

**COLLECTIVE AGREEMENT**

**- BETWEEN -**

**UNIVERSITY OF TORONTO PRESS**

**- AND -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 3261 (Part-time)**

**Retail Division**

**November 1, 2020 to October 31, 2022**

## TABLE OF CONTENTS

ARTICLE 1: GENERAL PURPOSE.....	3
ARTICLE 2: RECOGNITION AND COVERAGE .....	3
ARTICLE 3: RESERVATION OF MANAGEMENT RIGHTS.....	3
ARTICLE 4: STATEMENT OF COMMITMENT.....	3
ARTICLE 5: SPECIFIC PENALTIES.....	4
ARTICLE 6: DISCRIMINATION.....	5
ARTICLE 7: SEXUAL HARASSMENT.....	5
ARTICLE 8: EMPLOYMENT EQUITY.....	5
ARTICLE 9: RELATIONSHIP .....	5
ARTICLE 10: TEMPORARY EMPLOYEES.....	6
ARTICLE 11: PROBATIONARY EMPLOYEES .....	6
ARTICLE 12: HOURS OF WORK .....	7
ARTICLE 13: LAYOFFS.....	7
ARTICLE 14: LEAVE OF ABSENCE.....	8
ARTICLE 15: PARENTAL LEAVE, PREGNANCY LEAVE, OTHER EMPLOYMENT STANDARDS ACT LEAVES, AND STATUTORY HOLIDAYS .....	9
ARTICLE 16: STRIKES AND LOCKOUTS.....	9
ARTICLE 17: UNION REPRESENTATION .....	9
ARTICLE 18: GRIEVANCE PROCEDURE.....	11
ARTICLE 19: PERSONNEL FILES .....	14
ARTICLE 20: BEREAVEMENT LEAVE.....	14
ARTICLE 21: CLOTHING.....	14
ARTICLE 22: HEALTH AND SAFETY.....	14
ARTICLE 23: ATTENDANCE.....	15
ARTICLE 24: UNION DUES .....	15
ARTICLE 25: BULLETIN BOARDS.....	16
ARTICLE 26: CORRESPONDENCE .....	16
ARTICLE 27: WAGES.....	16
ARTICLE 28: PRINTING OF COLLECTIVE AGREEMENT.....	17
ARTICLE 29: DURATION AND MODIFICATION OF AGREEMENT .....	17
APPENDIX A.....	18

## **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 employed in its Bookstores in the City of Toronto and the City of Mississauga who are regularly employed for not more than 24 hours per week, save and except supervisors, persons above the rank of supervisor and persons for whom a trade union held bargaining rights as September 3, 1999.

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

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.

### **CLARITY NOTE:**

- 2:02 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. Any Letters of Intent signed by both Parties on or after the effective date of this Agreement are by reference part of this Agreement.

## **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: STATEMENT OF COMMITMENT**

- 4.01 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 Employer and will 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 5: SPECIFIC PENALTIES**

5.01 Without restricting the Employer’s right to discharge for just cause, generally the specific penalty for the following proven 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) “Borrowing” cash, writing an “I-owe-you” for cash amounts from the register or safe, processing false refunds or voids or allowing false refunds or voids to be processed. For greater certainty, the Union and the Employer agree that such conduct shall constitute theft.
- l) 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 6: DISCRIMINATION**

6:01 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 essential duties of the job. 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 7: SEXUAL HARASSMENT**

7:01 Sexual harassment shall be considered discrimination.

7:02 For the purpose of this Collective Agreement, "sexual harassment" means:  
An unsolicited sexual advance or solicitation if (a) submission is expressly or by implication, made a term or condition of a person's right to or continuation or advancement of employment, or (b) submission or rejection is used as a basis for employment decisions affecting the person.

and/or

Unwelcome verbal, written, or physical conduct, occurring during the employment relationship, that emphasizes another person's sex or sexual orientation that creates for the employee an intimidating, hostile or offensive working environment.

7:03 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 8: EMPLOYMENT EQUITY**

8:01 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 9: RELATIONSHIP**

9:01 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.

