of informing such employees of the existence of the Union at the Library. Where there are a number of employees to be interviewed, it is agreed that it

shall be done on a group basis. The Employer shall advise the Union of the names of the persons to be interviewed, and the time and place for such interview, the duration of which shall be reasonable but not more than sixty (60) minutes.

- 8:10** A copy of the most recent Collective Agreement shall be provided to each new employee by the Employer.

ARTICLE 9: DISCIPLINARY INTERVIEW

Union Representation

- 9:01** When an employee is summoned to the Supervisor's office for an interview concerning discipline or conduct or unsatisfactory work performance, or for an interview or meeting or discussion including matters under investigation which may lead to discipline, the Supervisor will inform the employee of the employee's right to have a Union Steward present prior to discussing the matter with the employee. The Employer will arrange for a Union Steward to be present without undue delay and without further discussion of the matter. The Union Steward shall be present during such interview unless the employee requests otherwise and completes Appendix "A" to ~~so~~ indicate in the presence of the Union Steward. 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.

ARTICLE 10: SUSPENSION OR DISCHARGE NOTIFICATION

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

ARTICLE 11: GRIEVANCE PROCEDURE

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** 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 resolved by the Supervisor, it shall be summarized in writing on an employee grievance form provided by the Employer and signed by the employee involved and the employee's Steward, and submitted to the Supervisor by the Union Steward. The Supervisor shall give an answer in writing to the Steward within five (5) working days after the grievance has been presented in writing.

Step Two

11:03 If the grievance is not settled at Step One, the written grievance may be referred to the Library Manager of Human Resources by the Chief Union Steward within five (5) working days after receiving the answer in writing. A meeting shall be arranged between the Department Head and the Chief Union Steward within 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, 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, Labour Relations or his/her designate together with the Chief Librarian or his/her 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, 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, 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 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 Human Resources in writing on a Job Classification Grievance form (Appendix "C") signed by the employee and the Chief Steward. If the Library Manager of Human Resources 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 Steward. A meeting shall be arranged between the Chief Steward and the Library Manager of Human Resources 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 Human Resources shall reply to the Chief 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.

ARTICLE 12: DISCHARGE GRIEVANCE

- 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, Labour Relations within five (5) working days after the discharge of the employee. If the matter is not immediately settled, the Director, Labour Relations or his/her designate together with the Chief Librarian or his/her 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, 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 by registered mail or be personally delivered to the Director, 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, Labour Relations or his/her designate together with the Chief Librarian or his/her 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.

ARTICLE 14: MEDIATION / ARBITRATION

- 14:01** Prior to referring a grievance to arbitration, the parties will discuss the possibility of mediation, in the interests of resolving disputes as early as possible.
- 14:02** 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, and 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.

- 14:03** 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

- 14:04** 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 Chairman, or single Arbitrator as the case may be.

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

- 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 Chairman 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** New employees will be considered as probationary employees until after they have worked for a total of ninety **(90)** days or six **(6)** calendar months 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.

ARTICLE 17: 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/Assistant Computer Access Facility Attendant or Temporary Employee shall not acquire seniority during the term in that classification. The Employer will ensure an accurate record of all hours worked will be maintained.

17:04 In the event an Assistant Library Technician/Assistant Computer Access Facility Attendant 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 from the date of last hire 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, it being understood that the summer session shall not constitute a break in service.

Seniority List

17:05 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.

17:06 In the event an employee in the Full-Time Bargaining Unit is hired as an Assistant Library Technician/Assistant Computer Access Facility Attendant, 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 application of this provision shall not exceed one year from the time of absence of employment from the Full-Time Bargaining Unit.

17:07 The Employer shall maintain a seniority list showing the employee's first and last name, the employee's classification, and the date upon which each employee's service commenced. If the employee's appointment or status changes from Full-Time to Part-Time or vice versa, the employee's name shall be transferred to the appropriate seniority list. Up-to-date seniority lists shall be sent to the Union and posted on bulletin boards each September.

Loss/No Loss of Seniority

- 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 layoff, 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.
- 17:09** 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.

ARTICLE 18: 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.

Layoff -- Regular Part-Time Employees

- 18:02** In the event of layoffs, the Employer will arrange to set up a liaison between the laid-off employees and the Library Manager of Human Resources. The Union will arrange to be present if requested.

Cancellation of Recall Rights

- 18:03** Recall rights shall be terminated on the cancellation of an employee's seniority.

Notification of Change of Address

18:04 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

18:05 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

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

18:07 The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:

up to 4 years of service	4 weeks
4 years of service or more	1 week for each year of service to a maximum of 26 weeks

If the 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.

ARTICLE 19: TECHNOLOGICAL CHANGE -- REGULAR PART-TIME EMPLOYEES- Notification

19:01 The Employer shall notify the Union at least six **(6)** 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 **(2)** 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;

If the Employer and the Union fail to agree on the job classification established as a result of a technological change, the matter may be referred to the Grievance and Arbitration Procedure of this Agreement.

Layoff -- Technological Change

19:02 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

19:03 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**

19:04 The Employer will provide the Union with notice of any major organizational change affecting Regular Part-Time employees 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 20: LEAVES OF ABSENCE

General

20:01 Subject to the written approval of the Library Manager of Human Resources, any employee may be granted a leave of absence without pay because of personal illness or for valid personal reasons. All applications for leave of absence must be made in writing and submitted to the Library Manager of Human Resources. Any extension of a leave of absence must also be applied for and granted in writing.

Conventions and Seminars

20:02 Subject to the approval of the Library Manager of Human Resources and upon written request submitted at least fourteen (14) days in advance, leave of absence without pay or loss of seniority shall be granted to not more than four (4) employees at any one time, who may be elected or selected by Local 1230 to attend any authorized Labour Convention or Educational Seminar. Such leave of absence is to be confined to the actual duration of the Convention or Educational Seminar and the necessary travelling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

Pregnancy Leave -- Regular Part-Time Employees

20:03

- (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 who presents to the Department or Division Head a doctor's certificate or certificate from a midwife stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of seventeen (17) weeks.
- (b) For employees with thirteen (13) weeks of service or more the University will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and for the next fifteen (15) weeks, will pay the difference between Employment

Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits.

- (c) Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) weeks' notice being given to the University. If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the University written notice of the date the pregnancy leave began (e.g., if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the employee will be entitled to utilize sick leave in accordance with Article 21 until the actual birth of the baby, the expected date of delivery, or the date she intended to start her pregnancy leave as stated in her written notice, whichever comes first. An employee must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.
- (d) If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born, and the employee will be entitled to take a parental leave immediately after the birth. If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give the 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.
- (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 continues during an employee's pregnancy leave, provided the employee fulfills any requirements for said continuation.

Adoption Leave-- Regular Part-Time Employees

20:04 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 Employer 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 Employer 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 Human Resources 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 Human Resources.

Pregnancy Leave -- Regular Part-Time Employees, Assistant Library Technician/ Assistant Computer Access Facility Attendant, Graduate (Employment Standards Act)

20:05 A Regular Part-Time employee who has not completed the equivalent of one **(1)** year's service (**1,863** hours), an Assistant Library Technician/ Assistant Computer Access Facility Attendant, Graduate Assistant Library Technician/Assistant Help Desk Advisor, or a Temporary Employee may be granted pregnancy leave without pay in accordance with the ***Employment Standards Act of Ontario***.

