

MEMORANDUM OF SETTLEMENT

BETWEEN

UNIVERSITY OF TORONTO PRESS


AND

CUPE LOCAL 3261 (Part Time Retail Unit)

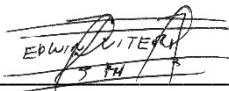
1. The parties herein agree to the terms of this memorandum as constituting full settlement of matters in dispute;
2. The parties agree that the term of the collective agreement shall be from Nov 1, 2022 to Oct 31, 2024;
3. The parties agree that the said collective agreement shall include the terms and conditions of the previous collective agreement which expired on Oct 31, 2022, and will be amended only as set out in this memorandum, as set out below;
4. The parties agree to renew all memoranda of understanding;
5. The agreement is subject to ratification by both parties;
6. The terms and conditions will be effective on the date both parties have ratified this memorandum, except as otherwise stated.

Dated this 20th day of April 2023 at Toronto, Ontario

For the Union:









For the Employer:

Lindsay Whillans

Kathryn Laub

Lotta Lindblom

Housekeeping: change all gender binary language and replace with neutral pronouns.

ARTICLE 6: **NO** 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~~ **their** 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, **record of offences, physical handicap or disability (including HIV or AIDS status)**, 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 8: EMPLOYMENT EQUITY

8:01 The Employer and the Union are committed to equal opportunity in employment for women, ~~aboriginal~~ **Indigenous** ~~p~~Peoples, ~~persons~~ **people** with disabilities, **and people who, because of their racial identity, colour, sexual orientation, or gender identity and expression, have been historically, and continue to be, disadvantaged in Canada.** ~~and persons who are because of race or colour, in a visible minority in Canada.~~

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 **shall respond to** ~~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 **and shall not be unreasonably withheld. The Employer reserves its right to deny requests on the basis of operational requirements.** Any extension of a leave of absence must also be applied for and granted in writing.

14:02 **Provided the leave will not unduly interfere with operations, and s**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 **union events.** ~~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.~~

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.

Physician's Certificate ~~Medical Notes~~

23.02 ~~The Employer will only accept original medical certificates verified by a legally qualified and licensed medical practitioner that indicates first (1st) 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.~~

An employee may, with prior warning, be required to provide a medical note from a health practitioner such as a doctor, nurse practitioner or psychologist when the employee is taking the leave because of personal illness, injury or medical emergency if it is reasonable in the circumstances.

Such notes may not be required to include information about the diagnosis or the treatment of the employee's medical condition(s). Any fee(s) charged for such notes will be reimbursed by the employer with prior approval.

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 **their** 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. **Any fee(s) charged for such examinations or associated reports will be reimbursed by the employer.**

ARTICLE 25: BULLETIN BOARDS

25.01 The Employer agrees to **provide a post 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.** 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.~~

New article: Paid Sick Days

Effective Nov 1, 2023, bargaining unit employees employed with a minimum of one year of service shall be eligible for 2 employer-paid sick days per calendar year.

It is understood that one paid sick day for Part Time employees is the equivalent of their scheduled shift on that day.

In no case will employees be eligible for less sick days than their entitlements in accordance with the *Employment Standards Act*, as it may be amended from time to time.

Amend Schedule I: Wages

- Retroactive to Nov 1, 2022:
a \$0.50 across the board hourly wage increase resulting in \$16.00 per hour
- Effective Nov 1, 2023:
a \$0.25 across the board hourly wage increase resulting in \$16.80* per hour

*Note: a \$16.55 per hour minimum wage takes effect in October 2023.

Amend Appendix 1 with the Employer's updated Statement of Commitment (Appendix 1 - attached).

Renew all memoranda of understanding with revised dates.