

# **COLLECTIVE AGREEMENT**

**- BETWEEN -**

**UNIVERSITY OF TORONTO PRESS**

**- AND -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 3261 Full Time**

**May 1, 2019 to April 30, 2020**

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**MEMORANDUM OF SETTLEMENT ENTERED INTO** at the City of Toronto, in the Province of Ontario as of this 1st, day of May 2019.

between:

**THE UNIVERSITY OF TORONTO PRESS**  
(hereinafter called "the Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3261**  
(hereinafter called "the Union")

## **GENERAL PURPOSE**

- 1.01** The Purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union.

## **RECOGNITION AND COVERAGE**

- 2.01** The Employer recognizes the Canadian Union of Public Employees, Local 3261, as the sole and exclusive bargaining agent for all employees of the Employer, save and except forepersons, persons above the rank of foreperson, office and clerical staff, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period, and persons for whom any other trade union holds bargaining rights as of December 21, 1987.

## **CLARITY NOTES**

For purposes of clarity, the Parties agree that the Bargaining Unit currently includes the following service classifications: Chief Shipper, Shipper I, Shipper II, Shipper/Driver, Senior Shipper Receiver, Warehouse Attendant, Lead Hand Warehouse Attendant, Senior Lead Hand Warehouse Attendant.

The Parties further agree that the foregoing list of classifications is not intended to foreclose the addition of other appropriate classifications.

- 2.02** The word "employee" or "employees" used in this Agreement shall mean any or all of the employees in the Bargaining Unit as defined above except where the context otherwise provides.

In this Agreement unless otherwise indicated by the context, the feminine gender includes the masculine gender and vice versa.

- 2.03** With the exception of matters pertaining to University of Toronto benefit plans in which the Employer participates, no past precedents or provisions, conditions, rules or agreements, shall be recognized in any way to affect or modify this Agreement, and all precedents, provisions, conditions, rules and agreements, are superceded by this Agreement. All Letters of Intent signed by both Parties on or after the effective date of this Agreement are by reference part of this Agreement.

## **RESERVATION OF MANAGEMENT RIGHTS**

- 3.01** The Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, classify, transfer, promote, layoff, suspend or otherwise discipline employees;
- c) establish and enforce rules and regulations, policies and procedures, not inconsistent with the provisions of this Agreement, governing the conduct of the employee; and

d) generally to manage and operate the University of Toronto Press.

**3.02** The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and in such a way as to promote a harmonious relationship with the employees.

## **DISCRIMINATION**

**4.01** The Employer shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights, or with respect to terms or conditions of employment on any basis covered by the Ontario Human Rights Code, including race, ethnic origin, citizenship, creed, colour, age, sex, marital status, family status, religion, nationality, ancestry or place of origin, political affiliation, sexual orientation, gender identity, gender expression, place of residence, physical handicap or disability, providing that such handicap or disability does not clearly prevent the carrying out of the required duties. Any person covered by this Agreement who feels that he/she has suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

## **WORKPLACE VIOLENCE & HARASSMENT**

**4.02** Workplace harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome or workplace sexual harassment.

**Workplace sexual harassment means:**

- a) unwelcome verbal, written, or physical conduct, occurring during the employment relationship that emphasizes another person's sex, sexual orientation, gender identity or gender expression that creates for the employee an intimidating, hostile or offensive working environment;
- b) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or
- c) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcomed.

The Employer will provide an environment where members of the Bargaining Unit are not subjected to workplace violence or harassment.

The Employer and Union agree that every employee has a right to a workplace free of harassment, discrimination, reprisal and retaliation.

In assessing whether workplace violence or harassment may have occurred, the definitions and standards set out in *Occupational Health and Safety Act* shall be considered by an arbitrator in any arbitration pursuant to this section.

An employee may file a grievance alleging a course of conduct amounting to workplace violence or harassment. Such grievance will be filed at Step 3 of the grievance procedure.

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

- 4.03** There will be no reprisals against any employee who brings forward a complaint of harassment and/or discrimination within the definition set out in the *Occupational Health and Safety Act*, provided they are not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. Any allegation of reprisal or retaliation may be the subject of a grievance commencing at Step 3 of the Grievance Procedure.
- 4.04** In the event that a grievance alleging sexual harassment is filed, where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step.

## **EMPLOYMENT EQUITY**

- 5.01** The Press and the Union are committed to equal opportunity in employment for women, aboriginal peoples, persons with disabilities and persons who are because of race or colour, in a visible minority in Canada.

## **RELATIONSHIP**

- 6.01** It is agreed that there shall be no solicitation of members, collection of dues or other Union activities, on the premises of the Employer during working hours except as permitted by this Agreement.
- 6.02** The Employer agrees that the Local Union President or designate shall be given the opportunity of interviewing each new employee once, on completion of sixty (60) working days of employment, for the purpose of informing such employee of the existence of the Union at the Press. Where there are a number of employees to be interviewed, it is agreed that it shall be done on a group basis. The President will be notified of the names and classifications of all newly hired full-time employees within the Bargaining Unit. The Employer shall advise the Union from time to time as to 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.

## **STATEMENT OF COMMITMENT**

- 7.01** The Employer has developed a “Statement of Commitment”. A copy of this document is found at Appendix “A” of this collective agreement.

Members of the Bargaining Unit will be required to review and sign this document on hiring and thereafter annually, and the signed copy will be provided to the employee and be retained in the personnel file of the employee.

The Union and the Employer agree that any and all alleged violations of the Statement of Commitment remain subject to progressive discipline principles, and the just cause and grievance and arbitration provisions of the collective agreement.

Changes to the Statement of Commitment require the mutual agreement of the Union and the Employer.

The “Companion” to the Statement of Commitment is not part of the collective agreement and shall not be referred to by the Employer with respect to members of this Bargaining Unit.

## **UNION SECURITY AND CHECK OFF**

- 8.01** It is agreed that the employees who are now or hereinafter become members of the Union shall maintain their membership in the Union during the term of this Agreement.

### **Union Initiation Fee**

- 8.02** It is agreed as a condition of employment that each employee shall deliver to the Employer a properly authenticated membership application card signed by the employee. The Employer will then deduct from the first pay of such employee earned by him following thirty (30) working days, an amount equivalent to the Union initiation fee. The amount of such initiation fee shall be certified to the Employer by the Secretary-Treasurer of the Union.

### **Union Dues**

- 8.03** The Employer will deduct from the first pay due each new employee following thirty (30) working days, and all employees in each calendar month during the term of the Agreement an amount equivalent to the Union dues as are uniformly levied upon all members of the Union in accordance with its Constitution and By-Laws. The amount of such dues shall be certified to the Employer by the Secretary-Treasurer of the Union. Changes to the Union dues or initiation fee calculation will be communicated to the Employer in writing no less than 30 days in advance of the effective date.

- 8.04** The amounts deducted in accordance with paragraphs 8.02 and 8.03 shall be remitted by cheque to the Union by the tenth of the month following the month for which the deduction is made.

- 8.05** The Employer will, at the time of making such remittance hereunder to the Union, furnish it with a statement showing the names, Bargaining Unit, campus location, amount of dues paid, regular wages earned, overtime wages earned, and shift hours earned of the employees from whose pay such deductions have been made.

- 8.06** The Employer will provide the Union with an electronic list of Bargaining Unit employees along with location, classification, personal and work email addresses (where available) and home addresses, and telephone numbers up to twice per calendar year, upon request of the Union no less than three (3) weeks in advance of the date it is required.
- 8.07** The Employer agrees to record total Union dues deductions paid by employees on their annual T4 slips.
- 8.08** The Employer will provide the Union on an annual basis (with a compatible electronic copy) a list of all employees who retired during the previous twelve (12) months. The list will include the retired employee's name, home address and telephone number on record as at last date of employment with the Employer.

## **LIMITED TERMS OF EMPLOYMENT**

- 9.01** Temporary employees employed up to one hundred and twenty (120) working days shall be covered by the Collective Agreement, except the following provisions of the Agreement shall not apply: Seniority Articles 17.01 to 17.08 inclusive; Leave of Absence Articles 18.01 to 18.09 inclusive; Distribution of Overtime Article 19.07; Vacation with Pay Articles 21.01 to 21.04; Sick Leave Articles 22.01 to 22.14 inclusive; Bereavement Leave Article 23.01; Paid Personal Leave of Absence Article 24.01; Jury Duty or Crown Witness Service Article 26.01; Limitation on Applications Article 28.04; Technological Change Article 31.01; Job Security 32.01; Benefit Plans Articles 38.01 to 38.06 inclusive; Clothing Article 39.01; Safety Shoes or Boot Allowance Article 40.01; and Joint Membership Plan Letter of Intent.

### **Temporary Employees**

- 9.02** The Employer may employ temporary employees in order to replace regular employees who are absent due to illness, or leave of absence. Upon commencement of employment, the Employer will notify the Union of the name, the date of hire, classification, and employing department of the aforementioned employees.