#### **ARTICLE 10: TEMPORARY EMPLOYEES**

- 10.01 It is recognized and agreed that the Employer has a practice of employing temporary or casual employees to meet increased staffing requirements of the store(s) during Rush, seasonal periods throughout the year and may, at such times hire new employees on a limited term basis.
- 10.02 The Employer may also employ temporary employees for up to 60 days in order to replace regular employees who are absent due to illness or leave of absence. Similarly, in the event the Employer does not have adequate staffing to complete a store renovation or special project, they may hire individuals on a temporary basis to perform such work.
- 10.03 The layoff or termination of such temporary employees at the end of these periods shall be at the sole and absolute discretion of the Employer and shall not be the subject of a grievance for any reason whether or not the employee has worked sufficient time to have completed the normal probationary period.
- 10.04 If a temporary or casual 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 and the employee shall not be required to pay a second initiation fee.
- 10.05 It is understood that where the Employer does not have adequate staffing the days of and the days prior to the annual inventory, for inventory purposes they may hire individuals on a temporary basis to perform such work and such persons will not be considered part of the Bargaining Unit.
- 10.06 In no case shall such temporary employees be paid less than the “on hire” rate set out in Article 26 in effect on the days of employment.
- 10.07 The Employer shall offer such additional hours to existing members of the Bargaining Unit.

#### **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 be subject to article 17 (grievance procedure), save and except for grievances related to termination of employment.
- 11:03 At its sole discretion, the Employer may waive the requirement for a probationary period in the event that a former employee is rehired.

## ARTICLE 12: HOURS OF WORK

- 12:01 Regular hours of work for all employees covered under this Agreement shall range from a minimum of two short shifts (four or five hours) or one full shift (eight hours) to a maximum of 24 hours per week. Exceptions may be granted but are subject to approval of the Employer. The schedule will only be made for the hours the employee signs up for; all changes to the already made schedule must be approved by the Employer. This shall not constitute a guarantee of hours of work per day or week. The Employer shall post the schedule at least seven (7) days in advance.
- 12:02 For peak periods defined below, where the Employer has posted an opening for full time casual workers, interested members of the Bargaining Unit may apply to have their weekly hours increased to exceed 24 hours per week, for the specified time period, without having to leave the Bargaining Unit. The Union acknowledges that Bargaining Unit members have no right to work in excess of 24 hours per week and it is understood that for all such posted positions the selection is at the sole discretion of the Employer and cannot be grieved or submitted to arbitration on any basis as such decision falls outside of the contract jurisdiction. Nothing in this provision varies the recognition clause (Article 2) in this Agreement.

For the purposes of this article, peak periods shall be defined as a maximum of:

- five weeks during the fall back to school “Rush” period
  - one week during fall convocation
  - three weeks during the January back to school “Rush” period
  - three weeks during spring convocation
- 12:03 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 discretion of the Employer and may be changed following one weeks’ advance communication to the affected employees and the Union.
- 12:04 Should the Employer require an employee to open store premises then the Employer shall pay the employee for 15 minutes prior to store opening time to cover opening duties. Similarly, should an employee be required to close and set the alarm at a location, the Employer shall pay the employee for 15 minutes past the scheduled closing time to carry out closing duties. If the employee is required by the Employer to attend work earlier or stay at work longer, they will be paid for such additional time.
- 12:05 Employees will be paid their regular hourly rate to complete any training required by the Employer.
- 12:06 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;
  - (c) 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 shall not be interpreted as permitting unauthorized absenteeism of any duration.)

## ARTICLE 13: LAYOFFS

- 13:01 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 13.04. 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. In the event employees are placed in a non-Bargaining Unit position, they retain the right to be recalled to work in their Bargaining Unit position in accordance with Article 13.04, with the length of service in the Bargaining Unit maintained, but not increased by their employment outside of the Bargaining Unit.

13:02 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*.

13:03 An employee shall lose all rights under this contract and be deemed terminated if:

- (d) He or she quits his or her employment;
- (e) He or she is discharged for just cause;
- (f) 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;
- (g) He or she fails to return to work within three (3) days after he or she has received a notice of recall;
- (h) He or she has absented himself or herself from work for three consecutive scheduled shifts without advance approval from the Employer in writing. (Note this subparagraph (e) shall not be interpreted as permitting unauthorized absenteeism of any duration.)
- (i) While on a lay off, he or she has been offered another job and does not accept it;
- (j) He or she fails to report for work promptly at the expiration of a leave of absence, or uses an authorized leave of absence for a purpose other than that for which it was granted.

