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COLLECTIVE AGREEMENT

- BETWEEN -

UNIVERSITY OF TORONTO PRESS INCORPORATED

- AND -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3261**

May 1, 2001 to April 30, 2003

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OFFICE OF
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COLLECTIVE BARGAINING
INFORMATION

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MEMORANDUM OF AGREEMENT ENTERED INTO at the City of Toronto, in the
Province of Ontario as of this day of 2001

between:

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

and

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

GENERAL PURPOSE

- 1:01** The Purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union.

RECOGNITION AND COVERAGE

- 2:01** The Employer recognizes the Canadian Union of Public Employees, Local 3261, as the sole and exclusive bargaining agent for all employees of the Employer, save and except forepersons, persons above the rank of foreperson, office and clerical staff, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period, and persons for whom any other trade union holds bargaining rights as of December 21, 1987.

CLARITY NOTES

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

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

- 2:02** The word "employee" or "employees" used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above except where the context otherwise provides.

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

RESERVATION OF MANAGEMENT RIGHTS

- 3:01** The Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency
- b) hire, discharge, classify, transfer, promote, layoff, suspend or otherwise discipline employees;
- c) establish and enforce rules and regulations, policies and procedures, not inconsistent with the provisions of this Agreement, governing the conduct of the employee, and
- d) generally to manage and operate the University of Toronto Press Incorporated.

- 3:02** The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and in such a way as to promote a harmonious relationship with the employees.

DISCRIMINATION

- 4:01** The Employer shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights, or with respect to terms or conditions of employment on any basis covered by the Ontario Human Rights Code, including race, creed, colour, age, sex, marital status, religion, nationality, ancestry or place of origin, political affiliation, sexual orientation, place of residence, physical handicap or disability, providing that such handicap or disability does not clearly prevent the carrying out of the required duties. Any person covered by this Agreement who feels that he/she has suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

SEXUAL HARASSMENT

- 4:02** Sexual harassment shall be considered discrimination.

- 4:03** 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.

- 4:04** In the event that a grievance alleging sexual harassment is filed, where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step.

EMPLOYMENT EQUITY

- 5:01** The Press and the Union are committed to equal opportunity in employment for women, aboriginal peoples, persons with disabilities and persons who are because of race or colour, in a visible minority in Canada.

RELATIONSHIP

- 6:01** It is agreed that there shall be no solicitation of members, collection of dues or other Union activities, on the premises of the Employer's premises/time during working hours except as permitted by this Agreement.
- 6:02** The Employer agrees that the Local Union President or designate shall be given the opportunity of interviewing each new employee once, on completion of sixty (60) working days of employment, for the purpose of informing such employee of the existence of the Union at the Press. Where there are a number of employees to be interviewed, it is agreed that it shall be done on a group basis. The President will be notified of the names and classifications of all newly hired full-time employees within the bargaining unit. The Employer shall advise the Union from time to time as to the names of the persons to be interviewed, and the time and place for such interview, the duration of which shall be reasonable but not more than thirty (30) minutes.
- 6:03 Steward at Large**
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 the Steward at Large. The following articles shall be exceptions to this item:
Article 10:01 - Local Union President
Article 10:03 - Negotiating Committee
Article 17:07 - Full-time Officer of the Union

UNION SECURITY AND CHECK OFF

- 7:01** It is agreed that the employees who are now or hereinafter become members of the Union shall maintain their membership in the Union during the term of this Agreement.

Union Initiation Fee

- 7:02** It is agreed as a condition of employment that each employee shall deliver to the Employer a properly authenticated membership application card signed by the employee. The Employer will then deduct from the first pay of such employee earned by him following thirty (30) working days, an amount equivalent to the Union initiation fee. The amount of such initiation fee shall be certified to the Employer by the Secretary-Treasurer of the Union.

Union Dues

- 7:03** The Employer will deduct from the first pay due each new employee following thirty (30) working days, and all employees in each calendar month during the term of the Agreement an amount equivalent to the Union dues as are uniformly levied upon all members of the Union in accordance with its Constitution and By-Laws. The amount of such dues shall be certified to the Employer by the Secretary-Treasurer of the Union. Changes to the union dues or initiation fee calculation will be communicated to the Employer in writing no less than 30 days in advance of the effective date.
- 7:04** The amounts deducted in accordance with paragraphs 7:02 and 7:03 shall be remitted by cheque to the Union by the tenth of the month following the month for which the deduction is made.

- 7:05 The Employer will, at the time of making such remittance hereunder to the Union, furnish it with a statement showing the names, amount of dues paid, regular wages earned, overtime wages earned, and shift hours earned of the employees from whose pay such deductions have been made.

LIMITED TERMS OF EMPLOYMENT

- 8:01 Temporary employees employed up to one hundred and twenty (120) working days shall be covered by the Collective Agreement, except the following provisions of the Agreement shall not apply: Seniority Articles 16:01 to 16:08 inclusive; Leave of Absence Articles 17:01 to 17:09 inclusive; Distribution of Overtime Article 18:07; Vacation with Pay Articles 20:01 to 20:04; Sick Leave Articles 21:01 to 21:14 inclusive; Bereavement Leave Article 22:01; Paid Personal Leave of Absence Article 23:01; Jury Duty or Crown Witness Service Article 25:01; Limitation on Applications Article 27:04; Technological Change Article 30:01; Job Security 31:01; Benefit Plans Articles 37:01 to 37:07 inclusive; Clothing Article 38:01; Safety Shoes or Boot Allowance Article 39:01; and Joint Membership Plan Letter of Intent.

Temporary Employees

- 8:02 The Employer may employ temporary employees in order to replace regular employees who are absent due to illness or leave of absence. Upon commencement of employment, the Employer will notify the Union of the name, the date of hire, classification, and employing department of the aforementioned employees.

Where the term of employment exceeds one-hundred-and-twenty (120) working days, the employee shall acquire seniority from the original date of hire and shall be entitled to all the provisions of the Collective Agreement save and except Article 16:06 (Layoffs).

