

COLLECTIVE AGREEMENT

- BETWEEN -

UNIVERSITY OF TORONTO PRESS

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3261 (Part-time)

Distribution Warehouse

November 1, 2020 to October 31, 2021

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ARTICLE 1: GENERAL PURPOSE

- 1.01 The purpose of this Agreement is to provide for orderly collective bargaining relations between the Employer and those employees who come within the Bargaining Unit.

ARTICLE 2 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 University of Toronto Press Incorporated employed in its Warehouse in the City of Toronto who are regularly employed for less than twenty-four hours per week, save and except supervisors and persons above the rank of supervisor, clerical, office and technical staff and person for whom a trade union held bargaining rights as February 24, 2004.

- 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.

CLARITY NOTE:

- 2.03 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in any way to affect or modify this Agreement, and all precedents, provisions, conditions, rules and agreements, are superseded by this Agreement.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. This Agreement represents the sole and exclusive agreement between the Parties.

ARTICLE 3: RESERVATION OF MANAGEMENT RIGHTS

- 3.01 It is understood and agreed that all rights heretofore exercised by the Employer or inherent in the Employer as the owner of the business not expressly contracted away by a specific provision of this Agreement are retained solely by the Employer. The right to discipline and discharge for cause are likewise the exclusive responsibility of the Employer, provided that claims of discriminatory or wrongful dismissal or discharge shall be subject to the grievance procedure as provided herein.

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.

ARTICLE 4: SPECIFIC PENALTIES

4.01 Without restricting the Employer's right to discharge for just cause, generally the specific penalty for the following infractions will (as opposed to may) be just cause for suspension or discharge:

- a) Misappropriation of funds, defalcation or any other fraudulent actions
- b) Theft;
- c) Intentional damage, destruction or sabotage of Company or client property;
- d) Unauthorized disclosure of confidential information regarding the affairs of the Company or any of its clients;
- e) Being under the influence of alcohol or unprescribed drugs while on the job, to the extent that he/she cannot perform the duties of their job without harm or risk of harm to him/herself and/or others; or disruption to the workplace; or cannot meet normal standards of job performance.
- f) Falsification of application for employment or documents related thereto, respecting information which the Company would have acted upon had it received such information at the time of application; falsification or unauthorized alteration of Employer records, payroll records, time cards, or schedules.
- g) Conviction of any indictable offense or crime which can reasonably be construed to indicate that continued employment would constitute a threat or hazard to fellow employees, customers, the Employer, its property, or its reputation;
- h) Fighting on company premises;
- i) Swearing at a customer.
- j) Threatening, intimidating or sexually harassing any employee, manager, supervisor or customer.
- k) Using an Employer's computer or internet access to download, view or send harassing, discriminatory or vulgar material.

Where, in the opinion of an Arbitrator or the Employer there are mitigating circumstances, the Arbitrator or the Employer, may decide not to invoke this Article.

ARTICLE 5: DISCRIMINATION

5.01 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 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.

ARTICLE 6: WORKPLACE VIOLENCE & HARASSMENT

6.01 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, or 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.

6.02 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.

6.02 There will be no reprisals against any employee who brings forward a complaint of harassment and/or discrimination within the definition of set out in *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.

6.03 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.

ARTICLE 7: EMPLOYMENT EQUITY

7.01 The Employer 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.

ARTICLE 8: RELATIONSHIP

8.01 It is agreed that there shall be no solicitation of members, collection of dues or other Union activities, and in fact there shall be no interference with any University of Toronto Press employees during working hours and no Union business conducted on the Employer's premises/time except as permitted by this Agreement. Otherwise accredited representatives of the Union shall have access to the Employer's workplace locations where Bargaining Unit members are employed as may be mutually agreed in writing between the Employer and an accredited representative of the Union.

8.02 The Employer agrees that the Local Union President or designate shall be given the opportunity of interviewing each new employee once, on completion of three (3) calendar months of employment, for the purpose of informing such employees 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 duration of the interview shall not be more than thirty (30) minutes.

- 8.03 The Employer agrees to record total Union dues deductions paid by employees on their annual T4 slips.

ARTICLE 9: STATEMENT OF COMMITMENT

- 9.01 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.