20:06 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

20:07

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

- (d) 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.
- (e) 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.
- (f) 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.
- (g) If an employee wishes to change the date of return to work to a later date (but 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.
- (h) Seniority, vacation, benefits, and pensionable services continue during an employee's parental leave, provided the employee fulfils any requirements for said continuation.

Paternity Leave -- Regular Part-Time Employees

20:08 Upon the birth or adoption of a child a father or same-sex parent shall be granted up to three (3) days paid leave of absence.

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

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

20:09 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 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.

President of the Union Local

20: 0

- (a) Where an employee is elected or selected to the office of President of CUPE, Local 1230, he/she may request a fifty (50) percent FTE (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 of Human Resources for a period not to exceed one (1) year. The purpose of the fifty (50%) percent FTE leave time is for the President to conduct union business. Subject to approval of the Library Manager of 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 to the Library Manager of 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 of 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 President of CUPE, Local 1230 and is granted a fifty (50) percent FTE leave of absence in accordance with Article 20:10(a) the Employer shall continue to pay the officer during the leave of absence at his/her regular wage rate in the classification in which he/she is employed. The employee benefits in which the employee was enrolled immediately prior to commencing said leave of absence, shall continue at one hundred (100) percent FTE level.

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

- 20:11 Where an employee has been granted leave of absence without pay in accordance with and pursuant to Articles 20:01 (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

- 20:12 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.

Study/Research Leave

- 20:13 The Employer agrees to grant unpaid leave for up to twelve (12) months for non-permanent employees without loss of the preferred hiring status, if the leave is required as part of their University of Toronto academic programme.

ARTICLE 21 : BEREAVEMENT LEAVE -- Regular Part-Time Employees

- 21:01 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, nephew, first cousin, legal guardian, and legal ward.

ARTICLE 22: JURY DUTY OR CROWN WITNESS LEAVE

22:01 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.

ARTICLE 23: SICK LEAVE -- Regular Part-Time Employees

Definition

23:01 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

23:02 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

23:03 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

23:04 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. 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 copy of the medical certificate in advance of his/her return to work. The original copy of the said certificate must be provided immediately upon the employee's return to work.

23:05 A record of all used sick leave shall be kept by the Employer.

Misuse of Sick Leave

23:06 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**

23:07 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.

Accommodation / Return to Work -- Regular Part-Time Employees

23:08 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 as appointed under the Full-Time Collective Agreement.
- b) Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, one (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 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 issue, 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 25 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.

Exceptions

- 23:09** 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.

ARTICLE 24: HEALTH AND SAFETY COMMITTEE

- 24:01** The University is committed to the prevention of illness through the provisions 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, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate Supervisor or designate, in the interests of the health and safety of all members of the community.

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

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

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

It is further agreed that the Union may only submit a grievance should the University unilaterally amend or abrogate the terms of the Joint Health and Safety 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.

ARTICLE 25: JOB POSTING

- 25:01** 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 25:05, the Employer first will post notice of the said position in the Employer's offices and on the bulletin boards of the Library [three (3) of which shall be locked cases], and notify the Union, in writing, in order that all members will know about the position and be able to make written application therefore.

Further, an electronic copy will be posted for distribution. Such notice shall contain the following information: nature of the position, job description, required knowledge and education, ability and skills, hours of work, and salary rate or salary range. All notices shall include information regarding the selection process (e.g., "The selection process for eligible, qualified candidates will include **interview(s)**, a test or exercise and reference check(s).").

- 25:02** Any employee in the Bargaining Unit may make application for any vacant position arising out of Article **25:01** 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 Technician/ Assistant Computer Access Facility Attendant, Graduate Assistant Library Technician/Assistant Help Desk Advisor, and Temporary Employees will be given consideration.
- 25:03** "Canadian Union of Public Employees, Local **1230**" will be printed on all Job Postings for Part-Time Bargaining Unit positions.
- 25:04** When a position has been filled arising out of Article **25:01**, the Chief Union Steward will be advised of the selection of the successful candidate within five **(5)** working days.

ARTICLE 26: PREFERRED HIRING

- 26:01** 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 **28:01** 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. Postings shall include information about the hiatus period, if applicable. 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 **26:01** 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, GALT, AHDA or ACAFA.
- 26:02** Preference when assigning Assistant Library Technician/Assistant Computer Access Facility Attendant, Graduate Assistant Library Technician/Assistant Help Desk Advisor 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.
- 26:03** Assistant Library Technicians/Assistant Computer Access Facility Attendants and Graduate Assistant Library Technicians/Assistant Help Desk Advisors who have temporarily transferred to a project position during the previous session shall retain their status on the preferred hiring list in the current or following session, provided they meet the qualifications as set out in Article **28:01**.

Waiver

26:04 Notwithstanding Articles **25:01, 25:02, 26:01, 27:01, 27:02, 27:03, 27:04, 27:05** and **29:01**, 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.

26:05 The number of sessions worked by an applicant shall be considered when Assistant Library Technician/ Assistant Computer Access Facility Attendant and Graduate Assistant Library Technician/ Assistant Help Desk Advisor positions are assigned. Preference for schedules to be worked shall be indicated upon response to the posting by the applicant.

ARTICLE 27: TRANSFERS AND PROMOTIONS

Factors Affecting Selection

27:01 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 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

27:02 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

27:03 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

27:04 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

27:05 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 **he/she** 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.

Supervisory Positions

- 27:06 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.
- 27:07 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 28: CLASSIFICATIONS

- 28:01 **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/Assistant Computer Access Facility Attendant (ALT/ACAFA): Is a University of Toronto student in good standing enrolled in a course or courses leading to a degree or diploma covering the majority of the academic session or registered in the School of Graduate Studies, who is hired to work during the academic session, and whose appointment is limited to the academic session. Failure on the employee's part to be enrolled in a course or courses covering the majority of the academic session will result in immediate loss of employment. For purposes of this article the majority of the academic session is defined as the period from the first week of the course to the day following the last date established for dropping the course without academic penalty, applicable to both full and half courses. In the event of extenuating circumstances an employee who does not fulfill the above requirements may make a request to the Library Manager Human Resources for an exemption.

A **Graduate Assistant Library Technician/Assistant Help Desk Advisor (GALT/AHDA):** Is a University of Toronto graduate student in good standing who is hired to work during the academic session in a position requiring a graduate student and whose appointment is limited to the academic session. Should an employee in a GALT/AHDA 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.

The Employer retains the right to verify student enrolment status at the time of hiring and the period immediately following any academic penalty drop date.

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

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.

- 28:02 Assistant Library Technicians/Assistant Computer Access Facility Attendant 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/ Assistant Computer Access Facility Attendant may be required to work in excess of twenty-four (24) hours per week, but no more than thirty-three (33) hours per week.

Definitions

- 28:03 For the purpose of interpreting clause 28:01, 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

28:04 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.

28:05 The Employer will not establish special projects that will displace Full-Time or Regular Part-Time employees.

ARTICLE 29: NEW JOB CLASSIFICATIONS

29:01 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'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 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.