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

STRIKES AND LOCKOUTS

- 9:01 The Union agrees and undertakes that there will be no strikes, as defined in the Labour Relations Act and the Employer agrees and undertakes that there will be no lockout as defined in the Labour Relations Act during the term of this Agreement.

UNION REPRESENTATION

Local Union President

- 10:01 The Employer agrees that there also shall be one Union President for Local 3261, who may be elected or appointed from within the bargaining unit.

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

Union Representation

- 10:02 The Employer acknowledges the right of the Union to appoint or otherwise select Union Stewards as follows:

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

The Union shall have the right to appoint or select one (1) Steward at Large to act as Grievance Chairman.

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

Negotiating Committee

- 10:03 For the purpose of negotiating a Collective Agreement pursuant to Article 41:02 the Employer will recognize the Local Union President and up to four (4) employees of the Employer as the Union's Bargaining Committee. The Bargaining Committee shall be given time off during their normal working hours without pay while attending negotiation meetings with the Employer. Any member of the Bargaining Committee who normally works on the afternoon or night shift will be given time off without pay to attend negotiation meetings with the Employer. Employee members of the Bargaining Committee shall be comprised of representatives of a minimum of two Divisions, provided that no more than one representative is chosen from a Division with fewer than ten (10) employees.
- 10:04 The Union acknowledges that the Union Stewards and the Steward at Large have duties to perform on behalf of the Employer, and the Stewards or Steward at Large will not absent themselves from such duties unreasonably in order to attend to the grievances of employees. In consideration of this acknowledgment and undertaking, the Employer will compensate Stewards and the Steward at Large for time spent in handling grievances of employees. Such compensation shall not extend beyond normal working hours, except where the Steward or Steward at Large has been authorized by the Employer to deal with a matter which would require performance beyond the normal working hours. It is agreed that overtime rates will not be paid in such instances.
- 10:05 Stewards and/or the Steward at Large will be required to request leave from their supervisors before leaving their place of work and to report back to the supervisor on returning to work.

DISCIPLINARY INTERVIEW

- 11:01 Where an employee is summoned to the supervisor's office for an interview concerning discipline, the supervisor will inform the employee of his/her right to have his/her Union

Steward present prior to discussing the matter with the employee. The employee may, if he/she so desires, request the presence of his/her Union Steward to represent him/her during the interview. If the employee requests representation by his/her Union Steward, the supervisor will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned. Whether called or not, the Union Steward will be advised in writing within one-(1) working day (24 hours) of the facts of the disciplinary action and the reason therefor.

- 11:02** Any record of a disciplinary action taken by the Employer shall be removed from the employee's record two (2) years after the date of such disciplinary action being recorded.

SUSPENSION OR DISCHARGE

- 12:01** An employee who has been suspended or discharged shall be advised in writing of the reason therefor. Whether called or not, the Steward or Steward at Large will be advised in writing within one (1) working day (24 hours) of the fact of suspension or discharge and the reason therefor.

GRIEVANCE PROCEDURE

- 13:01** An employee having a grievance, or one designated member of a group having a grievance, will first take up the grievance within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance with his/her supervisor, who will attempt to adjust it. In the event the supervisor is not able to adjust the grievance, he/she will arrange to send for the Union Steward without undue delay and without further discussion of the grievance.
- 13:02** Time limits set forth in the Grievance or Arbitration procedures may be extended by mutual agreement in writing between the parties hereto. Saturdays, Sundays and paid holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration procedures.

Step One

- 13:03** The Union Steward and the employee will attempt to adjust the grievance with the supervisor before it is given to the supervisor in writing.
- 13:04** If the grievance is not adjusted by the supervisor, 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

- 13:05** If the grievance is not settled at Step One, the written grievance may be referred to the proper Designated Authority* at the location where the grievor is employed, by the Local Union President within five (5) working days after receiving the answer in writing. A meeting shall be arranged by the Designated Authority within three (3) working days of receiving the grievance.

Either party may request the presence of the grievor and the Union Steward at the meeting. The Designated Authority shall give his/her answer in writing to the Local Union President without undue delay but not later than five (5) working days after the said meeting.

* Designated Authority (see Schedule X)

Step Three

13:06 If the grievance is not settled at Step Two, a written grievance may be referred to the Senior Vice President, Administration or his/her designate by the Local Union President within five (5) working days of receiving an answer in writing from the Designated Authority. Either party may request the presence of the grievor, Union Steward, Local Union President and the CUPE National Representative, supervisor or Designated Authority to attend the meeting to present evidence or give assistance in the settlement of the grievance. A meeting shall be arranged by the Senior Vice President, Administration 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 Senior Vice President, Administration 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

13:07 A grievance of the Employer, or a policy or group grievance of the Union, which is distinguished from an individual employee's grievance, must be sent by registered mail or be personally delivered to the Senior Vice President, Administration, or his/her designate or to the Local Union President, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The parties shall meet to discuss any such grievance within ten (10) working days, then either party may notify the other party in writing within a further period of five (5) working days, that it intends to proceed to arbitration. Such notification shall contain details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought from an arbitration board.

Discharge Grievance

13:08 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 Senior Vice President, Administration or his/her designate, within five (5) working days after the discharge. The Senior Vice President, Administration or his/her designate shall meet with the Local Union President and the grievor within five (5) working days of receipt of the grievance. Either party may request the presence of the grievor, Union Steward, Local Union President and the CUPE National Representative, supervisor or Designated Authority to attend the meeting to present evidence or give assistance in the settlement of the grievance. If the grievance is not settled at this meeting, then either party may notify the other in writing within a further period of five (5) working days after the date of the meeting that it intends to proceed to arbitration as hereinbefore set out.

ARBITRATION

14:01 If the grievance is not settled after having been duly and properly processed in accordance with the Grievance Procedure, then either party may notify the other within a further period of ten

(10) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitration board and the name and address of the party's nominee to the proposed arbitration board.