Where the term of employment exceeds one-hundred-and-twenty (120) working days, the employee shall acquire seniority from the original date of hire and shall be entitled to all the provisions of the Collective Agreement save and except Article 17.06 (Layoffs).

If an employee satisfactorily concludes a temporary employment assignment exceeding one-hundred-and-twenty (120) working days, he/she will be placed on active laid off status.

## **STRIKES AND LOCKOUTS**

- 10.01** The Union agrees and undertakes that there will be no strikes, as defined in the Labour Relations Act and the Employer agrees and undertakes that there will be no lockout as defined in the Labour Relations Act during the term of this Agreement.

## **UNION REPRESENTATION**

## **Local Union President**

- 11.01** The Employer agrees that there also shall be one Union President for Local 3261, elected or appointed from any of the Bargaining Units represented by Local 3261.

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

## **Union Representation**

- 11.02** The Employer acknowledges the right of the Union to appoint or otherwise select Union Stewards as follows:

	<u>Union Stewards</u>	<u>Alternate Union Stewards</u>
North York	1	1
Bookstore	1	1

The Union will notify the Employer in writing of the names of the Union Stewards and their alternates.

## **Negotiating Committee**

- 11.03** For the purpose of negotiating a Collective Agreement pursuant to Article 42.02 the Employer will recognize the Local Union President and up to four (4) employees of the Employer as the Union's Bargaining Committee. The Bargaining Committee shall be given time off during their normal working hours without pay while attending negotiation meetings with the Employer. Any member of the Bargaining Committee who normally works on the afternoon or night shift will be given time off without pay to attend negotiation meetings with the Employer. Employee members of the Bargaining Committee shall be comprised of representatives of a minimum of two Divisions, provided that no more than one representative is chosen from a Division with fewer than ten (10) employees.

- 11.04** The Union acknowledges that the Union Stewards have duties to perform on behalf of the Employer, and the Stewards will not absent themselves from such duties unreasonably in order to attend to the grievances of employees. In consideration of this acknowledgment and undertaking, the Employer will compensate Stewards for time spent in handling grievances of employees. Such compensation shall not extend beyond normal working hours, except where the Steward has been authorized by the Employer to deal with a matter which would require performance beyond the normal working hours. It is agreed that overtime rates will not be paid in such instances.

- 11.05** Stewards will be required to request leave from their supervisors before leaving their place of work and to report back to the supervisor on returning to work.

- 11.06** The Employer shall grant a leave of absence for employees at the request of the Union upon three (3) working days of notice. A shorter notice period may be considered by the Employer. The Employer shall continue the wages and benefits of such employees. The Union shall reimburse the

Employer within a reasonable period of time after the Employer provides the Union with an accounting of the monies owing.

## **DISCIPLINARY INTERVIEW**

- 12.01** An employee who is being notified of his/her discharge, suspension, written warning or need for performance improvement, or his/her required attendance at a meeting conducted as part of an investigation that is likely to lead to the employee's suspension or discharge will be informed of his/her right to have the presence of a Steward or the Steward at Large, or in the absence of a Steward, the Local Union President, prior to or at the beginning of any meeting where the employee is being notified of such disciplinary action or such investigation.

If the cause for disciplinary action or investigation meeting relates to a matter which is immediate and pressing, and a Steward or the Local President is not available when called, or cannot be contacted, the Employer may proceed with the disciplinary interview or investigation meeting without further delay.

For other types of disciplinary matters, if the employee wishes to have a representative present, there shall be no further discussion of the matter until the Steward or Local President can arrive.

The Employer will normally provide advance notice to the Local Union President in cases of discharge of an employee in order to ensure representation.

An employee who has been suspended or discharged shall be advised in writing of the reason therefor. In the event that a Steward is not present at such time, the Employer shall notify the Local Union President of any discharge, suspension or written warning within twenty-four (24) hours after such notice has been given. It is understood that failure to comply with the foregoing procedure shall not render the discipline a nullity, but the Parties may review the circumstances of the breach.

- 12.02** Any record of a disciplinary action taken by the Employer shall be removed from the employee's record two (2) years after the date of such disciplinary action being recorded.

## **SUSPENSION OR DISCHARGE**

- 13.01** An employee who has been suspended or discharged shall be advised in writing of the reason therefor. Whether called or not, the Steward and the Local Union President will be advised in writing within one (1) working day (24 hours) of the fact of suspension or discharge and the reason therefor.

## **GRIEVANCE PROCEDURE**

- 14.01** An employee having a grievance, or one designated member of a group having a grievance, will first take up the grievance within ten (10) working days after the occurrence of the matter which is the subject of the grievance with his/her supervisor, who will attempt to adjust it. In the event the supervisor is not able to adjust the grievance, he/she will arrange to send for the Union Steward without undue delay and without further discussion of the grievance. The Union Steward and the employee will attempt to adjust the grievance with the supervisor but if not adjusted, it will be put in writing and presented to the supervisor as a Step 1 grievance within ten (10) working days after the occurrence of the matter which is the subject of the grievance.
- 14.02** Time limits set forth in the Grievance or Arbitration procedures are important and are to be taken seriously. They may only be extended by mutual agreement in writing between the Parties hereto. Saturdays, Sundays and paid holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration procedures.

### **Step One**

- 14.03** If the grievance is not adjusted by the supervisor through informal efforts as outlined in Article 14.01, it shall be reduced in writing on a grievance form and signed by both the Union Steward and the employee involved. The supervisor shall give his/her answer in writing to the Steward without undue delay, but not more than three (3) working days after the grievance has been presented in writing.

### **Step Two**

- 14.04** If the grievance is not settled at Step One, the written grievance may be referred to the proper Designated Authority\* at the location where the grievor is employed, by the Local Union President within five (5) working days after receiving the answer in writing. A meeting shall be arranged by the Designated Authority within three (3) working days of receiving the grievance. Either Party may request the presence of the grievor and the Union Steward at the meeting. The Designated Authority shall give his/her answer in writing to the Local Union President without undue delay but not later than five (5) working days after the said meeting.

\* Designated Authority (see Schedule VIII)

### **Step Three**

- 14.05** If the grievance is not settled at Step Two, a written grievance may be referred to the Vice President, Human Resources or his/her designate by the Local Union President within five (5) working days of receiving an answer in writing from the Designated Authority. Either Party may request the presence of the grievor, Union Steward, Local Union President and the CUPE National Representative, supervisor or Designated Authority to attend the meeting to present evidence or give assistance in the settlement of the grievance. A meeting shall be arranged by the Vice President, Human Resources or his/her designate with the Local Union President within five (5) working days of receipt of the grievance in order to resolve the dispute. The Vice President, Human Resources or his/her designate shall give his/her reply in writing within five (5) working days if the grievance is not settled at this meeting.

### **Policy or Group Grievance**

- 14.06** 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 Vice President, Human Resources, or his/her designate or to the Local Union President, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The Parties shall meet to discuss any such grievance within ten (10) working days, then either Party may notify the other Party in writing within a further period of five (5) working days, that it intends to proceed to arbitration. Such notification shall contain details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought from an arbitrator.

### **Discharge Grievance**

- 14.07** In the case of an employee being discharged, he/she may submit a grievance in writing on a grievance form signed by both the Union Steward and the employee involved, to the Vice President, Human Resources or his/her designate, within five (5) working days after the discharge. The Vice President, Human Resources or his/her designate shall meet with the Local Union President and the grievor within five (5) working days of receipt of the grievance. Either Party may request the presence of the grievor, Union Steward, Local Union President and the CUPE National Representative, supervisor or Designated Authority to attend the meeting to present evidence or give assistance in the settlement of the grievance. If the grievance is not settled at this meeting, then either Party may notify the other in writing within a further period of five (5) working days after the date of the meeting that it intends to proceed to arbitration as hereinbefore set out.

### **Workplace Violence & Harassment**

- 14.08** Any grievance relating to workplace violence or harassment will start at Step 3.

## **ARBITRATION**

- 15.01** If the grievance is not settled after having been duly and properly processed in accordance with the Grievance Procedure, then 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 a sole arbitrator and the name and address of the Party's nominee(s) as arbitrator.
- 15.02** The Party who receives the notice of intention to proceed to arbitration shall either accept the proposed nominee (or one of the proposed nominees) as arbitrator or notify the other Party of the name and address of the Party's nominee as arbitrator within ten (10) working days after receiving the notice. If the Parties are unable to agree upon the selection of an arbitrator within a period of ten (10) working days after the second proposal of an arbitrator, either Party shall then have the right to request the Ministry of Labour for Ontario to appoint an arbitrator.
- 15.03** Each Party shall jointly and equally bear the fees and expenses of the single arbitrator.