ARTICLE 30: GENERAL

Correspondence

30:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director, Labour Relations University of Toronto, 215 Huron Street, 8th Floor, Toronto, Ontario, M5S 1A2 and the National Representative, Canadian Union of Public Employees, 305 Milner Avenue, Suite 800, Scarborough, Ontario, M1B 3V4 or the President of CUPE, Local 1230, John Robarts Library, Room 14019, 369 Huron Street, Toronto, Ontario, M5S 1A5, with copies to the National Representative or the President of CUPE, Local 1230, as the case may be.

Notification of Change of Status

30:02 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

- 30:03** 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

- 30:04** 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 of Human Resources. In the event such application is rejected, the Library Manager of Human Resources shall give reasons for rejection to the employee in writing.

Human Resources Files

- 30:05** 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 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 Human Resources 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 the conditions which the Library Manager of Human Resources deems appropriate to ensure security of the file.

Reporting Absence

- 30:06** 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.

ARTICLE 31: HOURS OF WORK AND OVERTIME

Standard Hours

- 31:01** Standard hours of work for all employees shall be seven and one-quarter ($7^{1/4}$) hours per day, thirty-six and one-quarter ($36^{1/4}$) hours per week, except from July 1 to Labour Day, during which period the hours of work shall be six and three-quarters ($6^{3/4}$) hours per day and thirty-three and three-quarters ($33^{3/4}$) hours per week, provided this shall not constitute a guarantee of hours per day or hours of work per week.

Compensatory Rescheduling -- Assistant Library **Technician/Assistant** Computer Access Facility Attendant, Graduate Assistant Library **Technician/Assistant** Help Desk Advisor, and Temporary Employees

- 31:02** 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

31:03 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^{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

31:04 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.

Sunday Work -- Regular Part-Time Employees

31:05 All regularly scheduled time worked on Sunday shall be paid for at one and one half (1^{1/2}) times the standard rate.

Meal Allowance -- Regular Part-Time Employees

31:06 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

31:07 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

31:08 Premium payments shall not be duplicated under any of the terms of this Agreement. If premium payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay.

ARTICLE 32: WAGES

32:01 The Employer agrees to pay the schedule of wage rates attached hereto as Schedule I.

ARTICLE 33: HOLIDAYS

33:01 All employees covered by this agreement shall be granted the following paid holidays with pay at the employee's regular rate of pay for his/her normal number of working hours.

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

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

33:02 Employees who qualify are entitled to take public holidays off work and be paid public holiday pay, or they can agree in writing to work on the holiday, and will be paid either:

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

33:03 Generally, employees qualify for public holiday entitlements unless they:

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

33:04 Example calculation to determine the amount of public holiday pay a qualified employee is entitled to:

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

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

33:05 The Employer shall designate the day of observance of paid holidays in the aforementioned Article 20:01. Notice shall be sent to the Union by the Employer within a reasonable time period prior to the date of observance of the paid holiday or paid holidays.

ARTICLE 34: VACATIONS

Vacations -- Regular Part-Time Employees

34:01 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.

Vacation requests made after May 15 will be responded to within fifteen (15) working days.

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

34:02 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

34:03 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 **Technician/Assistant** Computer Access Facility Attendant, Graduate Assistant Library **Technician/Assistant** Help Desk Advisor, Temporary Employees, and Project Employees

34:04 Employees shall be paid four (4) percent of gross earnings as vacation pay regularly on a bi-weekly basis.

ARTICLE 35: BENEFITS-- Regular Part-Time Employees

35:01 The Employer agrees to provide for all Regular Part-Time employees who hold appointments of twenty-five (25) percent or more of Full-Time appointments the following benefit plans:

Pension Plan

35:02 The Employer agrees to provide for all Regular Part-Time employees who hold an appointment of twenty-five (25) percent or more and whose earnings are thirty-five (35) percent or more of the *Canada Pension Plan* earnings ceiling, a Pension Plan, the details of which are set out in Schedule II.

Group Life and Survivor Income Plan

35:03 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

35:04 The Employer agrees to provide a Dental Care Plan, the details of which are set out in Schedule IV.

Extended Health Care Plan

35:05 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

35:06 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

35:07 The Employer agrees to provide a Long-Term Disability Plan, the details of which are set out in Schedule VII.

Vision Care

35:08 The Employer agrees to provide a Vision Care Plan, the details of which are set out in Schedule VIII.

ARTICLE 36: UNION SECURITY

Union Dues

36:01 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

36:02 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

36:03 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

36:04 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 (including e-mail address, home address and phone number where available) from whom the deductions were made. For the purpose of submitting the contact information as outlined above, on a go forward basis this will be done as soon as practicable following ratification of the Collective Agreement.

ARTICLE 37: OCCUPATIONAL 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 Committee shall meet at intervals of not more than three (3) months or as requested by either the Union or the Employer. Members of the Committee shall be compensated for attendance at scheduled Committee meetings. A secretary shall be provided for the Committee, who shall record minutes of each meeting and transmit them to the parties. The Committee shall annually elect Chairpersons.

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

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.

ARTICLE 38: UNION MANAGEMENT COMMITTEE

38:01 The parties agree that there will be a joint Union Management Committee consisting of four (4) representatives from the University and four (4) selected by the Union, one of which shall be the local Union President, who shall be an ex-officio member of the committee. All four (4) Union Members of the committee shall suffer no loss of regular straight time pay, when they would otherwise have been at work. The National Representative of the Union may also attend such meetings. Meetings will be held on a monthly basis and each party shall submit to the other, fourteen (14) calendar days before a meeting, a written summary of the topics to be discussed at the upcoming meeting. All agenda items must be mutually agreed to, prior to being placed on the agenda or discussed at this meeting. Meetings will not be used to discuss matters which are the subject of a grievance or to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify or amend any part of the Collective Agreement. A representative of each party shall be designated Co-Chairperson, and the two persons so designated shall alternate presiding over meetings.

ARTICLE 39: THREE DAYS OFF WITH PAY -- Regular Part-Time Employees

39:01 For each twelve (12) month period beginning with July 1st, the Employer will designate three (3) days on which employees do not have to work and in respect of which employees will suffer no loss of regular straight-time pay.

Employees required to work by the Employer 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 his or her Supervisor.

The Employer, in its sole discretion, shall designate the three (3) days in a given twelve (12) month period. Notice will be sent to the Union by the University within a reasonable time period prior to the designated dates of these days.

These days are not "holidays" for any purpose under the Collective Agreement, including Article 31, Holidays.

ARTICLE 40: MODIFICATION OR TERMINATION

40:01 This Agreement shall continue in force and effect until June 30, 2008 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

40:02 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.