- 14:02** The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of the party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice.
- 14:03** The two nominees appointed shall attempt to select a chairman for the board, but if they are unable to agree upon the selection within a period of ten (10) working days after the appointment of the second nominee, either of the nominees shall then have the right to request the Office of Arbitration to appoint a chairman for the arbitration board. Notwithstanding the foregoing, on agreement between the parties, a single Arbitrator may be substituted for the arbitration board set out herein. In which case the President of the Union and the Senior Vice President, Administration or their designates shall within five (5) days select an impartial arbitrator.
- 14:04** Each party shall bear the expenses of its own nominee to an arbitration board and the parties shall jointly and equally bear the fees and expenses of the chairman, or of a single arbitrator.
- 14:05** No grievance may be submitted to a board of arbitration or be dealt with by a board unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.
- 14:06** Time limits established in the foregoing articles may be changed by mutual consent of the parties.

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

- 14:07** In the event a board of arbitration properly deals with a matter relating to discharge or other disciplinary action, then the board has the authority to reinstate the employee with or without compensation for wages and any other benefits lost or to make any other award it may deem just in the event that there has been a violation of this Agreement by the Employer.

Authority of the Board

- 14:08** Any board of arbitration 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 arbitration board shall be strictly confined to dealing with the issue in dispute between the parties.
- 14:09** The decision of the board of arbitration shall be final and binding upon the parties. The decision shall be unanimous or one reached by a majority of the members of the board; provided, however, that if there is no majority decision of the board, then the decision of the chairman shall constitute final and binding decision of the board.

PROBATIONARY EMPLOYEES

15:01 New employees will be considered as probationary employees until after they have worked for a total of sixty (60) working days, from the date of last hire by the Employer. The Employer may discharge an employee at any time during the probationary period, without cause and at the sole discretion of the Employer.

In the event an employee is discharged he/she shall be entitled to submit a grievance under section 13:08 of the Collective Agreement.

SENIORITY

16:01 An employee will be considered on probation and will not acquire seniority until after he/she has worked for a total of sixty (60) working days for the Employer, when his/her seniority shall commence from the date of last hire.

Seniority List

16:02 The University of Toronto Press Incorporated shall maintain a seniority list for all members of the bargaining unit. The Seniority list showing the names, classifications and seniority of all bargaining unit employees shall be forwarded by the employer to the president of the local on or about June 1 of each year.

Loss of Seniority

16:03 An employee shall lose all seniority if the employee:

- a) voluntarily quits the employ of the Press, or accepts a position within the Press but outside of the bargaining unit;
- b) is justifiably discharged;
- c) has been laid off, and has not been recalled, for more than twelve (12) consecutive months;
- d) following a layoff, fails to advise the Employer within five (5) working days of receipt of notice to return to work of his/her intention to return or fails to report for work on the date and at the time specified in the notice;
- e) accepts a position outside of the bargaining unit, for a period of more than one-hundred and twenty (120) calendar days. For periods of less than 120 calendar days an employee may return to his/her former position with their seniority re-instated to the date of leaving the bargaining unit position; and
- f) is absent from work for five (5) consecutive working days without notifying the Employer; or providing a reasonable explanation for such absence, in which case he/she shall be deemed to have resigned his/her employment with the Employer.

- g) When an employee has been absent from work for a period of two (2) years after exhaustion of his/her sick leave entitlements as set out in Article 21:03, or due to injury covered by the Workplace Safety and Insurance Act, his/her seniority shall be broken and he/she may be terminated.

Change of Address

- 16:04** It shall be the duty of the employee to notify the Employer promptly of any change of his/her address or telephone number. If any employee should fail to do so, the Employer will not be responsible for failure of any communication to reach the employee.

Layoffs

- 16:05** In the event of a layoff, the Employer agrees that employees shall be laid off in the reverse order of their seniority. The employees shall be recalled to work in order of their seniority.
- 16:06** Any employee who is laid off may displace an employee with less seniority in the same classification or a lower classification wherein it is determined that he/she is qualified and capable of performing the duties of that classification.
- 16:07** In determining the ability of an employee to perform work in a classification covered by the terms of the Agreement, the Employer will consider the qualifications and the ability of the employee to perform the normal requirements of the job satisfactorily. Where the qualifications are relatively equal between the employees affected, seniority shall be the governing factor.
- 16:08** An employee recalled to work in a different Department or a different classification from which he/she was laid off shall have the privilege of returning to the position he/she held prior to the layoff should it become vacant.
- 16:09** Employees on layoff are entitled to apply for any job vacancies arising out of a job posting.
- 16:10** Subject to article 16.03 (g) an employee who has been discontinued from long term disability benefits, and is certified medically fit to return to work in a classification other than the classification in which he/she was employed immediately prior to receiving long term disability benefits, may exercise his/her seniority and displace an employee in an equivalent or lower classification once only, providing the following qualifications are met:
1. the employee must have exhausted all sick leave credits prior to exercising his/her seniority;
 2. the employee must be certified as being medically fit to perform all of the duties within the classification of the employee being displaced.
 3. the employer deems that the employee is qualified to perform the job, or can be trained to do so within a reasonable period of time.

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

Temporary Layoff Notice

- 16:12** The Employer shall notify the employee who is to be laid off five (5) working days before the layoff is to be effective. If the employee to be laid off has not had the opportunity to work five (5) full working days after notice of layoff, he/she shall be paid in lieu of that part of five (5) days during which work was not available.

Termination Layoff Notice

- 16:13** The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:

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

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

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

LEAVE OF ABSENCE

General

- 17:01** Subject to the written approval of the Designated Authority only, an employee may be granted a leave of absence without pay because of personal illness or for valid personal reasons. All applications for leave of absence must be made in writing and submitted to the Designated Authority. Any extension of a leave of absence must also be applied for and granted in writing.

Pregnancy Leave

- 17:02** Pregnancy leave of absence must be applied for and granted in writing. An employee who will have completed thirteen (13) weeks of employment with the Press prior to the probable date of delivery and presents to the Designated Authority a doctor's certificate stating that she is pregnant and the probable date of delivery, is entitled to a pregnancy leave of absence of at least seventeen (17) weeks.

Pregnancy leave of absence shall commence at the employee's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of two (2) week notice being given to the Press. If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the Press written notice of the date the pregnancy (e.g. if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth.