- 15.04** No grievance may be submitted to an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.
- 15.05** The Parties are committed to the early settlement of grievances and as such mutually agree that the process of grievance mediation is a valuable tool in arriving at mutually agreeable grievance settlements. In this regard the Parties agree that subject to mutual agreement on a “case by case” basis, grievances may be referred to private grievance mediation prior to the grievance being heard by a sole arbitrator as set out in this collective agreement. In such circumstances the Parties shall by mutual agreement select the grievance mediation company and they shall jointly and equally bear the fees the expenses of the mediator.

#### **Authority of the Arbitrator to Deal with a Disciplinary or Discharge Grievance**

- 15.06** In the event an arbitrator properly deals with a matter relating to discharge or other disciplinary action, then the arbitrator has the authority to reinstate the employee with or without compensation for wages and any other benefits lost or to make any other award it may deem just in the event that there has been a violation of this Agreement by the Employer.

#### **Authority of the Arbitrator**

- 15.07** Any arbitrator shall not have any authority to make a 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 arbitrator shall be strictly confined to dealing with the issue in dispute between the Parties.
- 15.08** The decision of the arbitrator shall be final and binding upon the Parties.

#### **PROBATIONARY EMPLOYEES**

- 16.01** New employees will be considered as probationary employees until after they have worked for a total of sixty (60) working days, from the date of last hire by the Employer. The Employer may discharge an employee at any time during the probationary period, without cause and at the sole discretion of the Employer.

In the event an employee is discharged he/she shall be entitled to submit a grievance under section 14.07 of the Collective Agreement.

#### **SENIORITY**

- 17.01** An employee will be considered on probation and will not acquire seniority until after he/she has worked for a total of sixty (60) working days for the Employer, when his/her seniority shall commence from the date of last hire.

#### **Seniority List**

- 17.02** The University of Toronto Press shall maintain a seniority list for all members of the Bargaining Unit. The Seniority list showing the names, classifications, campus location and seniority of all

Bargaining Unit employees shall be forwarded by the Employer to the President of the Local on or about June 1 of each year.

### **Loss of Seniority**

**17.03** An employee shall lose all seniority if the employee:

- a) voluntarily quits the employ of the Press, or accepts a permanent position within the Press but outside of the Bargaining Unit for a period of more than one-hundred and twenty (120) calendar days; and passes the trial period;
- b) is justifiably discharged;
- c) has been laid off, and has not been recalled, for more than twelve (12) consecutive months;
- d) following a layoff, fails to advise the Employer within five (5) working days of receipt of notice to return to work of his/her intention to return or fails to report for work on the date and at the time specified in the notice;
- e) accepts a temporary position outside of the Bargaining Unit, as may be mutually agreed by the Employer and Employee, for a period of more than one-hundred and twenty (120) calendar days. (The Employer will notify the Union of the start and end dates.) For periods of less than 120 calendar days an employee may return to his/her former position with their seniority re-instated to the date of leaving the Bargaining Unit position; and
- f) is absent from work for five (5) consecutive working days without notifying the Employer, or providing a reasonable explanation for such absence, in which case he/she shall be deemed to have resigned his/her employment with the Employer.
- g) when an employee has been absent from work for a period of two (2) years after exhaustion of his/her sick leave entitlements as set out in Article 21.03, or due to injury covered by the Workplace Safety and Insurance Act, his/her seniority shall be broken and his/her employment may be terminated.

### **Change of Address**

**17.04** It shall be the duty of the employee to notify the Employer promptly of any change of his/her address or telephone number. If any employee should fail to do so, the Employer will not be responsible for failure of any communication to reach the employee.

### **Layoffs**

**17.05** In the event of a layoff, the Employer agrees that employees shall be laid off in the reverse order of their seniority unless an employee with greater seniority offers to be laid off in place of the employee with less seniority. The employees shall be recalled to work in order of their seniority.

**17.06** (a) In the event of a temporary layoff, any employee who is laid off may displace an employee with less seniority in the same division, in the same classification or a lower classification, wherein it is determined that he/she is qualified and capable of performing the duties of that classification.

(b) In the event of permanent layoff any employee who is laid off may displace an employee with less seniority in the Bargaining Unit, in the same classification or a lower classification wherein it is determined that he/she is qualified and capable of performing the duties of that classification. For the purposes of permanent layoff, the classifications of Warehouse Attendant and Shipper I shall be considered the same classification.

**17.07** (a) In determining whether an employee identified for layoff is qualified and capable of handling the duties of an employee with less seniority who they may potentially displace, the Employer will consider his/her qualifications, knowledge, skill and ability to perform the normal requirements of the job satisfactorily, as well as work history, and seniority with the Employer. Where the qualifications are relatively equal between the employees affected, seniority shall be the governing factor.

(b) Employees deemed qualified to displace another employee shall be subject to a trial period in accordance with Article 28.02, amended so as to have layoff as the default position in the event that the trial period proves unsuccessful.

**17.08** An employee recalled to work in a different Department or a different classification from which he/she was laid off shall have the privilege of returning to the position he/she held prior to the layoff should it become vacant.

**17.09** Employees on layoff are entitled to apply for any job vacancies arising out of a job posting.

**17.10** Subject to Article 17.03, an employee who has been discontinued from long term disability benefits, and is certified medically fit to return to work in a classification other than the classification in which he/she was employed immediately prior to receiving long term disability benefits, may exercise his/her seniority and displace an employee in an equivalent or lower classification once only, providing the following qualifications are met:

1. the employee must have exhausted all sick leave credits prior to exercising his/her seniority;
2. the employee must be certified as being medically fit to perform all of the duties within the classification of the employee being displaced.
3. the Employer deems that the employee is qualified to perform the job, or can be trained to do so within a reasonable period of time.

Notwithstanding the above, the Employer will have the option of assigning the employee to any vacant Bargaining Unit position within reason, providing the employee is medically fit and qualified to perform such work.

## **Temporary Layoff Notice**

- 17.11** The Employer shall notify the employee who is to be laid off five (5) working days before the layoff is to be effective. If the employee to be laid off has not had the opportunity to work five (5) full working days after notice of layoff, he/she shall be paid in lieu of that part of five (5) days during which work was not available.

Employees on temporary layoff may have their benefits continued in any of the Green Shield plans in which they may be enrolled at the time of their layoff, for one calendar month beyond the last deduction that occurred prior to the layoff, provided they prepay both the Employer and employee portions.

#### **Termination Layoff Notice**

- 17.12** The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:

Upon completion of the probationary period but less than 1 year - 1 week  
1 year of service, less than 2 years - 2 weeks  
2 years of service, less than 4 years - 4 weeks  
4 years of service or more - one week for each year of service to a maximum of 30 weeks.

If the employee to be laid off has not been given the opportunity to work the amount of time specified in the above schedule, he/she shall be paid in lieu of that part of the notice required in the schedule during which work was not available.

One week's pay is equal to the amount an employee would have received at his/her regular non-overtime work week.

### **LEAVE OF ABSENCE**

#### **General**

- 18.01** Subject to the written approval of the Designated Authority only, an 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 Designated Authority. Any extension of a leave of absence must also be applied for and granted in writing.

#### **Pregnancy Leave**

- 18.02** Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of employment with the Press prior to the probable date of delivery and presents to the Designated Authority a doctor's certificate stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of at least seventeen (17) weeks.

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) week notice being given to the Press. 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 Press written notice

of the date the pregnancy (e.g. if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. An employee must give two (2) weeks notice of any change of the commencement of the pregnancy leave. A pregnancy leave will normally end seventeen (17) weeks after the pregnancy leave begins, but if the mother suffers a stillbirth or miscarriage or if the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six (6) weeks after the pregnancy leave commenced, whichever is later.

If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth. An employee may return to work after termination of the pregnancy, as soon as she is fit to do so in the written opinion of a qualified medical practitioner. If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give the Press 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 Press four (4) weeks' written notice before the date the leave was to end.

During pregnancy leave of absence, the Press will continue to pay the Employer's share of all benefit plans unless the employee has advised the Press, in writing, that she does not wish to continue to make the employee contributions (if any) to such plans. The staff member's portion of benefit contributions will continue to be the responsibility of the staff member and will be paid through regular payroll deductions. At the end of the leave period, the staff member will continue in the same position or a comparable one in terms of level of responsibility and remuneration, and with full benefits as provided for under this Agreement.

### **Parental Leave**

- 18.03** An employee who is a parent of a child and who has been employed with the Press for at least 13 weeks is entitled to unpaid parental leave in accordance with the Employment Standards Act, 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 are eligible to take unpaid leave in accordance with the Employment Standards Act.

For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of the parent. For fathers and adoptive 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. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parents of the child and who intends to treat the child as his/her own. This also applies to same sex couples.

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

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.

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

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

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

- 18.04** The Press's administration of Articles 18.02 and 18.03 will be consistent with government regulation and shall not be less than the provisions of the Employment Standards Act.