40:03 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 January 18, 2006.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Vice-president, Human Resources & Equity

Secretary of Governing Council

AND:

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

National Representative

President

SCHEDULE I: WAGES (July 1, 2005)

<u>Classification - Job Code</u>	<u>Pay</u>		<u>Step</u>		
	<u>Scale</u>	<u>Group</u>	<u>1</u>	<u>2</u>	<u>3</u>
Access & Reference Services Associate	7	A	\$ 37,248	\$ 38,573	\$ 39,967
Access Services Associate		M	\$ 3,103.96	\$ 3,214.45	\$ 3,330.58
Access Services Generalist		D	\$ 143.26	\$ 148.36	\$ 153.72
Acquisitions Administrative Support Assistant		R	\$ 19.76	\$ 20.46	\$ 21.20
Acquisitions Assistant		S	\$ 21.22	\$ 21.98	\$ 22.77
Business Office Associate					
Computing Access Facility Attendant					
Cataloguing Assistant					
Digital Scanner					
Digital Scanning Associate					
Driver					
Photoduplication Associate					
Resource Sharing Associate					
Shipping Receiving Clerk					
Serials Associate					
Accounting & Procurement Associate	6	A	\$ 40,257	\$ 41,742	\$ 43,302
Administrative Support Associate		M	\$ 3,354.79	\$ 3,478.47	\$ 3,608.47
Digital Scanner (Rare Materials)		D	\$ 154.84	\$ 160.54	\$ 166.54
High Density Access & Retrieval Associate		R	\$ 21.36	\$ 22.14	\$ 22.97
Senior Access Services Associate		S	\$ 22.94	\$ 23.78	\$ 24.67
Senior Access Services Generalist					
Senior Acquisitions Associate					
Senior Digital Scanning Associate					
Senior Preservation Associate					
Senior Reference & Access Services Assoc.					
Senior Resource Sharing Associate					
Senior Serials Associate					
Access/Information Services Specialist	5	A	\$ 43,627	\$ 45,287	\$ 47,032
Acquisitions Specialist		M	\$ 3,635.59	\$ 3,773.92	\$ 3,919.30
Business Office Project Specialist		D	\$ 167.80	\$ 174.18	\$ 180.89
Computer Systems Associate		R	\$ 23.14	\$ 24.02	\$ 24.95
Computer Systems Specialist (Cataloguing)		S	\$ 24.86	\$ 25.80	\$ 26.80
Derived Cataloguer					
Derived Cataloguer & Sr. Access Serv.Assoc.					
Digital Collections Programmer/Analyst					
Help Desk Advisor					
Preservation Specialist					
Procurement Specialist					
Resource Sharing Specialist					
Serials Access Specialist					
Serials Acquisitions Specialist					
Web Design Associate					
Computer Systems Specialist	4	A	\$ 46,996	\$ 48,835	\$ 50,762
Customer Support Associate		M	\$ 3,916.30	\$ 4,069.56	\$ 4,230.14
Executive Asst. (Admin & Technical Support)		D	\$ 180.75	\$ 187.83	\$ 195.24
Graphic Designer		R	\$ 24.93	\$ 25.91	\$ 26.93
Original Cataloguer		S	\$ 26.78	\$ 27.83	\$ 28.92
Original Cataloguer & Reference Specialist					
Reference Specialist					
Senior Serials Acquisitions Specialist					
Conservator	3	A	\$ 51,579	\$ 53,865	\$ 56,262
Facilities, Shipping & Receiving Lead Hand		M	\$ 4,298.22	\$ 4,488.72	\$ 4,688.50
		D	\$ 198.38	\$ 207.17	\$ 216.39
		R	\$ 27.36	\$ 28.58	\$ 29.85
		S	\$ 29.39	\$ 30.69	\$ 32.06
Help Desk Analyst	2	A	\$ 56,766	\$ 60,566	\$ 64,503
		M	\$ 4,730.53	\$ 5,047.18	\$ 5,375.23
		D	\$ 218.33	\$ 232.95	\$ 248.09
		R	\$ 30.11	\$ 32.13	\$ 34.22
		S	\$ 32.35	\$ 34.51	\$ 36.75
Computer Systems Admin. (Library Info.Syst.)	1	A	\$ 62,443	\$ 65,247	\$ 68,199
Computer Systems Admin. (Local Systems)		M	\$ 5,203.60	\$ 5,437.25	\$ 5,683.26
		D	\$ 240.17	\$ 250.95	\$ 262.30
		R	\$ 33.13	\$ 34.61	\$ 36.18
		S	\$ 35.58	\$ 37.18	\$ 38.86

WAGES - (July 1, 2006)

Classification - Job Code	Pay		Step 1	Step 2	Step 3
	Scale	Group			
Access & Reference Services Associate	7	A	\$ 38,179	\$ 39,538	\$ 40,966
Access Services Associate		M	\$ 3,181.56	\$ 3,294.81	\$ 3,413.84
Access Services Generalist		D	\$ 146.84	\$ 152.07	\$ 157.56
Acquisitions Administrative Support Assistant		R	\$ 20.25	\$ 20.97	\$ 21.73
Acquisitions Assistant		S	\$ 21.75	\$ 22.53	\$ 23.34
Business Office Associate					
Computing Access Facility Attendant					
Cataloguing Assistant					
Digital Scanner					
Digital Scanning Associate					
Driver					
Photoduplication Associate					
Resource Sharing Associate					
Shipping Receiving Clerk					
Serials Associate					
Accounting & Procurement Associate	6	A	\$ 41,264	\$ 42,785	\$ 44,384
Administrative Support Associate		M	\$ 3,438.66	\$ 3,565.43	\$ 3,698.68
Digital Scanner (Rare Materials)		D	\$ 158.71	\$ 164.56	\$ 170.71
High Density Access & Retrieval Associate		R	\$ 21.89	\$ 22.70	\$ 23.55
Senior Access Services Associate		S	\$ 23.51	\$ 24.38	\$ 25.29
Senior Access Services Generalist					
Senior Acquisitions Associate					
Senior Digital Scanning Associate					
Senior Preservation Associate					
Senior Reference & Access Services Assoc.					
Senior Resource Sharing Associate					
Senior Serials Associate					
Access/Information Services Specialist	5	A	\$ 44,718	\$ 46,419	\$ 48,207
Acquisitions Specialist		M	\$ 3,726.48	\$ 3,868.27	\$ 4,017.28
Business Office Project Specialist		D	\$ 171.99	\$ 178.54	\$ 185.41
Computer Systems Associate		R	\$ 23.72	\$ 24.83	\$ 25.57
Computer Systems Specialist (Cataloguing)		S	\$ 25.48	\$ 26.45	\$ 27.47
Derived Cataloguer					
Derived Cataloguer & Sr. Access Serv.Assoc					
Digital Collections Programmer/Analyst					
Help Desk Advisor					
Preservation Specialist					
Procurement Specialist					
Resource Sharing Specialist					
Serials Access Specialist					
Serials Acquisitions Specialist					
Web Design Associate					
Computer Systems Specialist	4	A	\$ 48,171	\$ 50,056	\$ 52,031
Customer Support Associate		M	\$ 4,014.21	\$ 4,171.30	\$ 4,335.89
Executive Asst. (Admin & Technical Support)		D	\$ 185.27	\$ 192.52	\$ 200.12
Graphic Designer		R	\$ 25.55	\$ 26.55	\$ 27.60
Original Cataloguer		S	\$ 27.45	\$ 28.52	\$ 29.65
Original Cataloguer & Reference Specialist					
Reference Specialist					
Senior Serials Acquisitions Specialist					
Conservator	3	A	\$ 52,868	\$ 55,211	\$ 57,669
Facilities, Shipping & Receiving Lead Hand		M	\$ 4,405.68	\$ 4,600.94	\$ 4,805.71
		D	\$ 203.34	\$ 212.35	\$ 221.80
		R	\$ 28.05	\$ 29.29	\$ 30.59
		S	\$ 30.12	\$ 31.46	\$ 32.86
Help Desk Analyst	2	A	\$ 58,185	\$ 62,080	\$ 66,115
		M	\$ 4,848.79	\$ 5,173.36	\$ 5,509.61
		D	\$ 223.79	\$ 238.77	\$ 254.29
		R	\$ 30.87	\$ 32.93	\$ 35.07
		S	\$ 33.15	\$ 35.37	\$ 37.67
Computer Systems Admin. (Library Info.Syst.)	1	A	\$ 64,004	\$ 66,878	\$ 69,904
Computer Systems Admin. (Local Systems)		M	\$ 5,333.69	\$ 5,573.18	\$ 5,825.34
		D	\$ 246.17	\$ 257.22	\$ 268.86
		R	\$ 33.95	\$ 35.48	\$ 37.08
		S	\$ 36.47	\$ 38.11	\$ 39.83