An employee must give two (2) weeks notice of any change of the commencement of the pregnancy leave. A pregnancy leave will normally end seventeen (17) weeks after the pregnancy leave begins, but if the mother suffers a stillbirth or miscarriage or if the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six (6) weeks after the pregnancy leave commenced, whichever is later.

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

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

Parental Leave

17:03 An employee who is a parent of a child and who has been employed with the Press for at least 13 weeks is entitled to unpaid parental leave in accordance with the Employment Standards Act, following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Both parents are eligible to take unpaid leave in accordance with the Employment Standards Act.

For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of the parent. For fathers and adoptive parents, parental leave must commence within thirty-five (35) weeks after the birth or after the child first comes into the custody, care, and control of a parent. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parents of the child and who intends to treat the child as his/her own. This also applies to same sex couples.

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

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

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

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

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

- 17:04** The Press's administration of articles 17:02 and 17:03 will be consistent with government regulation and shall not be less than the provisions of the Employment Standards Act.

Conventions and Seminars

- 17:05** Subject to the approval of the Designated Authority and upon written request at least ten (10) working days in advance, leave of absence without pay or loss of seniority shall be granted to not more than two (2) employees at any one time, who may be elected or selected by Local 3261 to attend any authorized Labour Convention or Educational Seminar. Such leave of absence is to be confined to the actual duration of the Labour Convention or Educational Seminar and the necessary traveling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

Full-time Officer of the Union

- 17:06** (a) Where an employee is elected or selected to a full-time office within the Union, he/she may request a leave of absence at least ten (10) working days in advance in writing from the Designated Authority, and he/she shall be granted leave of absence. Such leave shall be renewed each year, on request, during the employee's term of office. On the expiration of his/her term of office and upon written request to the Designated Authority, which must be submitted at least ten (10) working days prior to said termination, the member shall be returned to his/her former position. The above-described leave of absence shall be limited to one (1) employee at any one time during the term of this Agreement.

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

Employer Discontinues Contributions to Welfare Benefits

- 17:07** (a) Where an employee has been granted leave of absence without pay in accordance with and pursuant to Articles:

(17:01) Leave for valid personal reasons;
(17:06) Full-time Officer of the Union

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

The University of Toronto Pension Plan;
University of Toronto Group Life and Survivor Income Plan;
University of Toronto Long Term Disability Plan;
University of Toronto Dental Care Plan;
University of Toronto Extended Health Care Plan;
University of Toronto Semi-Private Hospital Accommodation Plan, and
University of Toronto Joint Membership Plan

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

Employee May Continue Contributions

17:08 (a) The employee on leave subject to article 17.01 may make provisions for continuance of coverage of whatever welfare benefits programs in which he/she was enrolled prior to said leave of absence being granted, by making direct payment to the Human Resources Department of the Press. All premiums must be paid in advance and in accordance with the rules established by the Human Resources Department.

(b) Where an employee is elected or selected to a full-time office within the Union and is granted a leave of absence in accordance with Article 17:06 the Union may make arrangements for the continuation of welfare benefits programs on the employee's behalf by making direct payment to the supervisor of the Human Resources Department of the Press.

(c) Notwithstanding the above, the Union will reimburse the Employer for the cost of benefits commensurate with the new rate of pay established for the Local Union officer in the local union's by-laws. The Union agrees to reimburse the Employer for any and all additional costs incurred by the Employer as a direct result of providing benefits at the higher rate of pay.

Seniority During Leave of Absence

17:09 Employees who have been granted leave of absence shall retain seniority acquired until said leave of absence commences. The employee shall not continue to acquire seniority while on leave of absence where an employee has been granted sixty (60) working days or more leave of absence for valid personal reasons in accordance with and pursuant to Article 17:01 of the Agreement.

This provision is not applicable to employees granted leave of absence under Article 17:06 in that seniority shall continue for the full period of the aforementioned leave.

HOURS OF WORK AND OVERTIME

- 18:01** Regular hours of work for all North York location classifications covered by this Agreement shall be eight (8) hours per day, forty (40) hours per week. All hours worked beyond eight (8) hours per day and/or forty (40) hours per week shall be paid at time-and-one-half (1 1/2) of the regular hourly rate. This shall not constitute a guarantee of hours of work per day or week.
- 18:02** Regular hours of work for all Bookstore location classifications covered under section 2:01 of this Agreement, shall be seven-and-one-half (7 1/2) hours per day, thirty-seven-and-one-half (37 1/2) hours per week. All hours worked beyond seven-and-one-half (7 1/2) hours per day, and/or thirty-seven-and-one-half (37 1/2) hours per week shall be paid at time-and-one-half (1 1/2) of the regular hourly rate. This shall not constitute a guarantee of hours of work per day or week.
- 18:03** Employees employed in classifications which are set out in Articles 18:01 or 18:02 and who work less than the hours of work per day or per week as specified in Article 18:01 or 18:02 shall be entitled to be paid overtime at the rate of time-and-one-half (1 1/2) of their regular hourly rate for all hours worked in excess of their regular scheduled hours of work per day or per week. This provision shall not apply where an employee has received a minimum of twenty-four (24) hours of notice of a change in hours of work per day or per week.

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

Call Back

- 18:06** Employees who are called back to work after completing their regular shift and who had left their place of work, will receive a minimum of four (4) hours at the rate of time-and-one-half (1 1/2) of the regular hourly rate or the appropriate overtime rate for all hours worked, whichever is the greater. This clause shall not be applicable where an employee is instructed to report early for a regular shift.

Overtime Distribution

- 18:07** Overtime distribution shall be governed by the work jurisdiction of the foreman or supervisor of the group of employees being considered.

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

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

Rest Periods

- 18:08** All employees will be permitted a fifteen minute rest period both in the first half of the shift and in the second half of the shift.

Shift Premiums

- 18:09** All employees shall be paid a shift premium of forty-five (\$0.45) cents per hour for all hours worked on the afternoon shift where the majority of hours worked fall between 4 p.m. and 11:59 p.m. (midnight).
- 18:10** All employees shall be paid a shift premium of fifty-five (\$0.55) cents per hour for all hours worked on the night shift where the majority of hours worked fall between 12:00 a.m. (midnight) and 8:00 a.m.