ARTICLE 10: TEMPORARY EMPLOYEES

- 10.01 It is recognized and agreed that the Employer has the right to hire temporary or casual employees to meet increased staffing requirements of the Distribution warehouse during the year for time periods to be specified at the time of hiring, but not to exceed ten (10) working days at more than twenty-four (24) hours per week and not to be paid any less than Bargaining Unit employees. Existing Bargaining Unit employees will first be offered the opportunity to work additional hours, starting with those normally working the particular shift, and may be required to work more than 24 hours, but not more than 40 hours per week. (**this is not new but it was missing from the document which you sent me**)
- 10.02 The termination of such temporary employees at the end of the temporary period shall be at the sole and absolute discretion of the Employer and shall not be the subject of a grievance for any reason.

- 10.03 If a temporary employee is offered continuing employment after the original term of employment is concluded he or she shall be credited with all time worked toward the completion of probation.

ARTICLE 11: PROBATIONARY EMPLOYEES

- 11.01 All employees will be considered as probationary employees until after they have worked for a minimum of three (3) calendar months, from the date of last hire by the Employer. The Employer may discipline or discharge a probationary employee for any reason satisfactory to the Employer at any time during the probationary period, without cause and at the sole discretion of the Employer, provided such discipline or discharge is done in good faith and in a non-discriminatory fashion. It is agreed that the discipline or discharge of a probationary employee is a matter which is not covered by the terms of this agreement except as stated in this Article and shall therefore not be grievable or arbitrable.
- 11.02 Probationary employees shall not have the right to proceed to grievance arbitration save and except where the Employer has acted in bad faith or in a discriminatory manner. In any event no arbitrator has the right to reinstate a probationary employee except where they have the power to do so by statute.
- 11.03 If a former employee is rehired within a one-year period, their prior length of employment shall be counted toward their probationary period.

ARTICLE 12: CONSIDERATION FOR FULL TIME WAREHOUSE VACANCIES

- 12.01 The Employer shall give priority to members of this Bargaining Unit for full time warehouse vacancies in the CUPE Local 3261 full time Bargaining Unit.

ARTICLE 13: HOURS OF WORK

- 13.01 Regular hours of work for all employees covered under this agreement shall range from a minimum of 16 hours to a maximum of 24 hours per week. Exceptions may be granted but are subject to approval of the Employer. This shall not constitute a guarantee of hours of work per day or week.

Saturday Shift

- 13.02 Provision for Saturday hours of work: 8 working hour day shift or 8.5 hour day shift (including unpaid lunch break) voluntary, subject to religious exemptions and accommodation issues.

The Part-Time Lead Hand rate of pay will be the same as the Full-Time Lead Hand rate of pay.

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.

- 13.03 It is understood that employees covered under this agreement may volunteer to work more than 24 hours in a week for peak periods of time, subject to their availability and the needs of the business. If an employee works more than twenty-four (24) hours in a week for six (6) consecutive weeks the Union will be given written notification. It is understood that these employees shall remain subject to this Agreement until they are the successful applicant for a Full-Time posting for a position under the Full-Time Collective Agreement.
- 13.04 Subject to the provisions of the Collective Agreement and any applicable legislation, policies, practices and procedures with respect to scheduling, scheduling changes, time sheets, and other related matters are at the sole discretion of the Employer and may be changed following five (5) working days' advance communication to the affected employees and the union.
- 13.05 All employees will be permitted a fifteen (15) minute rest period both in the first half of the shift and in the second half of the shift.
- 13.06 An employee shall lose all rights under this contract and is deemed terminated if:
- (a) He or she quits his or her employment;
 - (b) He or she is discharged for just cause;
He or she has absented himself or herself from work for three (3) consecutive scheduled shifts without advance approval from the Employer in writing.
(Note this subparagraph
 - (c) shall not be interpreted as permitting unauthorized absenteeism of any duration.)
- 13.07 Supervision on the Saturday shift will be performed by the Manager/Shift Supervisor. When the Manager/Shift Supervisor is absent a Full Time Lead Hand will be assigned to the role. In the event that a Full Time Lead Hand is unavailable, a Part Time Lead Hand will be assigned to the role.

