

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

-BETWEEN-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3261.04
(PART-TIME WAREHOUSE DIVISION)
(HEREINAFTER REFERRED TO AS THE “UNION”)**

-AND-

**THE UNIVERSITY OF TORONTO PRESS
(HEREINAFTER REFERRED TO AS THE “EMPLOYER”)**

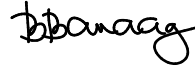
1. The members of the parties’ respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.
2. The term of the renewal collective agreement shall be from November 1, 2024 to October 31, 2029.
3. The parties herein agree that the terms of renewal Collective Agreement shall include the terms of the previous Collective Agreement, which expired on October 31, 2024, and all attached agreed-upon amendments.
4. The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except where retroactivity is expressly provided for.
5. Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
6. All attached items numbered 1 to __22__ are incorporated.

FOR THE EMPLOYER



Kathryn Laub

FOR THE UNION



ARTICLE 2: RECOGNITION AND COVERAGE

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~~ any reference to a gender refers to all genders.

ARTICLE 6: WORKPLACE VIOLENCE & HARASSMENT

6.04 Prior to any investigation of workplace violence, harassment, or sexual harassment, employees shall be advised they have the right to be accompanied by a Union Representative.

ARTICLE 8: RELATIONSHIP

~~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.~~

8.02 The Employer agrees that the Local Union President and/or Union Steward shall be given the opportunity of interviewing each new employee once, following completion of sixty (60) working days of employment and no later than ninety (90) working days of employment, for the purpose of acquainting new employees of the Union. A maximum of sixty (60) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee. The Employer will set the date, time and location for these meetings with reasonable notice given to the union.

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. **This includes but is not limited to “Special Projects,” or other 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~~ **three (3) calendar months** 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.

In these circumstances, the Employer agrees to notify the Local Union immediately upon hire, but no later than their start date, of any such temporary or casual employee, including the name, date of hire, hours worked, duration of such employee(s), and description of work to be performed.

The Employer shall request the Union’s agreement in the event they wish to extend such temporary or casual employees beyond three (3) calendar months. Such requests shall be confirmed with written notification to the employee and the Union.

ARTICLE 13: HOURS OF WORK AND OVERTIME

- 13.01 Regular hours of work for all employees covered under this agreement shall ~~range from be~~ 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.
- 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, or convert to the Full-Time Collective Agreement in accordance with Article 13.11.
- ~~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.~~
- 13.08 All employees shall receive time and one-half (1½) their regular straight time rate of pay for authorized hours worked in excess of ten (10) hours per day.

Hours Distribution and Training Opportunities

13.09 Available hours shall be offered to employees in accordance with their skills and abilities. Where skills and abilities are relatively equal, length of service shall be the deciding factor.

13.10 Where the Employer decides to provide opportunities for the cross-training of employees (the training of employees to work in multiple departments) such opportunities shall be offered to employees in accordance with employees skills and abilities. Where skills and abilities are relatively equal, length of service shall be the deciding factor.

Conversion to Full-Time

13.11 The Employer shall offer employees of this Bargaining Unit a position in the CUPE 3261 Full-Time Bargaining Unit of the Employer where the following conditions are met:

- i. The employee has been a member of the Bargaining Unit for a period of at least twelve (12) consecutive months.**
- ii. The employee has worked at least 1,850 hours in the bargaining unit in the previous twelve (12) consecutive months as calculated on any of the following dates: February 1st, May 1st, August 1st, November 1st. Note: Paid holidays, vacation, and sick days, as well as overtime shall not count as hours worked for the purposes of this calculation.**
- iii. The Union provides written notice to the Employer, signed by the employee, that the employee wishes to convert to the Full-Time Unit. Such notice shall be provided no later than one (1) month following the employee becoming eligible per (ii).**

The Employer shall offer the position to the employee no later than one month from receipt of the notice from the Union. The Employee must agree to the offer within one week of receiving it. The position offered shall be a permanent, full time position for which the employee is qualified, or shall be reasonably expected to become qualified for.