No Pyramiding

- 18:11** Premium payments shall not be duplicated under any of the terms of this Agreement. If premium payments are provided under two or more provisions of this Agreement, then payment shall be made under the single provision which provides the highest rate of pay.

Meal Allowance

- 18:12** Employees required to work an extra continuous shift as overtime will be supplied with two (2) free meals, the value to be not more than \$9.00 per meal, or the equivalent amount in cash, in addition to overtime rates paid. If an employee is required to work overtime three (3) hours or more immediately following the employee's regular shift, he/she will be supplied with one (1) free meal, the value to be not more than \$9.00 per meal or the equivalent amount in cash, in addition to overtime rates paid.

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

PAID HOLIDAYS

- 19:01** All employees covered by this Agreement shall be granted the following paid holidays with pay at the employee's regular rate of pay for his/her normal number of working hours. Normal number of working hours are determined by calculating the employee's total annual hours worked on regular scheduled shifts and dividing by two hundred and sixty (260) days.

New Year's Day
Good Friday
Victoria Day
Canada Day
Labour Day
Civic Holiday

Thanksgiving Day
Christmas Day
Boxing Day
Day before Christmas Day
Day before New Year's Day

All employees required to work on any of the above paid holidays will receive pay for time worked on such holidays at one-and-one-half (1 1/2) times their regular rate in addition to the regular paid holiday pay.

19:02 Entitlement to paid holiday pay is subject to the following conditions. The employee must have:

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

19:03 The Employer shall designate the day of observance of paid holidays in the aforementioned Article 19:01. Notice shall be sent to the Union by the Employer within a reasonable time period prior to the date of observance of the paid holiday or paid holidays.

19:04 Subject to the approval of the Designated Authority, and provided these days are compensated at regular rates of pay, an employee can substitute the following holidays (as per 19:01) if their religious beliefs require them to be absent from work on days other than the holidays provided:

Day before Christmas Day
Day before New Year's Day

VACATION WITH PAY

20:01 Vacations will, as far as practicable, be granted at the times most desired by the employees. An employee, to qualify for consideration of his/her request for vacation, in accordance with their seniority standing, must notify the Employer of their preferred vacation time before March 15 of any given year. The Employer shall post vacation schedules by April 15 of each year, and thereafter any such schedules shall not be changed unless mutually agreed to by the employee and the Employer. Employees wishing to split vacation periods can only exercise their seniority for one period. Requests for vacation periods shall not be unreasonably withheld. However, the Employer reserves the authority to designate vacation periods in a manner consistent with efficient operations of the plant.

20:02 Unless in exceptional circumstances and when mutually satisfactory arrangements can be made, employees with more than three (3) weeks vacation may have such vacation continuous upon written approval of the appropriate designated authority.

Employees shall be entitled to vacation and payment as follows:

Length of Continuous Services as of May 1st or the first working day thereafter	Vacation Entitlement (Length of Vacation with Pay at Regular Hourly Rate)	Vacation Adjustment Based on a Percentage of Overtime and Shift Premium Earnings
1 month	1 day off	4 %
2 months	2 day off	4 %
3 months	3 days off	4 %
4 months	4 days off	4 %
5 months	5 days off	4 %
6 months	6 days off	4 %
7 months	7 days off	4 %
8 months	8 days off	4 %
9 months	9 days off	4 %
10 months	10 days off	4 %
11 months	11 days off	4.2%
12 months	12 days off	4.6%
13 months	12 days off	4.6%
14 months	13 days off	5 %
15 months	13 days off	5 %
16 months	13 days off	5 %
17 months	13 days off	5 %
18 months	14 days off	5.4%
19 months	14 days off	5.4%
20 months	14 days off	5.4%
21 months	14 days off	5.4%
22 months	15 days off	6 %
23 months	15 days off	6 %
2 years	15 days off	6 %
6 years	16 days off	6.4%
7 years	17 days off	6.8%
8 years	18 days off	7.2%
9 years	19 days off	7.6%
10 years	20 days off	8.0%
12 years	21 days off	8.4%
14 years	22 days off	8.8%
16 years	23 days off	9.2%
18 years	24 days off	9.6%
20 years	25 days off	10.0%

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

Vacation pay will be prorated in the event that the employee has received payment under Long Term Disability or, in the event, Workers' Compensation claims exceed fifteen (15) consecutive weeks. Vacation payment will also be prorated in the event an employee has been granted an unpaid leave of absence in accordance with Article 17:01.

- 20:03** Severance vacation pay in the form of vacation with pay credits shall be granted in accordance with Article 20:02 to employees whose employment is discontinued.

Vacation on a Paid Holiday

- 20:04** If a holiday falls during an employee's vacation, an extra day with pay will be allowed off in lieu of the holiday.

SICK LEAVE

General

- 21:01** The University of Toronto Press Incorporated has maintained a generous sick leave policy which will cover the employee under this Collective Agreement as established hereafter.
- 21:02** Sick leave is defined as absence because of an employee's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the Workplace Safety and Insurance Act is not payable. The purpose of the Sick Leave Plan is to provide against loss of earnings for Press employees who are prevented by sickness or accident from performing their duties.

Basis of Leave

- 21:03** All full-time employees upon completion of sixty (60) working days shall earn sick leave at the rate of one and one-half (1½) days for each calendar month in which an employee is at work or on vacation, (but excluding unpaid leave if longer than one month), cumulative to a maximum of fifteen (15) weeks (75 days).

Those staff members hired prior to May 1, 1999, will start with a pool of fifteen (15) weeks' (75 days) worth of sick leave already in place as of the date of signing of this collective agreement.

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

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

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

Basis of Sick Leave

21:04 In each calendar year, commencing May 1st, sick leave with pay will be granted in accordance with the following provisions: After the fourth (4th) period of absence due to illness, no pay will be granted for the first one (1) day of sick leave absence. After the fifth (5th) period of absence due to illness, no pay will be granted for the first two (2) days of sick leave absence. After the sixth (6th) or any subsequent period of absence due to illness, no pay will be granted for the first three (3) days of sick leave absence.