ARTICLE 14: LAYOFFS

14.01 In the event that an employee shall be laid off, he or she shall receive notice, or payment in lieu of notice, in accordance with the *Employment Standards Act*. Should the Employer deem it necessary to reduce the workforce by means of layoff, employees shall be selected for layoff in accordance with article 14.04. Employees on layoff are entitled to apply for any non-Bargaining Unit job vacancies arising out of a job posting; however it is understood that for all such posted positions the selection is at the sole discretion of the Employer and cannot be grieved.

14.02 If a layoff is expected to be permanent the affected employee(s) shall receive working notice or payment in lieu of notice, of no less than one (1) week, provided they have already completed their probationary period. Such notice shall be inclusive of any entitlement due under the *Employment Standards Act*.

14.03 An employee shall lose all rights under this contract and is deemed terminated if:

- (a) He or she is laid off and not recalled within a period of thirteen (13) weeks. Such an employee shall have no right of recall;
- (b) He or she fails to return to work within three (3) days after he or she has received a notice of recall;

14.04 Layoff and Recall Selection

- (a) Employees shall be selected for layoff or recall from layoff based on consideration of the following factors:
 - (i) skill and ability
 - (ii) length of service from most recent date of hire

For purposes of this Collective Agreement, “skill and ability” shall be defined as an employee’s: breadth of job knowledge; productivity; experience; past performance with the Employer.

ARTICLE 15: LEAVE OF ABSENCE

15.01 An employee desiring a leave of absence shall submit his or her request in writing to the division Vice President, or designate, setting out therein the purpose and period of the leave. The Employer at its sole and absolute discretion, may approve or reject the request in writing. Any such leave shall be without pay or any other form of compensation. Any extension of a leave of absence must also be applied for and granted in writing.

15.02 Subject to the approval of the division Vice President, and upon written request at least ten (10) working days in advance, leave of absence without pay 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.

- 15.03 Where a leave of absence has been approved in accordance with articles 15:01 and 15 :02 above, it shall be understood that the hourly rate of pay for the employee shall not be less upon his or her return than it was prior to the leave.
- 15.04 An employee who takes a leave of absence to take a temporary full time position with the Employer may return to the Bargaining Unit upon its completion with no interruption in service.

ARTICLE 16: STRIKES AND LOCKOUTS

- 16.01 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.

ARTICLE 17: UNION REPRESENTATION

Local Union President

- 17.01 The Employer agrees that there shall be one Union President for Local 3261, who may be 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.

Stewards

- 17.02 The Employer acknowledges the right of the Union to appoint or otherwise select one Union steward, who shall be known as the “Steward at Large” (and one alternate steward) from amongst the employees in the Bargaining Unit who have completed their probationary period.

The Union will notify the Employer in writing of the names of the Union Steward and alternate steward before management shall be required to recognize any person so selected. The alternate steward will only act as a steward when the regular steward is not at work.

The Union acknowledges that the Steward has regular duties to perform on behalf of the Employer and may not leave their regular duties without permission of their immediate supervisor. Such consent from the supervisor shall not be unreasonably withheld. The Steward is also required to report back to his supervisor on

returning to work. At no time shall a steward interrupt employees while they are engaged in performance of their duties.

- 17.03 The Union and the Employer agree that for the purposes of the Collective Agreement all references to the Union President shall be deemed to read Union President or designate. The following articles shall be exceptions to this item:
Article 17.01 – Local Union President
Article 17.04 – Negotiating Committee

Negotiating Committee

- 17.04 For the purpose of negotiating a Collective Agreement the Employer will recognize the Local Union President and up to two (2) employees of the Employer; both of which shall have completed six (6) months continuous employment with 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.
- 17.05 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

- 17.06 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 Union Local Union President of any discharge, suspension or written warning within forty-eight (48) 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.

- 17.07 Records of disciplinary action taken by the Employer shall be removed from the employee's record two (2) years after the date of such disciplinary action was recorded, with the exception of disciplinary matters involving a direct customer complaint, or a matter related to Human Rights or Health and Safety. Disciplinary records pertaining to such matters shall remain in the file always.