WAGES - (January 1, 2007)

<u>Classification - Job Code</u>	<u>Pay</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	<u>Scale</u>	<u>Group</u>			
Access & Reference Services Associate	7	A	\$ 38,370	\$ 39,735	\$ 41,171
Access Services Associate		M	\$ 3,197.47	\$ 3,311.28	\$ 3,430.91
Access Services Generalist		D	\$ 147.58	\$ 152.83	\$ 158.35
Acquisitions Administrative Support Assistant		R	\$ 20.36	\$ 21.08	\$ 21.84
Acquisitions Assistant		S	\$ 21.86	\$ 22.64	\$ 23.46
Business Office Associate					
Computing Access Facility Attendant					
Cataloguing Assistant					
Digital Scanner					
Digital Scanning Associate					
Driver					
Photoduplication Associate					
Resource Sharing Associate					
Shipping Receiving Clerk					
Serials Associate					
Accounting & Procurement Associate	6	A	\$ 41,470	\$ 42,999	\$ 44,606
Administrative Support Associate		M	\$ 3,455.85	\$ 3,583.26	\$ 3,717.17
Digital Scanner (Rare Materials)		D	\$ 159.50	\$ 165.38	\$ 171.56
High Density Access & Retrieval Associate		R	\$ 22.00	\$ 22.81	\$ 23.66
Senior Access Services Associate		S	\$ 23.63	\$ 24.50	\$ 25.42
Senior Access Services Generalist					
Senior Acquisitions Associate					
Senior Digital Scanning Associate					
Senior Preservation Associate					
Senior Reference & Access Services Assoc.					
Senior Resource Sharing Associate					
Senior Serials Associate					
Access/Information Services Specialist	5	A	\$ 44,941	\$ 46,651	\$ 48,448
Acquisitions Specialist		M	\$ 3,745.11	\$ 3,887.61	\$ 4,037.37
Business Office Project Specialist		D	\$ 172.85	\$ 179.43	\$ 186.34
Computer Systems Associate		R	\$ 23.84	\$ 24.75	\$ 25.70
Computer Systems Specialist (Cataloguing)		S	\$ 25.61	\$ 26.58	\$ 27.61
Derived Cataloguer					
Derived Cataloguer & Sr. Access Serv.Assoc.					
Digital Collections Programmer/Analyst					
Help Desk Advisor					
Preservation Specialist					
Procurement Specialist					
Resource Sharing Specialist					
Serials Access Specialist					
Serials Acquisitions Specialist					
Web Design Associate					
Computer Systems Specialist	4	A	\$ 48,411	\$ 50,306	\$ 52,291
Customer Support Associate		M	\$ 4,034.28	\$ 4,192.16	\$ 4,357.57
Executive Asst. (Admin & Technical Support)		D	\$ 186.20	\$ 193.48	\$ 201.12
Graphic Designer		R	\$ 25.68	\$ 26.69	\$ 27.74
Original Cataloguer		S	\$ 27.58	\$ 28.66	\$ 29.80
Original Cataloguer & Reference Specialist					
Reference Specialist					
Senior Serials Acquisitions Specialist					
Conservator	3	A	\$ 53,133	\$ 55,487	\$ 57,957
Facilities, Shipping & Receiving Lead Hand		M	\$ 4,427.71	\$ 4,623.94	\$ 4,829.74
		D	\$ 204.36	\$ 213.41	\$ 222.91
		R	\$ 28.19	\$ 29.44	\$ 30.75
		S	\$ 30.27	\$ 31.62	\$ 33.02
Help Desk Analyst	2	A	\$ 58,476	\$ 62,391	\$ 66,446
		M	\$ 4,873.03	\$ 5,199.23	\$ 5,537.16
		D	\$ 224.91	\$ 239.96	\$ 255.56
		R	\$ 31.02	\$ 33.10	\$ 35.25
		S	\$ 33.32	\$ 35.55	\$ 37.86
Computer Systems Admin. (Library Info.Syst.)	1	A	\$ 64,324	\$ 67,213	\$ 70,254
Computer Systems Admin. (Local Systems)		M	\$ 5,360.36	\$ 5,601.05	\$ 5,854.47
		D	\$ 247.40	\$ 258.51	\$ 270.21
		R	\$ 34.12	\$ 35.66	\$ 37.27
		S	\$ 36.65	\$ 38.30	\$ 40.03

WAGES - (July 1, 2007)

<u>Classification - Job Code</u>	<u>Pay</u>		<u>Step 1</u>			<u>Step 2</u>			<u>Step 3</u>		
	<u>Scale</u>	<u>Group</u>									
Access & Reference Services Associate	7	A	\$	39,329	\$	40,729	\$	42,200			
Access Services Associate		M	\$	3,277.41	\$	3,394.06	\$	3,516.68			
Access Services Generalist		D	\$	151.27	\$	156.65	\$	162.31			
Acquisitions Administrative Support Assistant		R	\$	20.86	\$	21.61	\$	22.39			
Acquisitions Assistant		S	\$	22.41	\$	23.21	\$	24.05			
Business Office Associate											
Computing Access Facility Attendant											
Cataloguing Assistant											
Digital Scanner											
Digital Scanning Associate											
Driver											
Photoduplication Associate											
Resource Sharing Associate											
Shipping Receiving Clerk											
Serials Associate											
Accounting & Procurement Associate	6	A	\$	42,507	\$	44,074	\$	45,721			
Administrative Support Associate		M	\$	3,542.25	\$	3,672.84	\$	3,810.10			
Digital Scanner (Rare Materials)		D	\$	163.49	\$	169.52	\$	175.85			
High Density Access & Retrieval Associate		R	\$	22.55	\$	23.38	\$	24.26			
Senior Access Services Associate		S	\$	24.22	\$	25.11	\$	26.05			
Senior Access Services Generalist											
Senior Acquisitions Associate											
Senior Digital Scanning Associate											
Senior Preservation Associate											
Senior Reference & Access Services Assoc											
Senior Resource Sharing Associate											
Senior Serials Associate											
Access/Information Services Specialist	5	A	\$	46,065	\$	47,818	\$	49,660			
Acquisitions Specialist		M	\$	3,838.74	\$	3,984.80	\$	4,138.30			
Business Office Project Specialist		D	\$	177.17	\$	183.91	\$	191.00			
Computer Systems Associate		R	\$	24.44	\$	25.37	\$	26.34			
Computer Systems Specialist (Cataloguing)		S	\$	26.25	\$	27.25	\$	28.30			
Derived Cataloguer											
Derived Cataloguer & Sr. Access Serv.Assoc.											
Digital Collections Programmer/Analyst											
Help Desk Advisor											
Preservation Specialist											
Procurement Specialist											
Resource Sharing Specialist											
Serials Access Specialist											
Serials Acquisitions Specialist											
Web Design Associate											
Computer Systems Specialist	4	A	\$	49,622	\$	51,564	\$	53,598			
Customer Support Associate		M	\$	4,135.14	\$	4,296.96	\$	4,466.51			
Executive Asst. (Admin & Technical Support)		D	\$	190.85	\$	198.32	\$	206.15			
Graphic Designer		R	\$	26.32	\$	27.35	\$	28.43			
Original Cataloguer		S	\$	28.27	\$	29.38	\$	30.54			
Original Cataloguer & Reference Specialist											
Reference Specialist											
Senior Serials Acquisitions Specialist											
Conservator	3	A	\$	54,461	\$	56,874	\$	59,406			
Facilities, Shipping & Receiving Lead Hand		M	\$	4,538.40	\$	4,739.54	\$	4,950.48			
		D	\$	209.46	\$	218.75	\$	228.48			
		R	\$	28.89	\$	30.17	\$	31.51			
		S	\$	31.03	\$	32.41	\$	33.85			
Help Desk Analyst	2	A	\$	59,938	\$	63,951	\$	68,107			
		M	\$	4,994.86	\$	5,329.21	\$	5,675.59			
		D	\$	230.53	\$	245.96	\$	261.95			
		R	\$	31.80	\$	33.93	\$	36.13			
		S	\$	34.15	\$	36.44	\$	38.81			
Computer Systems Admin. (Library Info.Syst.)	1	A	\$	65,932	\$	68,893	\$	72,010			
Computer Systems Admin. (Local Systems)		M	\$	5,494.37	\$	5,741.08	\$	6,000.83			
		D	\$	253.59	\$	264.97	\$	276.96			
		R	\$	34.98	\$	36.55	\$	38.20			
		S	\$	37.57	\$	39.26	\$	41.03			