Where an employee has sick leave credits accrued, such credits shall be applied up to a maximum of three (3) days for each illness until such credits have been exhausted.

21:05 Article 21:04 shall not apply in the first occurrence in the event an employee is absent due to an accident or an injury requiring the attention of a physician or in the instance of an employee who is hospitalized, nor shall such absences be counted in determining the number of periods of absences referred to in Article 21:04.

Required to Call In

21:06 When an employee is unable to report to work due to sickness or injury, the employee is required to speak promptly to their immediate supervisor. If the immediate supervisor is unavailable, the employee may leave a voice mail message indicating illness or injury and, if and when, the employee may be expected to return to work. On each day of a concurrent illness the employee is expected to notify the immediate supervisor unless otherwise agreed to by both the employee and the immediate supervisor.

Physician's Certificate

21:07 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.

Records

21:08 A record of all used sick leave shall be kept by the Employer.

Misuse of Sick Leave

21:09 Where it has been established that an employee has misused the sick leave provisions, such misuse may be cause for termination of services by the Employer.

Medical Examination Required During Employment

21:10 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

- 21:11** Should a dispute arise between an employee and the Employer's Medical Practitioner as to the employee's fitness, the employee shall be referred to an independent medical consultant mutually agreed upon by the Union and the Employer. The consultant's opinion shall be considered the final decision as to the employee's fitness to continue to work at his/her regular occupation.

Sick Pay Leave - While Drawing Workers' Compensation Benefits

- 21:12** An employee who is prevented from performing his/her regular work with the Employer as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Compensation Act shall receive from the Employer the difference between the amount paid by the Workplace Safety and Insurance Board and the employee's regular salary from the first day of the said accident. Payment from the Employer shall not exceed a term of fifteen (15) consecutive weeks for each accident compensable by the Workplace Safety and Insurance Board.

Hospitalized During Vacation

- 21:13** An employee who is hospitalized during his/her vacation period will be allowed to draw sick leave with pay for the period of time for which he/she is hospitalized in accordance with Article 21:02 providing that the employee furnishes proof of such hospitalization to his/her supervisor. The employee will be allowed to reschedule that portion of vacation during which he/she was hospitalized at a later date mutually agreeable to the employee and the employee's supervisor.

Exceptions

- 21:14** Sick leave credits shall not be paid to an employee on authorized leave of absence or upon termination, discharge or retirement. During a period of vacation, payment will not be made for sick leave except as provided for in Article 21:13.

BEREAVEMENT LEAVE

- 22:01** In the event of the death of a spouse, child, or parent, an employee will be granted upon request up to a maximum of five (5) working days without loss of regular pay for attendance at or to make the necessary arrangements for the funeral or memorial service. It is understood that spouse can refer to a person of the same sex.

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

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

PAID PERSONAL LEAVE OF ABSENCE

- 23:01** Commencing May 1st of each year, each member of the bargaining unit shall be allowed for good reason up to three (3) days paid leave of absence annually. Employees shall be permitted to use paid personal leave of absence for the observance of religious holidays of their faith which fall on a day in which they would normally be required to work. Such leave of absence shall not accrue from one year to another if not used in that year.

Each application for leave of absence must be made in writing to the supervisor, and shall indicate the reason for the application therefor. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance. The supervisor will provide the employee with an answer in writing within two (2) working days after receiving the written request. Employees shall not be allowed to use leave of absence for purposes of extending vacations or the day prior to or following a paid holiday.

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

PATERNITY LEAVE

- 24:01** Upon the birth or adoption of a child a father shall be granted up to two (2) days paid leave of absence.

Application for such leave shall be submitted in writing to the employee's supervisor, at least five (5) days in advance. Paternity leave must be taken within the first month of the birth or the adoption.

JURY DUTY OR CROWN WITNESS SERVICE

- 25:01** The Employer shall continue the payment of full wages to any employee who is required for jury duty or crown witness service for the period of such service. The foregoing is conditional on the employee paying the Employer the full amount of any compensation received for such jury duty or crown witness service exclusive of compensation expressly provided for meals and/or travel.

JOB POSTING - PROMOTIONAL OPPORTUNITY

- 26:01** 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.

Promotional opportunity job posting shall be limited to the employees on the campus of job location where the vacancy occurs.

Job Classification

- 26:02** In the event of the Employer establishing any new job classifications or positions within the bargaining unit, 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.
- 26:03** The Employer will interview all employees who have made written application for promotion arising out of Article 26:01.
- 26:04** When a position has been filled arising out of Article 26:01, all applicants will be advised of the disposition of the job posting. An unsuccessful applicant can ask for and will be granted an interview to determine why he/she was unsuccessful if he/she so desires. The union shall receive a letter stating the name of the successful applicant.

TRANSFERS AND PROMOTIONS

- 27:01** When selecting an employee for promotion or transfer to a bargaining unit position, the Employer agrees to use all available information to determine which employee is qualified to fill the position. The Employer will consider his/her knowledge, skill, and ability to perform the normal requirements of the job satisfactorily, and seniority with the Employer. Where the Employer determines that the qualifications for the position are relatively equal between the applicants, seniority shall be the governing factor.

Trial Period

- 27:02** The successful applicant shall be placed on trial for a period of thirty (30) working days from assumption of new duties. Conditional on satisfactory service, such trial promotion shall be confirmed after the period of thirty (30) working days. In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his/her former position without loss of seniority and at the former wage rate. Any other employee promoted because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and at their former wage rate.

Employee Returned to Previous Job

- 27:03** Any such employee shall be given the opportunity to revert to his/her former position and conditions if they so request within thirty (30) working days from the assumption of new duties and the provisions of the immediate preceding paragraph shall apply to such reversion.

Limitation on Applications

- 27:04** An employee who has been promoted or transferred to a new position by exercising their rights under Article 27:01 must serve at least three (3) months in that position before they are eligible for consideration for any other promotion or transfer.
- 27:05** The Employer will give written notification to an employee at least five (5) working days in advance of a permanent re-assignment which would involve a transfer to another building, a change of shift, or a change in hours of work from those presently worked by the said employee.