Initial Implementation

This Article shall come into effect on October 1, 2026. All hours worked since October 1, 2025 shall be considered. For the year 2026 only, the conversion date per Article 13.11(ii) shall be October 1st. Beginning 2027 it shall be per Article 13.11(ii) (February 1st 2027, May 1st 2027, etc).

ARTICLE 15: LEAVES OF ABSENCE

15.01 An employee desiring a leave of absence shall submit their request in writing to the division Vice President, or designate, setting out therein the purpose and period of the leave. The Employer shall respond to 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.

The Employer and the Union agree that it is the nature of part-time employment that employees need not have the same availability expected of full-time employees. To this end the Employer may approve combined vacation and leaves of absence of at least three (3) weeks each year for employees with less than five (5) years of service and four (4) weeks each year for employees with five (5) or more years of service.

For clarity, nothing in the above paragraph shall be construed as a maximum amount of vacation or leave that the employer may approve per year. Furthermore, the Employer reserves its right to deny requests on the basis of operational requirements.

Paid Sick Days

15.05 ~~Effective November 1, 2022, Part Time Warehouse Attendants will be eligible for 2 employer-paid sick days per calendar, provided they have been employed at the Press for a minimum of one calendar year.~~

Six (6) months following an employee's date of hire they shall be entitled to two (2) paid sick days. These days must be used before the completion of twelve (12) months continuous service and do not carry over.

Twelve (12) months following an employee's date of hire, and on each subsequent anniversary of an employee's date of hire, employees shall be entitled to three (3) days of paid sick leave per year, which shall not be carried over from year to year.

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

15.06 The Employer shall grant an unpaid leave of absence for one (1) Union Representative elected or selected by the Union, at the employee's regular wage rate for up to four (4) hours per week to conduct business of the Union.

For clarity, this leave will be available to only (1) member at a time from any CUPE Local 3261 Bargaining Unit of the Employer.

15.07 With at least one month's notice to the Employer, Union Stewards shall be granted unpaid leave of absence for one (1) day every two (2) months or one (1) half-day each month to conduct business of the Union.

ARTICLE 17: UNION REPRESENTATION

Stewards

17.02 The Employer acknowledges the right of the Union to appoint or otherwise select **one up to four (4) Union stewards, 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 their supervisor on returning to work. At no time shall a steward interrupt employees while they are engaged in performance of their duties.

Union Releases

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 their discharge, suspension, written warning or need for performance improvement, or their required attendance at a meeting conducted as part of an investigation that is likely to lead to the employee's **discipline**, suspension or discharge, will be informed of their 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.

The Employer will endeavour to render discipline within fifteen (15) working days of the alleged misconduct or within fifteen (15) days when the Employer is made aware of such alleged offense.

- 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

Change grievance and arbitration procedure (18.01 - 18.19) to be the same as FT unit grievance and arbitration procedures (FT CA 14.01 - 14.08 and 15.01 - 15.08) with the following exceptions:

- **Increase timelines to both take up a grievance or put it in writing (14.01 of FT CA) from ten (10) working days to fifteen (15) working days;**
- **Increase timelines to file discharge grievance (14.07 in FT CA) from five (5) working days to fifteen (15) working days.**

ARTICLE 20: BEREAVEMENT LEAVE

20.01 In the event of the death of an spouse, child, or parent, immediate family member as defined in Article 20.03, employees shall be entitled to the following leave:

- i. 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.
- ii. 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 (5) 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 20.04~~3~~ 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, spouse (including spouse through marriage, common-law spouse, or same sex partner), Brother, Sister, sibling (including stepsibling and in-law), Father-in-Law, Mother-in-Law, parent (including stepparent and in-law), Sister-in-Law, Brother-in-Law, Grandparent, Grandchild, grandparent, grandchild, and Son-in-Law, and Daughter-in-Law child (including stepchild, and in-law).

ARTICLE 21: CLOTHING

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, t~~The Employer will reimburse employees for the cost of safety shoes or boots up to a maximum of ~~one hundred (\$100.00)~~ one hundred and twenty-five (125) 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 ~~\$1000~~ one hundred and twenty-five (125) dollars the balance up to two hundred and fifty (250) dollars may be claimed after eighteen (18) months from date of hire. Existing employees may claim reimbursement based on the period of time elapsed from the date of their last claim.