#### **Conventions and Seminars**

- 18.05** Subject to the approval of the Designated Authority and upon written request at least ten (10) working days in advance, leave of absence without pay or loss of seniority shall be granted to not more than two (2) employees at any one time, who may be elected or selected by Local 3261 to attend any authorized Labour Convention or Educational Seminar. Such leave of absence is to be confined to the actual duration of the Labour Convention or Educational Seminar and the necessary traveling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

#### **Full-time Officer of the Union**

- 18.06** (a) Where an employee is elected or selected to a full-time office within the Union, he/she may request a leave of absence at least ten (10) working days in advance in writing from the Designated Authority, and he/she 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 his/her term of office and upon written request to the Designated Authority, which must be submitted at least ten (10) working days prior to said termination, the member shall be returned to his/her former position. The above-described leave of absence shall be limited to one (1) employee at any one time during the term of this Agreement.

(b) Subject to the approval of the appropriate Designated Authority, the Vice President of the Union shall be allowed a leave of absence without pay for the purpose of replacing the Local President during the periods of vacation or extended illness. The President of the Local shall make a written request for such leave to the Vice President, Human Resources. Such leave of absence shall not be unreasonably withheld.

#### **Employer Discontinues Contributions to Benefits**

- 18.07** (a) Where an employee has been granted leave of absence without pay in accordance with and pursuant to Articles:

- (18.01) Leave for valid personal reasons;
- (18.06) Full-time Officer of the Union

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

- The University of Toronto Pension Plan;
- University of Toronto Group Life and Survivor Income Plan;
- University of Toronto Long Term Disability Plan;
- University of Toronto Dental Care Plan;
- University of Toronto Vision Care Plan
- University of Toronto Extended Health Care Plan; and
- University of Toronto Joint Membership Plan

The Employer will notify the employee in writing whenever Employer contributions to such plans are discontinued.

#### **Employee May Continue Contributions**

- 18.08** (a) The employee on leave subject to Article 18.01 may make provisions for continuance of coverage of whatever benefits programs in which he/she was enrolled prior to said leave of absence being granted, by making direct payment to the Human Resources Department of the Press. All premiums must be paid in advance and in accordance with the rules established by the Human Resources Department.
- (b) Where an employee is elected or selected to a full-time office within the Union and is granted a leave of absence in accordance with Article 18.06 the Union may make arrangements for the continuation of benefits programs on the employee's behalf by making direct payment to the supervisor of the Human Resources Department of the Press in advance and in accordance with the rules established by the Human Resources Department of the Press.
- (c) Notwithstanding the above, the Union will reimburse the Employer for the cost of benefits commensurate with the new rate of pay established for the Local Union officer in the Local Union's by-laws. The Union agrees to reimburse the Employer for any and all additional costs incurred by the Employer as a direct result of providing benefits at the higher rate of pay.
- (d) It is understood that when an employee is on unpaid leave subject to Article 18.01, the employee will, during the leave, make benefit continuance payment(s) based on the employee's regular wage rate for the classification in which he/she was employed immediately prior to commencing the leave of absence. The benefit continuance payment amount will be adjusted by the Employer if necessary to reflect a negotiated wage increase, and shall also be subject to increases in amount should the premium of any one or all of the benefits increase during the period of the leave of absence.

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

- 18.09** Employees who have been granted leave of absence shall retain seniority acquired until said leave of absence commences. The employee shall not continue to acquire seniority while on leave of

absence where an employee has been granted sixty (60) working days or more leave of absence for valid personal reasons in accordance with and pursuant to Article 18.01 of the Agreement.

This provision is not applicable to employees granted leave of absence under Article 18.06 in that seniority shall continue for the full period of the aforementioned leave.

- 18.10** Employees running for election to public office shall be entitled to an unpaid leave of absence upon the following basis:

- (a) For election to the Parliament of Canada – one (1) consecutive month.
- (b) For election to the Legislature of Ontario – one (1) consecutive month.
- (c) For election to a municipal council or Board of Education – ten (10) consecutive working days.
- (d) For election to Mayor or Chairperson of City/Town/Regional Council – fifteen (15) consecutive working days.

## **HOURS OF WORK AND OVERTIME**

- 19.01** Regular hours of work for all North York location classifications covered by this Agreement shall be eight (8) hours per day, forty (40) hours per week. All hours worked beyond eight (8) hours per day and/or forty (40) hours per week shall be paid at time-and-one-half (1 1/2) of the regular hourly rate. This shall not constitute a guarantee of hours of work per day or week.
- 19.02** Regular hours of work for all Retail location classifications covered under section 2.01 of this Agreement, shall be seven-and-one-half (7 1/2) hours per day, thirty-seven-and-one-half (37 1/2) hours per week. All hours worked beyond seven-and-one-half (7 1/2) hours per day, and/or thirty-seven-and-one-half (37 1/2) hours per week shall be paid at time-and-one-half (1 1/2) of the regular hourly rate. This shall not constitute a guarantee of hours of work per day or week.
- 19.03** Employees employed in classifications which are set out in Articles 19.01 or 19.02 and who work less than the hours of work per day or per week as specified in Article 19.01 or 19.02 shall be entitled to be paid overtime at the rate of time-and-one-half (1 1/2) of their regular hourly rate for all hours worked in excess of their regular scheduled hours of work per day or per week. This provision shall not apply where an employee has received a minimum of twenty-four (24) hours of notice of a change in hours of work per day or per week.

It is agreed that an employee with the consent of his/her supervisor shall have the option of requesting equivalent time off in lieu of overtime payment. Such lieu time off, if approved, shall be granted at a date mutually agreeable to the employee and his supervisor. Time off in lieu will not be granted in the event that overtime would be incurred by this arrangement. Lieu time accumulated in one fiscal year cannot be carried over into another fiscal year. If agreement cannot be reached concerning the scheduling of lieu time, the employee will be paid for the amount accumulated at the overtime rate.

## **Call Back**

- 19.04** Employees who are called back to work after completing their regular shift and who had left their place of work, will receive a minimum of four (4) hours at the rate of time-and-one-half (1 1/2) of the regular hourly rate or the appropriate overtime rate for all hours worked, whichever is the

greater. This clause shall not be applicable where an employee is instructed to report early for a regular shift.

### **Overtime Distribution**

- 19.05** Overtime distribution shall be governed by the work jurisdiction of the manager or supervisor of the group of employees being considered.

The Employer agrees to distribute overtime work as equitably as possible amongst employees who are qualified to perform the work requested to be done.

Except for emergencies, overtime will first be offered to regular full-time employees normally performing that job. Employees who are requested to work overtime and fail to report for the assignment will be considered to have worked for the purpose of maintaining records on overtime distribution.

### **Rest Periods**

- 19.06** All employees will be permitted a fifteen minute rest period both in the first half of the shift and in the second half of the shift.

### **Shift Premiums**

- 19.07** All employees shall be paid a shift premium of fifty (\$0.50) cents per hour for all hours worked on the afternoon shift where the majority of hours worked fall between 4 p.m. and 11:59 p.m. (midnight).

- 19.08** All employees shall be paid a shift premium of fifty-five (\$0.55) cents per hour for all hours worked on the night shift where the majority of hours worked fall between 12:00 a.m. (midnight) and 8:00 a.m.

### **No Pyramiding**

- 19.09** 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.

### **Meal Allowance**

- 19.10** Employees required to work an extra continuous shift as overtime will be supplied with two (2) free meals, the value to be not more than \$9.00 per meal, or the equivalent amount in cash, in addition to overtime rates paid. If an employee is required to work overtime three (3) hours or more immediately following the employee's regular shift, he/she will be supplied with one (1) free meal, the value to be not more than \$9.00 per meal or the equivalent amount in cash, in addition to overtime rates paid.

In the event that prior notice is given to an employee (at least 16 hours prior to commencement of an overtime assignment) meal allowance will not be paid.

## **Saturday Shift**

- 19.11** No member of the Full Time Bargaining Unit as of the date of ratification of this Collective Agreement may be assigned to work on Saturday unless it is on an overtime basis. Following the date of ratification of this Collective Agreement, the Employer may create a Tuesday to Saturday day shift for which internal applicants may apply. If no one from the Bargaining Unit applies, the Employer may hire new employees to fill this Tuesday to Saturday position.

When a Full Time Lead Hand and a Part Time Lead Hand are both at work on a Saturday, the Part Time Lead Hand will retain the rate of pay, even though the Full Time Lead Hand will have the authority of the Lead Hand position.

No Part Time employee will be appointed to a Lead Hand position during Monday to Friday shifts. If a Full Time Lead Hand is not at work the Employer will appoint another Full Time employee to perform the Lead Hand duties and will be paid the Lead Hand rate of pay.

## **PAID HOLIDAYS**

- 20.01** 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. Normal number of working hours are determined by calculating the employee's total annual hours worked on regular scheduled shifts and dividing by two hundred and sixty (260) days.

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

\*Note: Scheduling of these days will be within a 10 day period around the actual dates.

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.