13:04

#### **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: ability; product knowledge; experience; past performance with the Employer; and skills.

- (b) Only where, in the judgement of the Employer, the skill and ability of two (2) or more employees are relatively equal, shall length of service be the governing criteria.

#### **ARTICLE 14: LEAVE OF ABSENCE**

14:01 An employee desiring a leave of absence shall submit his or her request in writing to the Vice President, Retail, 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.



- 14:02 Subject to the approval of the Vice President, Retail, 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.
- 14:03 Where a leave of absence has been approved in accordance with articles 14:01 and 14:02 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.

#### **ARTICLE 15: PARENTAL LEAVE, PREGNANCY LEAVE, OTHER EMPLOYMENT STANDARDS ACT LEAVES, AND STATUTORY HOLIDAYS**

- 15.01 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.
- 15.02 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 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 two Union stewards (and one alternate steward) from amongst the employees in the Bargaining Unit who have completed their probationary period. The Union shall have the right to designate one of these stewards as Steward at Large, to act as grievance chairperson.

The Union will notify the Employer in writing of the names of the Union Steward, Alternate Steward, and if applicable Steward at Large 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 notifying 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 such employees are engaged in customer service. If in the course of such time away from his regular duties the steward visits another department, he shall, upon entering that department, advise the supervisor of that department, or his designate, of the nature of his business.

### **Negotiating Committee**

17:03 For the purpose of negotiating a Collective Agreement the Employer will recognize the Local Union President and up to three (3) employees of the Employer as the Union's Bargaining Committee. A minimum of two of these employees shall have completed six (6) months continuous employment with the Employer, and the third shall have completed at least the period of Probation as defined in 11:01 of this Agreement. The Bargaining Committee shall be given time off during their normal working hours without pay while attending negotiation meetings with the Employer.

### **Disciplinary Interview**

17:04 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 are not available when called, or cannot be contacted, the Employer may proceed with the disciplinary interview or investigation meeting without further delay.

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 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.

17:05 Records of disciplinary action taken by the Employer shall be removed from the employee's record twenty-four (24) months after the date of such disciplinary action was recorded.

## **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 addressed 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 fifteen (15) 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 17 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. Time limits may be extended by mutual agreement in writing between the Parties hereto; however, the mandatory provisions of Article 17 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.

18:03 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.

18:04 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. If the grievance is settled at Step 2 of the grievance procedure both the Vice President, Retail and the Local Union President 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 One**

18:05 If the grievance is not adjusted by the supervisor as provided in article 17:01, 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 five (5) working days after the grievance has been presented in writing.

### **Step Two**

18:06 If the grievance is not settled at Step One, the written grievance may be referred to the Vice President, Retail by the Local Union President within five (5) working days after receiving the answer in writing. A meeting shall be arranged by the Vice President, Retail 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, Retail 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. Any employee with an allegation of discrimination, sexual harassment or workplace harassment may file a grievance commencing at Step 2.

### **Step Three**

18:07 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, Retail. Either Party may request the presence of the grievor, Union Steward, Local Union President and the CUPE National Representative, supervisor or Vice President, Retail 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**

18:08 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 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, and 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**

18:09 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, Retail 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 17:10.

## **ARBITRATION**

- 18:10 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.
- 18:11 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.
- 18:12 Each Party shall jointly and equally bear the fees and expenses of the single arbitrator.
- 18:13 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**

- 18.14 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**

- 18:15 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 Board**

- 18:16 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.
- 18:17 The decision of the arbitrator shall be final and binding upon the Parties.

## **ARTICLE 19: PERSONNEL FILES**

- 19.01 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.
- 19.02 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 20: BEREAVEMENT LEAVE**

- 20.01 In the event of the death of a spouse, child, parent, or other member of the immediate family, an employee will be granted upon request up to a maximum of five (5) consecutive days without 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.

“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.