ARTICLE 25: UNION DUES

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 an electronic 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. The list will include employee address and telephone numbers, employee number, and position, along with personal and work email addresses.

~~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) upon request of the Union no less than three weeks in advance of the date it is required.~~

ARTICLE 30: WAGES

30.01 ~~Effective at the start of the first pay period following Retroactive to~~ November 1, ~~2021~~ **2024** the hourly wage rate for the Part Time Warehouse Attendant will be ~~\$15.30~~ **\$17.72** per hour.

Effective ~~October 1, 2023~~ **November 1, 2025** the hourly wage rate for the Part Time Warehouse Attendant will be ~~15.60~~ **\$18.25** per hour.

Effective November 1, ~~2023~~ **2026** the hourly wage rate for the Part Time Warehouse Attendant will be ~~\$15.90~~ **\$18.79** per hour.

Effective November 1, 2027 the hourly wage rate for the Part Time Warehouse Attendant will be \$19.36

Effective November 1, 2028 the hourly wage rate for the Part Time Warehouse Attendant will be \$19.94.

Effective November 1, 2028, no employee shall make less than sixty cents (\$0.60) above the Ontario minimum wage.

Equal Pay for Equal Work Provisions

30.02 **When an employee has been assigned to work in a job of a higher classification in any CUPE 3261 Bargaining Unit of the employer, the employee shall be paid at the appropriate rate for all hours worked on that assignment after having worked at least one (1) hour, including the first hour.**

30.03 The Part Time Lead Hand Warehouse Attendant will be paid at the same hourly rate as the Full Time Lead Hand Warehouse Attendant. ~~Effective November 1, 2021 May 1, 2024, the hourly wage rate for the Part Time Lead Hand Warehouse Attendant will be \$22.07.~~

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.

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 at the Full-Time Lead Hand rate of pay.

30.04 The Part Time Forklift Driver will be paid at the same hourly rate as the Full Time Warehouse Attendant I in accordance with Memorandum of Understanding: Part-Time Fork Lift Drivers.

ARTICLE 32: DURATION AND MODIFICATION OF AGREEMENT

32.01 This Agreement shall continue in effect until ~~October 31, 2024~~ October 31, 2029 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.

APPENDIX A: UNIVERSITY OF TORONTO PRESS STATEMENT OF COMMITMENT

Renew.

MEMORANDUM OF UNDERSTANDING: ELECTRONIC TRANSFER OF WAGES

Renew.

MEMORANDUM OF UNDERSTANDING: PART-TIME FORKLIFT DRIVERS

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 **and notice sent to the Local Union. Existing bargaining unit employees shall be given priority for any such vacancies.**

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~~ **be trained and certified** prior to ~~fulfilling the duties of~~ **selection for** the position.

Employees in the Bargaining Unit who pay for their own certification/training and are a successful applicant to the position shall be reimbursed for the cost upon presentation of signed receipt up to a maximum of four hundred dollars (\$400.00).

Where ~~such an~~ **trained** employee has been assigned to the fork lift driver position, ~~for no less than a full shift,~~ such employee will 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.

MEMORANDUM OF UNDERSTANDING: PART-TIME HOURS AND CONVERSIONS TO FULL-TIME BARGAINING UNIT

During the 2025-2026 round of negotiations the Union expressed concern surrounding the use of Part-Time employees working Full-Time hours in potential violation of Articles 2 (Recognition and Coverage) and 13 (Hours of Work). In order to clarify language and process, the parties agreed upon changes in Article 13 including the addition of Article 13:11 (Conversions to Full-Time) which would provide a pathway for employees to Full-Time Unit status. The Union also expressed concern about the potential assignment of hours allowing for some employees but not others to convert.

This letter is to confirm the employer will distribute available part-time hours in accordance with the Collective Agreement and new Article 13:09 (Hours Distribution and Training Opportunities). For clarity, while the employer has the right to determine the work required and its operational needs, the employer will not make any targeted or specific work assignments to ensure or prevent conversion and will operate in good faith and consistent with the Collective Agreement in its assignment of part-time hours.