- 20.02** Entitlement to paid holiday pay is subject to the following conditions. The employee must have:

- a) reported for work on such holiday as requested; or have a reasonable excuse for failure to report for work;
- b) the paid holiday involved occurs or is observed by the Employer during a period when the employee concerned is not absent from work by reason of sickness (as to which the provisions of Article 21 shall apply), authorized leave of absence, or by reason of being laid off.

- 20.03** 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.
- 20.04** Subject to the approval of the Designated Authority, and provided these days are compensated at regular rates of pay, an employee can substitute the following holidays (as per 20.01) if their religious beliefs require them to be absent from work on days other than the holidays provided:
- Day before Christmas Day  
Day before New Year's Day

## **VACATION WITH PAY**

- 21.01** The vacation year at UTP corresponds to the company fiscal year. It begins on May 1 of any calendar year and ends on April 30 of the next. Effective May 1, 2014, vacation credits are earned and used in the same twelve month period. For this reason it is possible for vacation to be taken before it has been fully earned. In the event that an employee leaves UTP before they have fully earned all vacation actually taken during the year, any unearned vacation will be deducted from their final pay. Except as provided below, all of the earned vacation entitlement must be taken within the same vacation year that it is earned. A staff member must take his/her earned vacation entitlement within the "vacation year", unless the employee has requested and been granted deferment or "carry over" of the earned vacation entitlement.

### 1. Full Time CUPE

<u>Length of Service</u>	<u>Vacation Entitlement</u>
During first year of service	15 days (prorated as follows)
During their first year of service, which is also their first vacation year, employees may enjoy up to 15 days of vacation, on a pro rata basis of 1.25 days per month worked. Employees hired before the 16 <sup>th</sup> day of a month will be entitled to count 1.25 days for that month.	

Entitlements beyond the first year of employment are as follows:

Years of Service	Vacation Entitlement (Days)
1-5	15
6	16
7	17
8	18
9	19
10-11	20
12-13	21
14-15	22
16-17	23
18-19	24
20+	25

## **21.02 Staff hired prior to May 1, 2014**

Staff hired under the previous vacation policy accumulated vacation credits in advance of being able to use them, so that at May 1, 2014 they had an accumulated vacation entitlement based on their service during the twelve months ended at April 30, 2014. In switching to the new policy, any employee hired before May 1, 2014 will not lose the entitlement they had accrued as of April 30, 2014. The amount of their entitlement at May 1, 2014 will be held in reserve, and will be paid out in its entirety to the employee in the future, upon their termination from UTP. Payout of the reserved amount will be calculated based on the wage rate the employee is earning at the time of their termination.

Subject to approval of the division head, an employee may draw upon this reserved accrual for use to supplement their vacation entitlement in a future year. In no event will an employee be paid out for the reserved entitlement prior to their termination. In order to ensure accurate record keeping, any time a draw down is authorized, a "Vacation Request Form" must be completed, and signed by both the division head and Vice President, Human Resources. A copy will be placed in the employee's personnel file for reference upon termination.

## **21.03 New Employees hired on or after May 1, 2014**

New employees may begin taking vacation after completion of their first 3 months. Since those hired after January 1 will not therefore be able to take vacation within the balance of that vacation/fiscal year, they will be permitted to carry over the earned entitlement pertaining to the accrual from these three months to the next vacation year and thereafter shall be subject to the provisions of Article 21.01.

## **21.04 Scheduling**

Vacations will, as far as practicable, be granted at the times most desired by the employees. An employee, to qualify for consideration of his/her request for vacation, in accordance with their seniority standing, must notify the Employer of their preferred vacation time before March 15 of any given year. The Employer shall post vacation schedules by April 15 of each year, and thereafter any such schedules shall not be changed unless mutually agreed to by the employee and the Employer. Employees wishing to split vacation periods can only exercise their seniority for one period. Requests for vacation periods shall not be unreasonably withheld. However, the Employer reserves the authority to designate vacation periods in a manner consistent with efficient operations of the business.

- 21.05** Unless in exceptional circumstances and when mutually satisfactory arrangements can be made, employees with more than three (3) weeks vacation may have such vacation continuous upon written approval of the appropriate designated authority.

Employees shall be entitled to vacation and payment as follows:

Length of Continuous Services as of May 1st or the first working day thereafter	Vacation Entitlement (Length of Vacation with Pay at Regular Hourly Rate)	Vacation Adjustment Based on a Percentage of Overtime and Shift Premium Earnings
1 month	1.25 days off	4 %
2 months	2.5 days off	4 %
3 months	3.75 days off	4 %
4 months	5 days off	4 %
5 months	6.25 days off	4 %
6 months	7.5 days off	4 %
7 months	8.75 days off	4 %
8 months	10 days off	4 %
9 months	11.25 days off	4 %
10 months	12.5 days off	4 %
11 months	13.75 days off	4.2%
12 months	15 days off	4.6%
13 months	15 days off	4.6%
14 months	15 days off	5 %
15 months	15 days off	5 %
16 months	15 days off	5 %
17 months	15 days off	5 %
18 months	15 days off	5.4%
19 months	15 days off	5.4%
20 months	15 days off	5.4%
21 months	15 days off	5.4%
22 months	15 days off	6 %
23 months	15 days off	6 %
2 years	15 days off	6 %
6 years	16 days off	6.4%

7 years	17	days off	6.8%
8 years	18	days off	7.2%
9 years	19	days off	7.6%
10 years	20	days off	8.0%
12 years	21	days off	8.4%
14 years	22	days off	8.8%
16 years	23	days off	9.2%
18 years	24	days off	9.6%
20 years	25	days off	10.0%

The percentage of overtime and shift premiums as applied to vacation will be calculated on a fortnightly basis and paid along with regular earnings.

Vacation pay will be prorated in the event that the employee has received payment under Long Term Disability or, in the event, Workplace Safety and Insurance Board claims exceed fifteen (15) consecutive weeks. Vacation payment will also be prorated in the event an employee has been granted an unpaid leave of absence in accordance with Article 18.01.

- 21.06** Severance vacation pay in the form of vacation with pay credits shall be granted in accordance with Article 21.02 to employees whose employment is discontinued.

#### **Vacation on a Paid Holiday**

- 21.07** If a holiday falls during an employee's vacation, an extra day with pay will be allowed off in lieu of the holiday.

### **SICK LEAVE**

#### **General**

- 22.01** The University of Toronto Press has maintained a generous sick leave policy which will cover the employee under this Collective Agreement as established hereafter.
- 22.02** Sick leave is defined as absence because of an employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the Workplace Safety and Insurance Act is not payable. The purpose of the Sick Leave Plan is to provide against loss of earnings for Press employees who are prevented by illness or injury from performing their duties.

#### **Basis of Leave**

- 22.03** All full-time employees upon completion of sixty (60) working days will accrue sick leave credit days at a rate of 1½ days for each month worked, or if on paid leave (excluding unpaid leave if longer than one month), to a maximum of 15 weeks (75 days). An employee on paid leave will only accrue sick day credits until either their current sick day accrual is used in full, or to a maximum of 75 days, whichever occurs first. The accrual will be calculated on a monthly basis.

Full salary will be paid as sick leave days are used, to the extent they have accumulated, to provide paid leave during unavoidable absence due to illness or injury not compensable under the provisions of the Workplace Safety and Insurance Act. As sick leave is used, deductions shall be made from the employee's accumulated credits.

Any employee covered under this agreement, who may be employed for a specified period of time will not be eligible for benefits beyond the contractual period unless reappointed.

An employee who has insufficient or no credits to cover the granting of sick leave with pay and who has been employed under this collective agreement for six (6) months or longer, may be granted sick leave with pay, at the discretion of the Employer, for a period not to exceed twenty-five (25) days in a fiscal year, to be treated as an advance on future sick leave accruals. In the case of prolonged absences for which it appears that an application for Long Term Disability insurance benefits may be required, the Employer may, if needed, and at its discretion, supplement the employee's accumulated sick leave credits to provide a paid leave up to a maximum of fifteen (15) weeks.

#### **Required to Call In**

- 22.04** When an employee is unable to report to work due to illness or injury, the employee is required to speak promptly to their immediate supervisor. If the immediate supervisor is unavailable, the employee may leave a voice mail message indicating illness or injury and, if and when, the employee may be expected to return to work. On each day of a concurrent illness the employee is expected to notify the immediate supervisor unless otherwise agreed to by both the employee and the immediate supervisor.

#### **Physician's Certificate**

- 22.05** An employee may, with prior warning, be required to provide a doctor's certificate certifying that the employee is unable to carry out the employee's normal duties due to illness or injury.

#### **Records**

- 22.06** A record of all used sick leave shall be kept by the Employer. Where a pattern of sick leave has been established, the employee and supervisor may meet to review and attempt to resolve the situation. The employee may, if he/she so desires, request the presence of his/her Union Steward to represent him/her during the interview.