ARTICLE 18: GRIEVANCE PROCEDURE

- 18.01 For the purposes of this Collective Agreement a grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration, or alleged violation of the Agreement, including any question as to whether a matter is arbitrable. It is the mutual desire of the Parties that complaints of employees shall be adjusted as quickly as possible.

The Employer shall be under no obligation to consider or process a grievance unless such grievance shall have been presented to the Employer in writing at Step 1 of the grievance procedure within the time limits as specified herein.

If an employee, or one designated member of a group has a complaint or question concerning the interpretation, application, administration, or alleged violation of this Agreement, the employee will first take up the grievance within ten (10) working days after the circumstances giving rise to the complaint have occurred or ought reasonably to have come to the attention of the employee. Within this time period the employee shall raise and discuss the issue as a complaint with the supervisor before it is given to the supervisor in writing. The Union Steward may be present for this discussion if invited.

- 18.02 The time limits and other procedural requirements set out in Article 18 are mandatory and not merely directory, therefore failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the grievor. If no written answer has been given within the time frame specified, the grievance may be submitted to the next step. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be deemed to be abandoned. No matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the times specified.
- 18.03 Time limits may be extended by mutual agreement in writing between the Parties hereto; however the mandatory provisions of Article 18 shall not be considered to

have been waived by the Parties or either of them unless they expressly provide a waiver thereof in writing signed by both Parties. 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.

- 18.04 A grievance which has been disposed of pursuant to the grievance provisions of this Agreement shall not again be made the subject matter of a grievance.
- 18.05 A decision or settlement reached at any stage of the grievance procedure shall be final and binding upon all Parties hereto, including the complaining employee, and shall not be subject to reopening by any Party.

Step One

- 18.06 If the grievance is not adjusted by the supervisor as provided in article 18:01, 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

- 18.07 If the grievance is not settled at Step One, the written grievance may be referred to the Vice President, Distribution by the Local Union President within five (5) working days after receiving the answer in writing. A meeting shall be arranged by Vice President, Distribution, or his/her designate, within five (5) working days of receiving the grievance. Either Party may request the presence of the grievor and the Union Steward at the meeting. The Vice President, Distribution, or his/her designate, 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. If the grievance is settled at Step Two of the grievance procedure both the Vice President, Distribution and the Union representatives who agreed to the settlement shall sign the settlement as endorsed upon the written grievance, so that no question or argument may arise as to what the settlement was.

Step Three

- 18.08 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 Vice President, Distribution or designate. Either Party may request the presence of the grievor, Union Steward, Local Union President and the CUPE National Representative, supervisor or Vice President, Distribution 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

18.09 The Employer will recognize a group grievance as one which affects more than one employee with respect to whom the issue and facts are the same. A grievance of the Employer, or a policy or group grievance of the Union, 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 ten (10) 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

18.10 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 Vice President, Distribution 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 set out in article 18:12

Workplace Violence & Harassment

18.11 Any grievance relating to workplace violence or harassment will start at Step 3.

Arbitration

18.12 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 an arbitrator and the name and address of the Party's nominee as arbitrator.

- 18.13 The Party who receives the notice of intention to proceed to arbitration shall either accept the proposed nominee 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.
- 18.14 Each Party shall jointly and equally bear the fees and expenses of the single arbitrator.
- 18.15 No grievance may be submitted to a single arbitrator or be dealt with by a single arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.

Grievance Mediation

- 18.16 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 a 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 and the expenses of the mediator.

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

- 18.17 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 she or he may deem just in the event that there has been a violation of this Agreement by the Employer.

Authority of the Arbitrator

- 18.18 An 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.
- 18.19 The decision of the arbitrator shall be final and binding upon the Parties.

ARTICLE 19: PARENTAL LEAVE, PREGNANCY LEAVE, OTHER EMPLOYMENT STANDARDS ACT LEAVES, AND STATUTORY HOLIDAYS

- 19.01 Employees shall be entitled to Parental Leave, Pregnancy Leave, and other *Employment Standards Act* leaves, and payment for Statutory Holidays in accordance with the provisions of the *Employment Standards Act* as they may be updated and amended from time to time.
- 19.02 If a child is born to a Part Time employee who is a non-birth parent while such employee is at work, then the employee shall be granted leave with pay for the remainder of the scheduled shift during which the birth occurred.