WAGES - (January 1, 2008)

<u>Classification - Job Code</u>	<u>Pay</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	<u>Scale</u>	<u>Group</u>			
Access & Reference Services Associate	7	A	\$ 39,526	\$ 40,932	\$ 42,411
Access Services Associate		M	\$ 3,293.80	\$ 3,411.03	\$ 3,534.26
Access Services Generalist		D	\$ 152.02	\$ 157.43	\$ 163.12
Acquisitions Administrative Support Assistant		R	\$ 20.97	\$ 21.71	\$ 22.50
Acquisitions Assistant		S	\$ 22.52	\$ 23.32	\$ 24.17
Business Office Associate					
Computing Access Facility Attendant					
Cataloguing Assistant					
Digital Scanner					
Digital Scanning Associate					
Driver					
Photoduplication Associate					
Resource Sharing Associate					
Shipping Receiving Clerk					
Serials Associate					
Accounting & Procurement Associate	6	A	\$ 42,720	\$ 44,294	\$ 45,950
Administrative Support Associate		M	\$ 3,559.96	\$ 3,691.20	\$ 3,829.15
Digital Scanner (Rare Materials)		D	\$ 164.31	\$ 170.36	\$ 176.73
High Density Access & Retrieval Associate		R	\$ 22.66	\$ 23.50	\$ 24.38
Senior Access Services Associate		S	\$ 24.34	\$ 25.24	\$ 26.18
Senior Access Services Generalist					
Senior Acquisitions Associate					
Senior Digital Scanning Associate					
Senior Preservation Associate					
Senior Reference & Access Services Assoc.					
Senior Resource Sharing Associate					
Senior Serials Associate					
Access/Information Services Specialist	5	A	\$ 46,295	\$ 48,057	\$ 49,908
Acquisitions Specialist		M	\$ 3,857.93	\$ 4,004.72	\$ 4,158.99
Business Office Project Specialist		D	\$ 178.06	\$ 184.83	\$ 191.95
Computer Systems Associate		R	\$ 24.56	\$ 25.49	\$ 26.48
Computer Systems Specialist (Cataloguing)		S	\$ 26.38	\$ 27.38	\$ 28.44
Derived Cataloguer					
Derived Cataloguer & Sr. Access Serv.Assoc.					
Digital Collections Programmer/Analyst					
Help Desk Advisor					
Preservation Specialist					
Procurement Specialist					
Resource Sharing Specialist					
Serials Access Specialist					
Serials Acquisitions Specialist					
Web Design Associate					
Computer Systems Specialist	4	A	\$ 49,870	\$ 51,821	\$ 53,866
Customer Support Associate		M	\$ 4,155.81	\$ 4,318.45	\$ 4,488.84
Executive Asst. (Admin & Technical Support)		D	\$ 191.81	\$ 199.31	\$ 207.18
Graphic Designer		R	\$ 26.46	\$ 27.49	\$ 28.58
Original Cataloguer		S	\$ 28.42	\$ 29.53	\$ 30.69
Original Cataloguer & Reference Specialist					
Reference Specialist					
Senior Serials Acquisitions Specialist					
Conservator	3	A	\$ 54,733	\$ 57,159	\$ 59,703
Facilities, Shipping & Receiving Lead Hand		M	\$ 4,561.09	\$ 4,763.24	\$ 4,975.23
		D	\$ 210.51	\$ 219.84	\$ 229.63
		R	\$ 29.04	\$ 30.32	\$ 31.67
		S	\$ 31.19	\$ 32.57	\$ 34.02
Help Desk Analyst	2	A	\$ 60,238	\$ 64,270	\$ 68,448
		M	\$ 5,019.83	\$ 5,355.86	\$ 5,703.97
		D	\$ 231.68	\$ 247.19	\$ 263.26
		R	\$ 31.96	\$ 34.10	\$ 36.31
		S	\$ 34.32	\$ 36.62	\$ 39.00
Computer Systems Admin. (Library Info.Syst.)	1	A	\$ 66,262	\$ 69,237	\$ 72,370
Computer Systems Admin. (Local Systems)		M	\$ 5,521.84	\$ 5,769.79	\$ 6,030.83
		D	\$ 254.85	\$ 266.30	\$ 278.35
		R	\$ 35.15	\$ 36.73	\$ 38.39
		S	\$ 37.76	\$ 39.45	\$ 41.24

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/Assistant Computer Access Facility Attendant and Temporary Employees

Assistant Library Technician/Assistant Computer Access Facility Attendants 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 twenty-five (25) percent or more and whose earnings are thirty-five (35) percent or more of the Canada Pension Plan earnings ceiling are eligible to be enrolled in the University of Toronto Pension Plan, under the provisions of the Pension Plan for staff of the University of Toronto. Contributions are prorated 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 twenty-five (25) percent 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 eighty (80) percent 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 twenty-five (25) percent or more of a Full-Time appointment, the Employer's contribution shall be pro-rated to the percentage of the appointment.

SCHEDULE V: EXTENDEDHEALTHCAREPLAN

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

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

For Regular Part-Time employees who hold an appointment of twenty-five (25) percent or more of a Full-Time appointment, the Employer's contribution shall be pro-rated to the percentage of the appointment.

Employees will be covered for hearing aid to a maximum of three hundred (\$300) dollars, every three (3) years.