#### **Misuse of Sick Leave**

- 22.07** Where it has been established that an employee has misused the sick leave provisions, such misuse may be cause for termination of services by the Employer.

#### **Medical Examination Required During Employment**

- 22.08** Where the Employer has reason to believe that the employee may not be able to safely or satisfactorily perform his/her duties, as a result of injury, accident, illness or for other reasons, the employee may be required to be certified by a legally qualified Medical Practitioner employed by the Employer.

### **Dispute Over Medical Examination**

- 22.09** Should a dispute arise between an employee and the Employer's Medical Practitioner as to the employee's fitness, the employee shall be referred to an independent medical consultant mutually agreed upon by the Union and the Employer. The consultant's opinion shall be considered the final decision as to the employee's fitness to continue to work at his/her regular occupation.

### **Sick Pay Leave - While Drawing Workers' Compensation Benefits**

- 22.10** An employee who is prevented from performing his/her regular work with the Employer as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Compensation Act shall receive from the Employer the difference between the amount paid by the Workplace Safety and Insurance Board and the employee's regular salary from the first day of the said accident. Payment from the Employer shall not exceed a term of fifteen (15) consecutive weeks for each accident compensable by the Workplace Safety and Insurance Board.

### **Hospitalized During Vacation**

- 22.11** An employee who is hospitalized or confined by order of a doctor during the employee's vacation period will be allowed to draw sick leave with pay for the period of time for which the employee is hospitalized or confined in accordance with Article 22.02 providing that the employee furnishes proof of such hospitalization or confinement to the supervisor. The employee will be allowed to reschedule that portion of vacation during which the employee was hospitalized or confined at a later date mutually agreeable to the employee and the employee's supervisor.

### **Exceptions**

- 22.12** Sick leave credits shall not be paid to an employee on authorized leave of absence or upon termination, discharge or retirement. During a period of vacation, payment will not be made for sick leave except as provided for in Article 22.11.
- 22.13** The employee will be reimbursed for all medical reports related to accommodation which the Employer may request subsequent to the initial medical certificate. Reimbursement will be up to the amount as outlined in the Ontario Medical Association's Guidelines.

### **BEREAVEMENT LEAVE**

- 23.01** In the event of the death of a spouse, child, parent, brother, sister, grandparent or grandchild, an employee will be granted upon request up to a maximum of five (5) working days without loss of regular pay for attendance at or to make the necessary arrangements for the funeral or memorial service. It is understood that spouse can refer to a spouse through marriage, common-law spouse, same-sex partner.

In the event of a death in the immediate family, an employee will be granted upon request up to a maximum of three (3) working days without loss of regular pay for attendance at or to make the necessary arrangements for the funeral or memorial service. "Immediate family" shall mean, Father-in-law, Mother-in-law, Sister-in-law, Brother-in-law, , Son-in-law and Daughter-in-law.

Where the employee is required to travel more than 400 km from their place of residence for this purpose, an additional two (2) days will be allowed, to a maximum of five (5) days.

The employee shall not receive any additional pay because the death and/or funeral occurred on a paid holiday, during his or her vacation or during any leave of absence without pay.

## **PAID PERSONAL LEAVE OF ABSENCE**

**24.01** Commencing May 1st of each year, each member of the Bargaining Unit shall be allowed for good reason up to three (3) days paid leave of absence annually. Paid personal leave is intended for the conduct of legitimate personal business which cannot be scheduled outside of normal hours of work. Good reason shall include but not be limited to:

1. the observance of religious holidays of their faith which fall on a day in which they would normally be required to work
2. family emergencies
3. attending to legal matters
4. attending graduation ceremonies for spouse or children
5. personal health appointments
6. moving

Personal days will be prorated in an employees' first year of service based on their hire date.

Hire Date	Personal Days Available
Q1: May 1 – July 31	3
Q2: August 1 – October 31	2
Q3: November 1 – January 31	1
Q4: February 1- April 30	0

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 to the supervisor, and shall indicate the reason for the application. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance (excluding weekends and holidays) with the exception of family emergencies and emergency situations.

The supervisor will provide the employee with an answer in writing within two (2) working days after receiving the written request.

Employees shall not be allowed to use leave of absence for purposes of extending vacations or the day prior to or following a paid holiday.

In cases of emergency the employee shall give the supervisor as much notice as possible. Such emergency leaves shall not be unreasonably withheld.

## **NON-BIRTH PARENT LEAVE**

- 25.01** Upon the birth or adoption of a child a father or same sex parent shall be granted up to two (2) days paid leave of absence. Application for such leave shall be submitted in writing to the employee's supervisor, at least five (5) days in advance. Such leave must be taken within the first month of the birth or the adoption.

## **JURY DUTY OR CROWN WITNESS SERVICE**

- 26.01** The Employer shall continue the payment of full wages to any employee who is required for jury duty or crown witness service for the period of such service. The foregoing is conditional on the employee paying the Employer the full amount of any compensation received for such jury duty or crown witness service exclusive of compensation expressly provided for meals and/or travel.

## **JOB POSTING - PROMOTIONAL OPPORTUNITY**

- 27.01** Prior to making any permanent staff change, or where such new classifications are established which could result in a promotional opportunity in the Bargaining Unit for any employee covered by the terms of this Agreement, the Employer first will post notice of the said position on appropriate bulletin boards for the period of six (6) working days and notify the Local Union President in writing, in order that all members will know about the position and be able to make written applications therefore on a form provided by the Employer. Such notice shall contain the following information: nature of the position, job description, required knowledge and education, ability and skills, hours of work and wage rates. Nothing in this clause shall prevent the Employer from filling the advertised job from within the Bargaining Unit or from any other source after the job has been properly posted and all applicants have been given consideration.

### **Job Classification**

- 27.02** In the event of the Employer establishing any new job classifications or positions within the Bargaining Unit, or introducing significant changes to the typical duties of the current class specifications, the Employer will discuss the terms of the job classification or position with the Union prior to the establishment of the aforementioned job classification or position. Nothing in this Article shall be interpreted to prevent the Employer from establishing any new job classification or position and staffing same in accordance with the terms of this Agreement. If the Employer and the Union are unable to agree upon the classification of the job, the matter may be referred to the Grievance and Arbitration Procedure of this Agreement.

- 27.03** The Employer will interview all employees who have made written application for promotion arising out of Article 27.01.

- 27.04** When a position has been filled arising out of Article 27.01, all applicants will be advised of the disposition of the job posting. An unsuccessful applicant can ask for and will be granted an interview to determine why he/she was unsuccessful if he/she so desires. The Union shall receive a letter stating the name of the successful applicant.

## **TRANSFERS AND PROMOTIONS**

- 28.01** When selecting an employee for promotion or transfer to a Bargaining Unit position, the Employer agrees to use all available information to determine which employee is qualified to fill the position. The Employer will consider his/her knowledge, skill, and ability to perform the normal requirements of the job satisfactorily, and seniority with the Employer. Where the Employer determines that the qualifications for the position are relatively equal between the applicants, seniority shall be the governing factor.

### **Trial Period**

- 28.02** The successful applicant shall be placed on trial for a period of thirty (30) working days from assumption of new duties. Conditional on satisfactory service, such trial promotion shall be confirmed after the period of thirty (30) working days. In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his/her former position without loss of seniority and at the former wage rate. Any other employee promoted because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and at their former wage rate. Upon request of the Union, the Employer shall meet with the Union to review the reasons the Employer deems the successful candidate unsatisfactory.

### **Employee Returned to Previous Job**

- 28.03** Any such employee shall be given the opportunity to revert to his/her former position and conditions if they so request within thirty (30) working days from the assumption of new duties and the provisions of the immediate preceding paragraph shall apply to such reversion.

### **Limitation on Applications**

- 28.04** An employee who has been promoted or transferred to a new position by exercising their rights under Article 28.01 must serve at least three (3) months in that position before they are eligible for consideration for any other promotion or transfer.
- 28.05** The Employer will give written notification to an employee at least five (5) working days in advance of a permanent re-assignment which would involve a transfer to another building, a change of shift, or a change in hours of work from those presently worked by the said employee.

### **Shift Reassignment**

- 28.06** Where the Employer proposes to reassign an employee or group of employees from one shift to another, an affected employee may displace another employee with less seniority in the same classification who is working on the same shift but who is not being transferred. Such displacement is dependent on a determination that the employee is qualified and capable of performing satisfactorily the duties of that position. The scope of the application of the above mentioned provision shall be limited to the employing Department.

## **RELIEVING HIGHER CLASSIFICATIONS IN THE BARGAINING UNIT**

- 29.01** When an employee has been assigned to work in a job of a higher classification in the Bargaining Unit, he/she shall be paid at the appropriate rate for all hours worked on that assignment after having worked at least one (1) hour, including the first hour.