ARTICLE 20: BEREAVEMENT LEAVE

- 20.01 In the event of the death of a spouse, child, or parent, an employee with more than one year of service, will be granted upon request up to a maximum of five (5) days with pay in a consecutive five (5) day period, during which they are scheduled to work, for attendance at or to make the necessary arrangements for the funeral or memorial service. An employee with less than one year of service will, in such an event, be granted upon request up to a maximum of five (5) days without pay in a consecutive five day period. It is understood that spouse can refer to a spouse through marriage, common-law spouse, or same sex partner.
- 20.02 If a person described in Article 20.01 dies when the employee is at work, then said employee shall be granted bereavement leave with pay for the remainder of the scheduled shift.
- 20.03 In the event of a death in the immediate family, an employee will be granted upon request up to a maximum of five (5) working days without pay for attendance at or to make the necessary arrangements for the funeral or memorial service. "Immediate family" shall mean, Brother, Sister, Father-in-Law, Mother-in-Law, Sister-in-Law, Brother-in-Law, Grandparent, Grandchild, Son-in-Law and Daughter-in-Law.

ARTICLE 21: CLOTHING

Workplace Attire

- 21.01 Employees are expected to wear apparel that is appropriate for business purposes and may be required to wear a uniform or other identification while on the job if provided by the Employer. Employees are also expected to follow minimum hygiene requirements.

Safety Footwear

21.02 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.

Effective November 1, 2014, 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, commencing when an employee has completed their first six months of service. This amount may be accumulated over a two year period at the discretion of the employee.

A new employee may retain a receipt for safety shoes or boots purchased upon commencement of employment to be claimed after their first six (6) months. If the initial boot purchase cost exceeds \$90 the balance up to \$180 may be claimed after 18 months from date of hire. Existing employees may claim reimbursement based on period of time elapsed from the date of their last claim.

ARTICLE 22: HEALTH & SAFETY

22.01 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. The North York Committee includes a representative of the CUPE 3261 full time Bargaining Unit who shall also represent the interests of the members of the part time Bargaining Unit for this purpose.

ARTICLE 23: CHANGE OF ADDRESS

23.01 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.

ARTICLE 24: ATTENDANCE

24.01 Employees are required to report promptly for their scheduled shifts, (i.e. be present at and be prepared to work at the start time of their scheduled shift), to attend work regularly, and to complete their scheduled shifts. When unable to attend an earlier agreed to shift, the employee must contact his/her supervisor as far in advance as possible of his/her scheduled start time, giving the reason s/he is unable to attend work, date of his/her expected return, and the details as to where

s/he can be contacted in his/her absence. If the immediate supervisor is unavailable, the employee may leave a voice mail message indicating the reason and, if and when, the employee may be expected to return to work. On each day that an employee is scheduled to work, but unable to be present for any reason the employee is expected to notify the immediate supervisor unless otherwise agreed to by both the employee and the immediate supervisor.

An employee may be reasonably required by the Employer to substantiate the reasons for any absence, provide a professional prognosis of his/her expected pattern of absences, his/her expected date of return, and his/her limitations, if any. An employee may, with prior warning, be required to provide a doctor's certificate certifying that the employee is unable to carry out his/her normal duties due to illness.

In the event that the Employer wishes to meet with an employee to discuss ongoing attendance problems, the employee will be permitted to have a Union steward present upon the request of the employee.

Medical Examination Required During Employment

24.02 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 referred by the Employer.

Dispute Over Medical Examination

24.03 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.

ARTICLE 25: UNION DUES

25.01 The Employer agrees as a condition of employment to deduct from each regular pay due each employee who is a member of the Bargaining Unit, (whether or not such employee is a member of the Union) a sum equivalent to the appropriate portion of the monthly Union dues as certified from time to time by the Union. The Employer will also deduct from the first pay of new employees, an amount equivalent to the Union initiation fee. 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.