SCHEDULE VI: SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN

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

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

For Regular Part-Time employees who hold an appointment of twenty-five (25) percent or more of a Full-Time appointment, the Employer's contribution shall be pro-rated to the percentage of 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 twenty-five (25) percent or more of a Full-Time appointment, the Employer's contribution shall be pro-rated to the percentage of the appointment.

SCHEDULE VIII: VISION CARE PLAN

The Employer agrees to contribute not less than fifty (50) percent of the premiums for Full-Time 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 mandatory for all eligible regular part time members of the Bargaining Unit, with the following exception. Only employees who have Vision Care coverage through their spouse will be exempted from participation in the Vision Care Plan.

For Regular Part-Time employees who hold an appointment of twenty-five (25) percent or more of a Full-Time appointment, the Employer's contribution shall be pro-rated to the percentage of the appointment.

Coverage up to two hundred and fifty (250) dollars every two (2) years per covered person as soon as practicable.

Coverage includes contact lens and prescription sunglasses.

SCHEDULE IX: VISUAL DISPLAY TERMINALS

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

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

MEMORANDUM OF AGREEMENT: Pension Plan -- Regular Part-Time Employees**Early Retirement Window**

The University agrees to extend the 55/75 early retirement window to December 31, 2006.

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

0.5 percent of HIGHEST AVERAGE EARNINGS up to average CPP maximum salary

Multiplied (x)

Pensionable service

Reduced by (-)

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

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

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

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

LETTER OF INTENT: NON-MANDATORY RETIREMENT -- REGULAR PART TIME EMPLOYEES

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

In the event legislation is passed, the Employer agrees that there will be discussions between the Union and the Employer, about non-mandatory retirement legislation.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF AGREEMENT: Pregnancy, Adoption, and Parental Leave

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

Re: Articles 20:03, 20:04, 20:05, and 20:07 (Pregnancy, Adoption, and Parental Leave)
Of the Part-Time Collective Agreement

I am writing to confirm and record our agreement in negotiations for a renewal Collective Agreement that if during the term of the renewal agreement, or any statutory freeze period beyond the term of the renewal Collective Agreement, a grievance is filed alleging that the above-noted provisions of the Collective Agreement discriminate in any way against non-adoptive parents, the parties agree as follows:

- a) The grievance will forthwith be deemed to be and will be settled by the University and the Union on a without prejudice or precedent basis by granting to the non-adoptive parent grievor the benefits available to adoptive parents under Article 20:04, provided the non-adoptive parent grievor was otherwise eligible for and entitled to parental leave benefits under Article 20:05 at the time the grievance was filed.
- b) The parties agree that the Collective Agreement shall be deemed to be and will be amended effective the date the grievance was filed by deleting existing Article 20:04 and replacing it with new Article 20:04 Primary Caregiver Leave in the form attached to this letter as Appendix A.

The parties agree that Arbitrator William Kaplan will be seized of any issues concerning the interpretation, application, administration, or alleged violation of this Letter of Agreement.

By the signature of authorized representatives hereunder the University and the Union agree to the terms and conditions of this Letter of Agreement.

Mary Catherine McCarthy

Mary Ann Ross

LETTER OF INTENT: MEMORANDUM OF AGREEMENT: ADJUSTMENT OF HOURS

Regular Part-Time Employees
and
Assistant Library Technician/Assistant Computer Access Facility Attendants

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

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,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: ACCOMMODATION - ALT, GALT, AHDA AND ACAFA

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The University agrees that, where there is a duty to accommodate under the Human Rights Code and where there is a dispute regarding such accommodation, one of the two (2) representatives as determined under Article 22:08 of the CUPE 1230 Full-Time Collective Agreement may deal with accommodation issues involving those employed under this Collective Agreement.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: ACCOMMODATION-- REGULAR PART-TIME EMPLOYEES

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The Employer and the Union are committed to the continuation of the delivery of the accommodation training workshop to Regular Part-Time employees. This training 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,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: VACATION ACCRUAL OPTION -- REGULAR PART - TIME EMPLOYEES

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

Upon notification by the Union the Employer will change the vacation accrual formula for Regular Part-Time employees from a July 1st date to a monthly earned vacation credit system as soon as practicable.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: HARASSMENT AWARENESS WORKSHOP -- REGULAR PART-TIME EMPLOYEES

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue, Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

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, and the University's Sexual Harassment Policy and Statement on Prohibited Discrimination and Discriminatory Harassment and violence in the workplace.

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 a 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,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: COPIES OF DOCUMENTS IN HUMAN RESOURCES FILES

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The Employer agrees that, during the life of the Collective Agreement, employees shall be entitled to request copies of documents in their personnel 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 Manager of Library Human Resources. The Employer reserves the right **to assess a** fee for providing copies of such documentation, consistent with the cost incurred by the Employer in responding to such requests.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: REPLACEMENT OF PART-TIME EMPLOYEES

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

It is not the intention of the Employer to hire Temporary Employees to replace Regular Part-Time employees in the Bargaining, Unit.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: PROVISION OF OFFICE SPACE

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

Approximately **239** square feet of office space will be provided rent free to Local **1230**, of the Canadian Union of Public Employees in Room **14019** of the Robarts Library, **130 St. George Street**, Toronto, Ontario, 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) 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) In the event of a strike or lockout, reasonable notice shall be given in order that the Union may remove from Room **14019** 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.

e) 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.

f) The University will provide space and cleaning services at no cost to the Union.

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

h) 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,

Mary Ann Ross
Director, Labour Relations

**LETTER OF INTENT: HOLIDAYS DECLARED BY THE PRESIDENT OF THE UNIVERSITY OF TORONTO --
REGULAR PART-TIME EMPLOYEES**

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

It is the intention of the Employer that whatever holidays other than those specified in the Agreement which are declared by the President of the University of Toronto, during the life of the Agreement, shall also be extended to the Regular Part-Time employees covered by the Collective Agreement. Where it is not possible to release the employees from service on that day, an equivalent amount of time off with pay will be granted at a later date, whenever possible, at a time mutually convenient to the employee and the Employer.

The parties are agreed that in the event of a dispute concerning matters related to this letter of intent, the Grievance Procedure may be invoked.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: UNION STEWARDS

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The Employer agrees to amend Appendix A during the term of the Agreement to reflect changes in the organization in order to ensure appropriate Steward representation of Union staff.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: MONTHLY LISTING OF EMPLOYMENT STATUS CHANGES

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

It is agreed that with respect to Regular Part-Time employees the Employer will provide the Secretary-Treasurer 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,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: TRAINING

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The Employer and the Union are committed to quality job-related training throughout the workplace.

The parties acknowledge the value of the "Blueprint for Training" document that evolved as an initiative of the **Union/Management** Committee.

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

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: BENEFITS -- REGULAR PART-TIME EMPLOYEES

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The University and the Union agree to develop a working committee to discuss ways of containing benefit costs to ensure sustainable long-term growth of such benefits, including ways of dealing with the benefits of retirees. This committee shall consist of three (3) members of the Union and the University, and shall meet no later than three (3) months after ratification of this Agreement.

Vision care shall be increased from one hundred and seventy-five (175) dollars to two hundred and fifty (250) dollars effective July 1, 2005 on the express understanding that the Committee's first task shall be to try to identify vision care cost containment measures such as preferred providers, so as to defray the cost of the increased benefit.