## **TECHNOLOGICAL CHANGE**

- 30.01** In the event the Employer plans to introduce technological change in the work place that will directly affect the employment of Bargaining Unit members, the Employer shall notify the Union at least three (3) months in advance before the introduction of any technological change. The Employer will discuss the proposed change(s) with the Union with the view of retraining, relocating and assisting any employee who may be displaced as a result of the said technological change.

### **Training Benefits**

- 30.02** The Employer will retrain, relocate and assist any employee who may be displaced as a result of technological change. Such employees shall 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 reduction in wages during the training period of such employees.

## **JOB SECURITY**

- 31.01** It is the declared intention of the Employer to provide for the job security of the employees covered by the terms of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the Press in the most efficient and economic manner possible in order that it may efficiently conduct its business. It is agreed that any employee who was employed by the Employer with one (1) year of service or more shall not be laid off by reason of the Employer contracting out the work being performed by such employee. However, in such event, the Employer agrees that the employee will be placed in another job with a similar rate and be retrained.

## **BULLETIN BOARDS**

- 32.01** The Employer agrees to provide space on bulletin boards marked Canadian Union of Public Employees, Local 3261, for official Union notices on the understanding that such notices will be in keeping with the general spirit and intent of this Collective Agreement.

## **CORRESPONDENCE**

- 33.01** All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the Vice President, Human Resources, or his/her designate, University of Toronto Press, 10 St. Mary Street, Suite 700, Toronto, Ontario, M4Y 2W8 and the Local Union President, Canadian Union of Public Employees, Local 3261, 703 Spadina Avenue, 2<sup>nd</sup> Floor, Toronto, ON M5S 2J4. Communication via email and/or facsimile transmission shall be considered an acceptable alternative to letter mail.
- 33.02** Any such communication given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

## **MANAGEMENT AND UNION COMMITTEE**

- 34.01** The Employer and the Union agree that their senior representatives will meet to discuss matters of mutual interest, together with a secretary appointed by the Employer. The Chairman of the Union/Management Committee shall be the Vice President, Human Resources or his/her designate.

## **HEALTH AND SAFETY COMMITTEE**

- 35.01** University of Toronto Press is committed to providing a safe and healthy work environment for its employees and to complying with all applicable safety legislation. As part of its Health and Safety program the Press maintains Joint Health and Safety Committees for both its North York and downtown locations. Each of these committees shall include an employee representative elected from within the Bargaining Unit.

## **PERSONNEL FILES**

- 36.01** An employee shall have the right to examine all documents pertaining to that individual in any file kept by the employing Department as a basis for personnel decisions affecting that employee, and to have such files corrected or supplemented in cases of inaccuracy or inadequacy. Such comments shall become part of the file.

Examination of the personnel files may be made after the employee gives notice of his/her desire to do so, and under the conditions which the employing Department deems appropriate to ensure security of the file.

## **WAGES**

- 37.01** The Employer agrees to pay the schedule of wage rates attached hereto as Schedule I, which rates shall be payable as indicated for the term of this agreement.

## **BENEFITS**

### **Preamble:**

Following its incorporation 1 May 1992, University of Toronto Press will continue to participate in benefit plans maintained by the University of Toronto (or comparable plans) as outlined in Articles 38.01, 38.02, 38.03, 38.04, 38.05, and 38.06.

### **Pension Plans**

**38.01** The Employer agrees to provide Pension Plans, details of which are set out in Schedule II.

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

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

### **Long Term Disability Plan**

**38.03** The Employer agrees to provide a Long Term Disability Plan, the details of which are set out in Schedule IV.

### **Dental Plan**

**38.04** The Employer agrees to provide a Dental Plan as set out in Schedule V.

### **Extended Health Care Plan**

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

### **Vision Care Plan**

**38.06** The Employer agrees to provide a Vision Care Plan, the details of which are set out in Schedule VII.

## **CLOTHING**

**39.01** The Employer agrees to provide clothing as set out in Schedule IX.

## **SAFETY SHOE OR BOOT ALLOWANCE**

**40.01** The Employer agrees to provide a safety shoe or boot allowance as set out in Schedule X.

## **PRINTING OF THE AGREEMENT**

- 41.01** The Employer agrees to provide copies of the Collective Agreement to all employees within four weeks of contract signing, and thereafter to all new employees at their time of hire. Twenty (20) copies will also be provided to the Local Union President for the Union. An electronic copy of the Collective Agreement will also be made available to the Union.

## **DURATION AND MODIFICATION OF AGREEMENT**

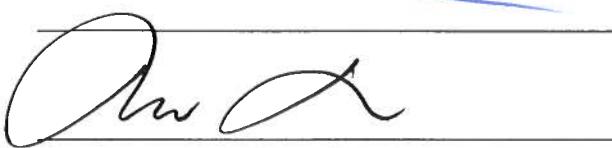
- 42.01** This Agreement shall continue in effect until April 30, 2020 and shall continue automatically thereafter for annual periods of one (1) year each, unless either Party notifies the other in writing within the period of three (3) months next preceding the expiration date of this Agreement, that it desires to amend or terminate it.
- 42.02** If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the Parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

**IN WITNESS WHEREOF** each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on this 6 day of September 2019.

UNIVERSITY OF TORONTO PRESS BY:



AND:

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


**SCHEDULE I: WAGES**

<u>Classification</u>	<u>Current rates</u>	<u>1<sup>st</sup> pay period following ratification</u>
Shipper I	\$20.09	\$20.69
Shipper II (Driver)	\$20.24	\$20.85
Shipper II	\$20.32	\$20.93
Lead Hand Shipper	\$21.21	\$21.85
Chief Shipper	\$22.20	\$22.87
Senior Shipper-Receiver	\$21.21	\$21.85
Warehouse Attendant I	\$20.09	\$20.69
Lead Hand Warehouse Attendant	\$21.21	\$21.85
Senior Lead Hand Warehouse Attendant	\$22.20	\$22.87
Senior Maintenance Worker	\$20.97	\$21.60

**SCHEDULE II: THE PENSION PLAN FOR MEMBERS OF THE ACADEMIC AND ADMINISTRATIVE STAFF OF THE UNIVERSITY OF TORONTO**

Effective July 1, 1977, all eligible employees of University of Toronto Press shall be enrolled in the Pension Plan for Members of the Academic and Administrative Staff of the University of Toronto under the terms and conditions of that plan.

**SCHEDULE III: GROUP LIFE AND SURVIVOR INCOME PLAN FOR MEMBERS OF THE ACADEMIC AND ADMINISTRATIVE STAFF**

The Employer shall continue to provide at no cost to the employee, basic Life Insurance coverage in accordance with the provisions and regulations of the University of Toronto Group Life and Survivor Income Plan for Members of the Academic and Administrative Staff, during the term of this Agreement.

The Employer and the employees shall continue to make contributions to the University of Toronto Group Life and Survivor Income Plan for members of the Academic and Administrative Staff in accordance with the provisions and regulations of the said plan for all employees who elect to receive additional life insurance coverage.

#### **SCHEDULE IV: LONG TERM DISABILITY PLAN FOR MEMBERS OF THE ACADEMIC AND ADMINISTRATIVE STAFF**

The Employer shall contribute 80% of the monthly premium for employees covered by the University of Toronto Long Term Disability Plan for Members of the Academic and Administrative Staff.

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

As a condition of continued employment, an employee covered by the terms of this Agreement, must be enrolled in the Long Term Disability Plan.

The Employer shall have the right to amend or change the Long Term Disability Plan during the term of this Agreement.

#### **SCHEDULE V: DENTAL CARE PLAN**

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

The Parties agree to be governed by the provisions and regulations of the said plan for the term of this Agreement.

The Employer shall have the right to amend or change the Dental Care Plan during the term of this Agreement.

#### **SCHEDULE VI: UNIVERSITY OF TORONTO EXTENDED HEALTH CARE PLAN**

The Employer shall contribute 75% of the cost of the University of Toronto Extended Health Care Plan for all participating employees.

The Parties agree to be governed by the provisions and regulations of the University of Toronto Extended Health Care plan during 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.

#### **SCHEDULE VII: VISION CARE PLAN**

A Vision Care is provided to members of Canadian Union of Public Employees, Local 3261 employed by the University of Toronto Press with the following benefits:

- \* Coverage up to four-hundred dollars (\$400.00) every two (2) years per family member with no deductible.\*

- \* The Employer subsidy will be fifty (50%) of the cost of the premiums.
- \* Coverage includes contact lenses, prescription glasses and eye exams.
- \* Membership will be mandatory for all new staff except those who have exempted themselves because they have coverage in a spousal plan.

Participating members who cancel coverage may be allowed to rejoin the plan.

#### **SCHEDULE VIII: DESIGNATED AUTHORITIES**

Distribution Division, North York  
Retail Division

Vice President, Distribution  
Vice President, Retail

#### **SCHEDULE IX: CLOTHING**

The following clothing will be provided when determined necessary by the Employer:

parkas  
winter hats  
mittens/gloves, and  
rubber boots

Clothing will be replaced as required.