- 25.02 The Employer agrees to remit to the Union such dues and initiation fees by the 20th day of the month following the month of deduction, accompanied by a list of the names of the employees, number of dues paid, regular wages earned, overtime wages earned, and shift hours earned of the employees from whom the deductions were made, as well as total wages and hours worked.
- 25.03 The Employer will provide the Union with an electronic list of Bargaining Unit employee addresses and telephone numbers employees along with personal and work email addresses and home addresses, and telephone numbers (if available) up to twice per calendar year, upon request of the Union no less than three weeks in advance of the date it is required.

ARTICLE 26: PERSONNEL FILES:

- 26.01 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.

ARTICLE 27: 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.

ARTICLE 28: BULLETIN BOARDS

28.01 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. A copy of each notice must be given to the Vice President, Distribution (or designate) for approval and signature before posting.

ARTICLE 29: CORRESPONDENCE

29.01 All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the Vice President, Human Resources, or designate, University of Toronto Press Incorporated, 800 Bay Street, Mezzanine, , Toronto, Ontario, M5S 3A9 and the Steward at Large with a copy to the Local Union President, Canadian Union of Public Employees, Local 3261, 703 Spadina Ave., 2nd Floor, Toronto, Ontario, M5S 2J4. Electronic communication where possible, may also be acceptable to expedite correspondence between the Parties.

29.02 Any such communication given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

ARTICLE 30: WAGES

30.01 Effective at the start of the first pay period following November 1, 2020, the hourly wage rate for the Part Time Warehouse Attendant will be \$14.70 per hour.

Effective November 1, 2020, the hourly wage rate for the Part Time Lead Hand Warehouse Attendant will be \$21.85

ARTICLE 31: PRINTING OF THE AGREEMENT

31.01 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. Employees can choose to accept a searchable electronic copy in lieu of a printed copy. A searchable electronic copy of the Collective Agreement will also be made available to the union. The employer will provide an on-site, accessible, dedicated computer station for employees to access the Collective Agreement.

ARTICLE 32: DURATION AND MODIFICATION OF AGREEMENT

32.01 This Agreement shall continue in effect until October 31, 2021 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.

32.02 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.

Dated _____ this _____ day of _____ 2021.

FOR THE UNIVERSITY OF TORONTO PRESS
DISTRIBUTION DIVISION
Digitally signed by Hamish Cameron
Date: 2021.05.05 10:22:46 -04'00'

Lindsay Whillans
Digitally signed by Lindsay Whillans
Date: 2021.05.05 10:13:36 -04'00'

Kathryn Laub

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 3261
PART TIME

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[Handwritten signature]

May 14, 2021

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: _____

MEMORANDUM OF UNDERSTANDING: ELECTRONIC TRANSFER OF WAGES

February 8th, 2021

Ms. Preethy Sivakumar
National Representative
Canadian Union of Public Employees
Local 3261
80 Commerce Valley Drive, East
Markham, Ontario
L3T 0B2

Dear Ms. Sivakumar:

All part-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**

Digitally signed by
Lindsay Whillans
Date: 2021.05.05
10:14:54 -04'00'

Lindsay Whillans
Vice President, Human Resources

MEMORANDUM OF UNDERSTANDING: Part Time Fork Lift Drivers

February 8th, 2021

Ms. Preethy Sivakumar
National Representative
Canadian Union of Public Employees
Local 3261
80 Commerce Valley Drive, East
Markham, Ontario
L3T 0B2

Dear Ms. Sivakumar:

In the event that the Employer requires part-time fork lift drivers, the position will be posted on appropriate bulletin boards for a period of six (6) working days.

The selection process will consider the employee's knowledge, skill and anticipated ability to perform the normal requirements of the job satisfactorily.

Successful applicants will receive training and certification prior to fulfilling the duties of the position.

When such a trained employee has been assigned to the fork lift driver position, for no less than a full shift, such employee shall be paid at the current rate of pay for Warehouse Attendant I in the Full Time Warehouse Collective Agreement for all hours worked.

The Parties will review this letter during the next round of bargaining.

Sincerely,

Lindsay Whillans
Digitally signed by
Lindsay Whillans
Date: 2021.05.05
10:14:19 -04'00'

Lindsay Whillans
Vice President, Human Resources