Shift Reassignment

- 27:06** Where the Employer proposes to reassign an employee or group of employees from one shift to another, an affected employee may displace another employee with less seniority in the same classification who is working on the same shift but who is not being transferred. Such displacement is dependent on a determination that the employee is qualified and capable of performing satisfactorily the duties of that position. The scope of the application of the above mentioned provision shall be limited to the employing Department.

RELIEVING HIGHER CLASSIFICATIONS IN THE BARGAINING UNIT

- 28:01** When an employee has been assigned to work in a job of a higher classification in the bargaining unit, he/she shall be paid at the appropriate rate for all hours worked on that assignment after having worked at least one (1) hour, including the first hour.

TECHNOLOGICAL CHANGE

- 29:01** In the event the Employer plans to introduce technological change in the work place that will directly affect the employment of bargaining unit members, the Employer shall notify the Union at least three (3) months in advance before the introduction of any technological change. The Employer will discuss the proposed change(s) with the Union with the view of retraining, relocating and assisting any employee who may be displaced as a result of the said technological change.

Training Benefits

- 29:02** The Employer will retrain, relocate and assist any employee who may be displaced as a result of technological change. Such employees shall be given a reasonable period of time during which they may perfect or acquire the skills necessitated by the method of operations. There shall be no reduction in wages during the training period of such employees.

JOB SECURITY

- 30:01** It is the declared intention of the Employer to provide for the job security of the employees covered by the terms of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the Press in the most efficient and

economic manner possible in order that it may efficiently conduct its business. It is agreed that any employee who was employed by the Employer with one (1) year of service or more shall not be laid off by reason of the Employer contracting out the work being performed by such employee. However, in such event, the Employer agrees that the employee will be placed in another job with a similar rate and be retrained.

BULLETIN BOARDS

- 31:01** The Employer agrees to provide space on bulletin boards marked Canadian Union of Public Employees, Local 3261, for official Union notices on the understanding that such notices will be in keeping with the general spirit and intent of this Collective Agreement.

CORRESPONDENCE

- 32:01** All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Senior Vice President, Administration, or his/her designate, University of Toronto Press Incorporated, 10 St. Mary Street, Suite 700, Toronto, Ontario, M4Y 2W8 and the Steward at Large with a copy to the Local Union President, Canadian Union of Public Employees, Local 3261, 1 Spadina Crescent, Suite 202.
- 32:02** Any such communication given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

MANAGEMENT AND UNION COMMITTEE

- 33:01** The Employer and the Union agree that their senior representatives will meet to discuss matters of mutual interest, together with a secretary appointed by the Employer. The Chairman of the Union/Management Committee shall be the Senior Vice President, Administration or his/her designate.

PERSONNEL FILES

- 34:01** An employee shall have the right to examine all documents pertaining to that individual in any file kept by the employing Department as a basis for personnel decisions affecting that employee, and to have such files corrected or supplemented in cases of inaccuracy or inadequacy. Such comments shall become part of the file.

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

WAGES

- 35:01** The Employer agrees to pay the schedule of wage rates attached hereto as Schedule I, which rates shall be payable the as indicated for the term of this agreement.

BENEFITS

Preamble:

Following its incorporation 1 May 1992, University of Toronto Press Incorporated will continue to participate in benefit plans maintained by the University of Toronto (or comparable plans) as outlined in Articles 37:01, 37:02, 37:03, 37:04, 37:05, 37:06, and 37:07.

Pension Plans

- 36:01** The Employer agrees to provide Pension Plans, details of which are set out in Schedules II and III.

Group Life and Survivor Income Plan

- 36:02** The Employer agrees to provide a Group Life and Survivor Income Plan, the details of which are set out in Schedule IV.

Long Term Disability Plan

- 36:03** The Employer agrees to provide a Long Term Disability Plan, the details of which are set out in Schedule V.

Dental Plan

- 36:04** The Employer agrees to provide a Dental Plan as set out in Schedule VI.

Extended Health Care Plan

- 36:05** The Employer agrees to provide an Extended Health Care Plan, the details of which are set out in Schedule VII.

Semi-Private Hospital Accommodation Plan

- 36:06** The Employer agrees to provide a Semi-Private Hospital Accommodation Plan, the details of which are set out in Schedule VIII.

Vision Care Plan

- 36:07** The Employer agrees to provide a Vision Care Plan, the details of which are set out in Schedule X.

CLOTHING

37:01 The Employer agrees to provide clothing as set out in Schedule XI.

SAFETY SHOE OR BOOT ALLOWANCE

38:01 The Employer agrees to provide a safety shoe or boot allowance as set out in Schedule XII.

PRINTING OF THE AGREEMENT

39:01 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. Ten copies will also be provided to the Local Union President for the union. An electronic copy of the collective agreement will also be made available to the union.

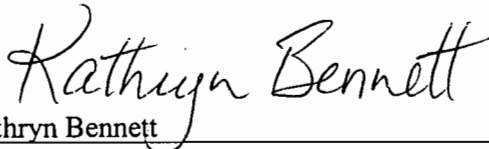
DURATION AND MODIFICATION OF AGREEMENT

40:01 This Agreement shall continue in effect until April 30, 2003 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.

40:02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on this 11th day of October 2001.

UNIVERSITY OF TORONTO PRESS INCORPORATED BY:



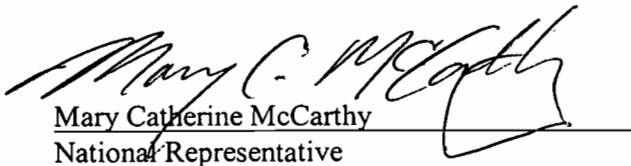
Kathryn Bennett
Senior Vice-President, Administration



George L. Meadows
President

AND:

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



Mary Catherine McCarthy
National Representative



Mehdi Kouhestaninejad
President

SCHEDULE I: WAGES

<u>Classification</u>	Current rates	1st pay period following ratification	1st pay period following May 1, 2002
Shipper I	14.07	14.35	14.64
Shipper II (Driver)	14.17	14.45	14.74
Shipper II	14.23	14.51	14.80
Lead Hand Shipper	14.85	15.15	15.45
Chief Shipper	15.53	15.84	16.16
Senior Shipper-Receiver	14.85	15.15	15.45
Warehouse Attendant	14.07	14.35	14.64
Lead Hand Warehouse Attendant	14.85	15.15	15.45
Senior Lead Hand Warehouse Attendant	15.53	15.84	16.16
Senior Maintenance Worker	14.68	14.97	15.27

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

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

SCHEDULE III: PENSION PLAN P-2614

Consistent with the Press's policy requiring employees to retire at age 65, those employee's who have paid up annuities in the Maintenance and Ancillary Pension Plan (known as P2614) will now be required to retire on June 30th following or coincident with their 65th birthday without their pension benefits in the Plan being actuarially reduced. This requirement now brings the normal retirement age for those enrolled in the Maintenance and Ancillary Staff Pension Plan into line with those enrolled exclusively in the Pension Plan for Academic and Administrative Staff.