#### **SCHEDULE X: SAFETY SHOE OR BOOT ALLOWANCE**

The Employer will reimburse employees for the cost of safety shoes or boots up to a maximum of ninety (\$90.00) dollars per calendar year, upon receipt of acceptable proof of purchase. This amount may be accumulated over a three (3) year period at the discretion of the employee.

New hires will be reimbursed up to a maximum of \$200.00 upon successful completion of their probationary period, upon receipt of acceptable proof of purchase, and thereafter will accumulate a boot allowance at the rate of \$90 per year, which may be accumulated to a maximum of \$270.00

Wearing of safety footwear is a condition of employment under the terms of this agreement.

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

## **APPENDIX A**

### **University of Toronto Press Statement of Commitment\***

#### ***We will:***

- apply our best efforts in undertaking the responsibilities of our positions, with a view to achieving successful results for the company, not merely completing certain tasks. We will challenge assumptions and look for ways to improve how we do things, i.e. grow the business, satisfy customers, improve efficiency, avoid waste, etc.
- treat others as we would like to be treated, be respectful and courteous, respect the value of other's time, respect timelines and deadlines, do our best to recognize and show appreciation for the efforts and contributions of others.
- take personal responsibility for things within our span of control; work cooperatively with others to achieve common goals.
- work safely at all times, and strive to maintain a healthy, safe and productive work environment.
- conduct ourselves with honesty and integrity. We will keep commitments and honour promises.
- manage conflicts of interest with integrity, specifically we will disclose any personal interests that make it difficult to perform our work for UTP objectively and effectively, refrain from any outside activities that would undermine rather than enhance our commitments to UTP. (Any real or potential conflicts of interest must be immediately disclosed.)
- safeguard and care for company assets that are entrusted to our care, including funds, facilities, equipment, intellectual property, and confidential information.
- comply with all laws. We will immediately report any and all illegal activity, as well as all litigation or threatened litigation against UTP and will not comment on it without authorization of the President.
- respect the property rights of others, including copyrights, trademarks, license agreements.
- maintain the security and confidentiality of customer, employee and corporate records and information. We will maintain accurate and reliable records and financial documentation.
- make environmentally friendly business choices where economically viable and where quality and service will not be compromised.

#### ***We will not:***

- pursue personal interests that interfere with, or even appear to interfere with, the best interests of UTP, take improper advantage of confidential information acquired through UTP, or compete against UTP even indirectly.
- offer or accept bribes, favours, or significant prizes from anyone doing business with or soliciting business from UTP. Minor gifts or hospitality may be accepted subject to division head approval.
- hire or enter into a reporting relationship with relatives or individuals with whom there is a close personal relationship without disclosure and approval from the appropriate senior executive(s).
- engage in or tolerate any form of discrimination, harassment, bullying or other behaviour intended to demean others or make them feel threatened.
- through participation in any social media, including personal profiles, make statements or post information that would be damaging to or reflect poorly on UTP.
- hire a third party to do things that this code prevents us from doing ourselves.

I have read, understood, and agree to conduct myself in accordance with the above Statement of Commitment in all of my UTP employment related duties, throughout my employment relationship. I further agree to notify my division head, the President, or the Chair of the Board, in writing, of any change in circumstances that adversely affects or may affect my ability to maintain my Commitment.

Name (printed): \_\_\_\_\_ Signature: \_\_\_\_\_

Division: \_\_\_\_\_ Dated: \_\_\_\_\_

## **LETTER OF INTENT: JOINT MEMBERSHIP**

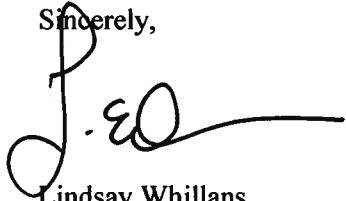
1 May 2019

Ms. Rebecca Strung  
CUPE Servicing Representative  
Canadian Union of Public Employees  
Ontario Regional Office  
80 Commerce Valley Drive East  
Markham, Ontario,  
L3T 0B2

Dear Ms. Strung:

The University of Toronto Press intends to continue to make the University of Toronto Joint Membership Plan available to CUPE members throughout the term of this agreement, provided University of Toronto in general, and the participants in the Joint Membership Plan, (i.e. Faculty Club, Hart House, and Athletic Centre) continue to allow the Press's participation in the plan. The Press shall reserve the right to amend or change its participation in the plan subject to alteration of the conditions and rates of membership by University of Toronto.

Sincerely,



Lindsay Whillans  
Vice President, Human Resources

## **LETTER OF INTENT: PENSION AND BENEFITS**

1 May 2019

Ms. Rebecca Strung  
CUPE Servicing Representative  
Canadian Union of Public Employees  
Ontario Regional Office  
80 Commerce Valley Drive East  
Markham, Ontario,  
L3T 0B2

Dear Ms. Strung:

Effective from the ratification of this agreement, for the duration of the contract until April 30, 2020, University of Toronto Press intends to continue to offer to CUPE members, the same benefit plan features and retirement benefits, subject to the same eligibility requirements, terms and conditions as apply to members of CUPE 3261 full time at the University of Toronto, provided that there are no direct costs to University of Toronto Press associated with this offer and provided that these same benefits are available to all employees of University of Toronto Press who participate in the University of Toronto Pension Plan and other benefit plans. To facilitate this it is also understood that employee contributions required of UTP CUPE members of the pension and/or benefit plans will be the same as for members of CUPE 3261 full time at the University of Toronto.

Sincerely,



Lindsay Whillans  
Vice President, Human Resources

## **LETTER OF INTENT: FEE WAIVER FOR DEPENDENTS**

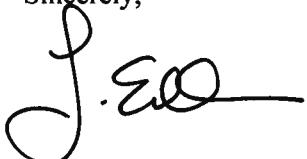
1 May 2019

Ms. Rebecca Strung  
CUPE Servicing Representative  
Canadian Union of Public Employees  
Ontario Regional Office  
80 Commerce Valley Drive East  
Markham, Ontario,  
L3T 0B2

Dear Ms. Strung:

The University of Toronto Press agrees that dependents of full time employees who were employed in the Bargaining Unit at the Press at December 31, 1991, and who have been continuously employed by the Press since that time, are entitled to the benefits of the University of Toronto Fee Waiver for Dependents Policy. It is understood and agreed that the University of Toronto may amend this policy from time to time, or may withdraw its availability at any time, and that the University of Toronto Press is under no obligation to maintain this benefit should the University of Toronto amend the terms of its availability to employees of the University of Toronto Press.

Sincerely,



Lindsay Whillans  
Vice President, Human Resources

## **LETTER OF INTENT: JOB SECURITY**

1 May 2019

Ms. Rebecca Strung  
CUPE Servicing Representative  
Canadian Union of Public Employees  
Ontario Regional Office  
80 Commerce Valley Drive East  
Markham, Ontario,  
L3T 0B2

Dear Ms. Strung:

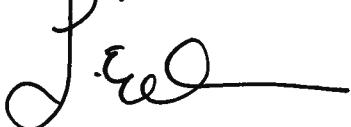
The Employer has no intention of replacing the full time complement of CUPE 3261 employees in the Distribution warehouse with part time employees. However, should layoffs be necessary, the Employer agrees that for the term of this agreement, ending on April 30, 2020, any future layoffs of Bargaining Unit employees shall be communicated to the Union in advance. If requested, the Employer agrees to schedule a meeting with the Union before the end of the notice period to discuss alternatives to layoff.

Selection of Bargaining Unit staff for layoff shall be in accordance with Article 17 (Layoffs), and when determining the extent of staff reductions, the Employer agrees to maintain a ratio of total monthly staff cost (including all benefits) of 50% full time to 50% part time.

This agreement in no way precludes the Employer from either increasing or decreasing the full and part time staff complement from time to time as business needs dictate.

It is further understood that this does not constitute a guarantee of hours or work for either full or part time staff.

Sincerely,



Lindsay Whillans  
Vice President, Human Resources

## **MEMORANDUM OF UNDERSTANDING: ELECTRONIC TRANSFER OF WAGES**

1 May 2019

Ms. Rebecca Strung  
CUPE Servicing Representative  
Canadian Union of Public Employees  
Ontario Regional Office  
80 Commerce Valley Drive East  
Markham, Ontario,  
L3T 0B2

Dear Ms. Strung:

All full-time employees will receive their pay every two (2) weeks by electronic transfer of funds into their bank account, trust company account or credit union account. All new employees will be required to complete a Payroll Bank Deposit Authorization form and provide a sample voided cheque on commencement of employment. In the event that the employee changes banks, trust companies or credit union accounts, it is the employee's responsibility to notify the Employer by completing another Payroll Bank Deposit Authorization Form and to provide another sample voided cheque.

Sincerely,



Lindsay Whillans  
Vice President, Human Resources

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