- 20:02 If a person described in Article 19:01 dies when the employee is at work, then said employee shall be granted bereavement leave with pay for the remainder of the scheduled shift.

## **ARTICLE 21: CLOTHING**

- 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. When an employee’s clothing does not meet reasonable business standards, s/he will be requested to return home and make the necessary changes before commencing work. Employees are also expected to follow minimum hygiene requirements (i.e. to bath regularly and use deodorant).

## **ARTICLE 22: HEALTH AND SAFETY**

- 22.01 In keeping with the Employer’s commitment to maintain a safe and healthy work environment for its employees, visitors, customers, and contractors, Joint Health and Safety Committees will be maintained in accordance with the provisions of the *Occupational Health and Safety Act* as updated and modified from time to time. Committee membership shall include an employee representative of CUPE Local 3261.

## **ARTICLE 23: ATTENDANCE**

23.01 Employees are required to report promptly for their assigned shifts, (i.e. be at their work station and prepared to work at the start time of their scheduled shift), to attend work regularly, and to complete their scheduled shifts. For cashiers commencing the first shift of the day at the Koffler store, the start time will be five minutes earlier than the normally scheduled shift start time.

When unable to attend, 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 employee cannot contact his supervisor s/he must contact the Administration Office of the Koffler Bookstore.

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.

### **Physician's Certificate**

23.02 The Employer will only accept original medical certificates verified by a legally qualified and licensed medical practitioner that indicates first (1<sup>st</sup>) day of illness or injury, if known, first treatment date and the prognosis for return to work, if known. The employee may with notice to the immediate supervisor, provide a faxed copy of the medical certificate in advance of her/his return to work. The original copy of the said certificate must be provided immediately upon the employee's return to work.

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

23.03 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**

23.04 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 24: UNION DUES**

24.01 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.

- 24.02 The Employer agrees to remit to the Union such dues and initiation fees by the 20<sup>th</sup> day of the month following the month of deduction, accompanied by a list of the names of the employees from whom the deductions were made. The list will include the employees Bargaining Unit, campus location and start date as well as total wages and hours worked.
- 24.03 The Employer will provide the Union with an electronic list of Bargaining Unit employees along with store location, email and personal 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.

#### **ARTICLE 25: BULLETIN BOARDS**

- 25.01 The Employer agrees to post on bulletin boards marked Canadian Union of Public Employees, Local 3261 and supplied by the Employer for that purpose, any notices announcing Union meetings or social events subject to the following conditions:
- (a) such notices shall first require the approval of management prior to posting;
  - (b) no change will be made in any such notice, either by the Employer or the Union, after it has received the approval of management.
- 25.02 The Union will not distribute or cause or permit to be distributed on the property of the Employer, or on its behalf, any pamphlets, advertising or political matter, cards, or other kinds of literature except with the written permission of the Vice President, Retail.

#### **ARTICLE 26: CORRESPONDENCE**

- 26.01 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, 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 Avenue, 2<sup>nd</sup> floor, Toronto, Ontario, M5S 2J4. Electronic communication where possible, may also be acceptable to expedite correspondence between the Parties.
- 26.02 Any such communication given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

#### **ARTICLE 27: WAGES**

- 27.01 Effective November 1, 2020, the hourly wage rate for Part Time Retail employees will be \$14.50 per hour.

All rate changes shall be effective as of the start of the first pay period following ratification, the contract anniversary (i.e. October 31), or the date following the first year of service of an employee as the case may be. In no case will employees be paid less than the minimum wage of the Province of Ontario.



**ARTICLE 28: PRINTING OF COLLECTIVE AGREEMENT**

28.01 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.

This Collective Agreement between the Parties is the full agreement and all practices not expressly contained in this Collective Agreement remain at the sole discretion of the Employer.

**ARTICLE 29: DURATION AND MODIFICATION OF AGREEMENT**

29.01 This Agreement shall continue in effect until October 31, 2022 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.

29.02 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 at Toronto this 12<sup>th</sup> day of August 2021

FOR THE UNIVERSITY OF TORONTO  
PRESS, RETAIL DIVISION

*Lotta Lindblom*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

*[Signature]*

*AG*

*Heithy Smb...*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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: \_\_\_\_\_