Employees will be covered for hearing aids to a maximum of three hundred (300) dollars, every three years.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: EXEMPTION FROM ARTICLE 26:01

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

All employees who are employed in ALT or GALT positions as of February 13, 1997 shall be exempt from the requirement under Article 26:01 of this Collective Agreement that "preferred hiring" status shall cease and **shall** not ~~be~~ re-instituted once an employee has been employed for five (5) or more sessions.

All employees who are employed in ALT positions as of February 13, 1997 shall be exempt from the requirement under Article 28:01 of this Collective Agreement for University of Toronto student status and for maintenance of such status as a condition of employment. Such employees will not be required to be students and to maintain student status in accordance with Article 25:02 of a previous Collective Agreement which expired on August 31, 1996.

Yours truly,

Mary Ann Ross
Director, Labour Relations

LETTER OF INTENT: JOB PROFILES AND CLASSIFICATIONS-- REGULAR PART-TIME EMPLOYEES

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

1. The University acknowledges the value of the work performed by members of the **CUPE 1230** Part-Time 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 to reflect significant changes that occur on an ongoing basis.
2. The University and the Union therefore agree to a process to revise and update all job profiles and to update job evaluations using the U of T Libraries Job Evaluation Plan, based on the following principles:
 - 2.1 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.
 - 2.2 It is the job that is to be **defined/described**, not the performance of any particular incumbent.
 - 2.3 Job profiles should be objective, clear, concise statements of duties and responsibilities, skills and effort required, and working conditions.
 - 2.4 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.
 - 2.5 The questionnaire developed and agreed upon in consultation with the Union will be maintained and utilized to gather from all 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.
 - 2.6 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."
 - 2.7 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.
 - 2.8 Job titles will reflect the nature and level of the work performed.

- 2.9 The Union and all employees in the Bargaining Unit will be provided with copies of their job profiles for review and comment.
 - 2.10 Classification of job profiles will be based on the U of T Libraries Job Evaluation Plan (version 2003) for CUPE 1230 positions.
 - 2.11 The number of levels of any specific function should be based on actual and anticipated needs of the organization.
 - 2.12 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.
 - 2.13 Classification decisions will result directly in the assignment of jobs of similar value to the appropriate salary grade for that classification.
 - 2.14 Any increases to salaries that result from this process will be retroactive to July 1, 2003 or on the date on which the profile came into effect, whichever is later.
 - 2.15 As a result of this process, no employee will have his or her 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 profiles 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 completion of the current job evaluation review process, the University of Toronto agrees to provide to the Union the relevant job profile, the rating sheet and relevant rating notes upon a reclassification or re-rating of any existing or new position within five (5) working days of the position being rated. The Union will have up to fifteen (15) working days to register objections and will present in writing their objections to the rating with specific reasons and the Union's recommendation as soon as possible thereafter.
 5. Management will have up to fifteen (15) working days to respond in writing to the objections presented by the Union. Should the Union continue to disagree with the rating decision a meeting shall be held between two (2) Union Representatives and two (2) Employer representatives in order to discuss the issues in dispute. Mediation may also take place at this meeting or at a later date if agreed to by the parties. Failure to resolve the classification disagreement may result in the dispute being referred to an agreed upon neutral 3rd party (Arbitrator) for a decision that shall be binding on the parties. 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.
 6. Job titles for the positions of: Assistant Library Technicians, Graduate Assistant Library Technicians] Assistant Computer Access Facility Attendants and Assistant Help Desk Advisors will be reviewed with the objective to establish appropriate job titles.

Yours truly,

Mary Ann Ross
Director, Labour Relations

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

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

The University agrees that Regular Part-Time employees in the Bargaining Unit shall be entitled to the benefits of the Educational Assistance policy, attached thereto.

Yours truly,

Mary Ann Ross
Director, Labour Relations

INTRODUCTION

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

TERMS OF REFERENCE

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

ELIGIBILITY

Persons who are actively employed as Regular Part-Time employees in the CUPE₇ Local 1230 Part-Time Bargaining Unit. For the first three (3) years of continuous service, the funding is pro-rated 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:

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

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

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

2. Fifty (50) Percent Tuition Reimbursed

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

- 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, or
- 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 to his/her present job or directly related to his/her potential career. Individual

courses, even though unrelated, will qualify provided they are part of an eligible certificate, diploma or degree program.

LETTER OF INTENT: TUITION WAIVER FOR DEPENDANTS-- REGULAR PART-TIME EMPLOYEES

January 18, 2006

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees, Local 1230
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy,

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

Yours truly,

Mary Ann Ross
Director, Labour Relations

INTRODUCTION

In order to assist Regular Part-Time staff members who have dependents or a spouse or partner who wish to pursue University studies, towards 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, partner 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 **25**;
- Spouse or partner shall mean the legally married spouse or domestic partner including same sex partner of an eligible staff member;
- Academic tuition fee by definition excludes application, registration, service, examination and other incidental fees.

ELIGIBILITY

This benefit is available to:

- Dependant, spouse or partner of the Regular Part-Time members of the Bargaining Unit who are proceeding towards a degree or first certificate in qualifying programme (not special students).
- Regular Part-Time employees are eligible for this benefit on a pro-rated basis in accordance with the Part-Time appointment.
- Regular Part-Time employees of the Bargaining Unit on approved leave of absence who have a commitment to return to their job, who are maintaining enrolment in all benefit programs.

PROVISIONS

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

The academic tuition fee waiver is applicable to programs, 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.

Programmes in the following areas are also not eligible:

Royal Conservatory of Music
 School of Continuing Studies
 Woodsworth College Diplomas
 Transitional Year Programme
 Pre-University Programme

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

Questions concerning this policy should be directed to the appropriate Human Resources Department Office or the Pensions & Benefits section of the Human Resources Department.

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

APPENDIX A: UNION STEWARDS

The positions that are set out below may be occupied by a member of the Full or Part-Time Bargaining Unit, but shall not exceed the numbers as set out below:

Chief Steward

One Steward-at-Large

One Steward-at-Large

Robarts and Rare Books

Gerstein Science Information Centre,

Engineering, Pharmacy and Earth Sciences Libraries

Mathematical Sciences Library

Stewards for each of the following departments or areas:

Gerstein Science Information Centre

Two Stewards

Materials Processing and Collection Development

Two Stewards

Information Commons

Two Stewards

East Asian Library

Two Steward

Reference Department (Microtext), Resource Sharing,

Data Map and Government Information Services, Media Commons

Three Stewards

Financial and Administrative Services, Information

Technology Services, and Development and Public Affairs

One Steward

Access and information Services

Two Stewards

Fisher Rare **Books** and University Archives

One Steward

Collection Preservation

One Steward

OISE/UT

Two Stewards

Engineering Library, Pharmacy Library, and

Earth Sciences Library, Mathematical Sciences Library

One Steward

APPENDIX B: 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 C: STATEMENT OF GRIEVANCE

CUPE 1230 / University of Toronto Statement of Grievance

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

Date _____

Supervisor: _____

Signature: _____ Date: _____

GRIEVOR

Name _____

Department _____

Phone _____ E-mail Address _____

Classification/Job Title _____

Signature: _____ Date _____

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

Signature _____ Date _____

To: _____

STATEMENT OF GRIEVANCE (make sure to include all points)

Therefore I/we request that:

Resolved on (date): _____

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

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

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

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