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

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

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

SCHEDULE V: LONG TERM DISABILITY PLAN FOR MEMBERS OF THE ACADEMIC AND ADMINISTRATIVE STAFF

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

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

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

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

SCHEDULE VI: DENTAL CARE PLAN

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

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

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

Participation is optional for those on staff prior to March 1, 1980. All new staff shall be enrolled in the Dental Care Plan as a condition of continued employment. Employees who are covered by a dental plan through their spouse's enrollment elsewhere may request exemption from the Dental Care Plan.

SCHEDULE VII: UNIVERSITY OF TORONTO EXTENDED HEALTH CARE PLAN

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

The parties agree to be governed by the provisions and regulations of the University of Toronto Extended Health Care plan during the term of this Agreement.

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

SCHEDULE VIII: UNIVERSITY OF TORONTO SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN

The Employer shall contribute 75% of the cost of the University of Toronto Semi-Private Hospital Accommodation Plan for all participating employees.

The parties agree to be governed by the provisions and regulations of the University of Toronto Semi-Private Hospital Accommodation Plan during the term of this Agreement.

The Employer shall have the right to amend or change the Semi-Private Hospital Accommodation Plan during the term of this agreement.

SCHEDULE IX: VISION CARE PLAN

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

- * Coverage up to \$150.00 ever 2 years per family member with no deductible.
- * The Employer subsidy will be 50% of the cost of the premiums.
- * Coverage includes contact lenses and prescription sunglasses.
- * Membership will be mandatory for all new staff except those who have exempted themselves because they have coverage in a spousal plan.

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

SCHEDULE X: DESIGNATED AUTHORITIES

Order Fulfilment Division, Downsview
Bookstores Division

V.P. Distribution
Senior Vice President, Retail

SCHEDULE XI: CLOTHING

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

parkas
winter hats
mittens/gloves, and
rubber boots

Clothing will be replaced as required.

SCHEDULE XII: SAFETY SHOE OR BOOT ALLOWANCE

The Employer will reimburse employees for the cost of safety shoes or boots up to a maximum of ninety (\$90.00) dollars per calendar year, upon receipt of acceptable proof of purchase. This amount may be accumulated over a two (2) year period at the discretion of the employee.

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.

LETTER OF INTENT: JOINT MEMBERSHIP


1 May 2001

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees
Local 3261
305 Milner Avenue, Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy:

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

Sincerely,


Kathryn Bennett
Senior Vice President, Administration

LETTER OF INTENT: EARLY RETIREMENT

1 May 2001

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees
Local 3261
305 Milner Avenue, Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy:

University of Toronto Press Incorporated intends to continue to offer to CUPE members an option for early retirement subject to terms and conditions of its availability through the University of Toronto Pension Plan. Normally, employees who have a total of age plus years of service equaling 80, and who are at least sixty (60) years of age, shall be entitled to early retirement under the Pension Plan for the Staff of the University of Toronto without actuarial pension benefit reduction.

A Temporary Early Retirement Window is being made available, following ratification of this agreement, until June 30, 2002. To be eligible for the Early Retirement Window, an employee must be at least 55 years of age, and have a total of age plus years of service equaling 75 at the time of retirement. Staff members who elect to retire under the Temporary Early Retirement Window must retire no later than June 30, 2003, but must give notice of their intent to do so no later than June 30, 2002.

Sincerely,



Kathryn Bennett
Senior Vice President, Administration

MEMORANDUM OF UNDERSTANDING: Electronic Transfer of Wages

1 May 2001

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees
Local 3261
305 Milner Avenue, Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy:

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

Sincerely,

A handwritten signature in black ink that reads "Kathryn Bennett". The signature is written in a cursive, flowing style.

Kathryn Bennett
Senior Vice President, Administration

LETTER OF INTENT: Fee Waiver for Dependents

1 May 2001

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees
Local 3261
305 Milner Avenue, Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy:

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

Sincerely,

A handwritten signature in cursive script that reads "Kathryn Bennett".

Kathryn Bennett
Senior Vice President, Administration

MEMORANDUM OF AGREEMENT: PENSION PLAN

1 May 2001

Ms. Mary Catherine McCarthy
National Representative
Canadian Union of Public Employees
Local 3261
305 Milner Avenue, Suite 901
Scarborough, Ontario
M1B 3V4

Dear Ms. McCarthy:

Provided there is excess surplus in the University of Toronto Pension Plan as defined under the Income Tax Act on the date of ratification and July 1, 2001, members required contributions shall be determined as follows:

1. For the period from ratification to June 30, 2001, (unless ratification is after July 1, 2001) members of the plan, who are members of this bargaining unit, shall make no contributions to this plan.
2. For the period from July 1, 2001 to June 30, 2002, or contract expiry, whichever comes first, the required contributions for members of the plan, who are members of this bargaining unit, shall be 50 % of the amount determined under section 4.01 of the plan.

Should the University of Toronto negotiate a full or partial pension contribution holiday with its own CUPE 3261 bargaining unit which becomes effective during the term of this agreement, the University of Toronto Press Incorporated agrees to reopen negotiations for the same benefit with this bargaining unit, subject to authorization to do so from the University of Toronto Pension Plan.

Sincerely,



Kathryn Bennett
Senior Vice President, Administration

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