

ARTICLE 5: NO DISCRIMINATION

- 5:01 The University and the Union agree to uphold the *Ontario Human Rights Code* and will not under any circumstances permit employment practices and procedures in contravention of it.
- 5:02 The University and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, gender orientation, gender identity, gender expression, religious belief, colour, ethnic origin, mother tongue, marital status, family status, political affiliation or belief, citizenship, sexual orientation, disability, age, or record of offences, as those terms are defined in the *Ontario Human Rights Code* (if applicable), subject to the *Ontario Human Rights Code* provisions related to *bona fide* occupational qualification.

**Employment Equity**

- 5:03 **(a)** The University and the Union are committed to equal opportunity in employment for women, ~~aboriginal~~ **Indigenous** Peoples, people with disabilities and people who because of their race, colour, sexual orientation or gender orientation have been ~~traditionally~~ **historically, and continue to be,** disadvantaged in Canada. **The University and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns.** The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University. **The University shall include an employment equity statement consistent with the above in its job postings.**
- (b) In support of its commitment to 5.03 (a) the University shall gather employment equity information from employees, who will be requested to self-identify and participate on a voluntary basis. This employment equity information will be provided to the Union annually.**

Workplace Harassment

- 5:04 The University will provide an environment where employees are not subjected to workplace harassment. Employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the *Occupational Health and Safety Act* and the University's Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct, and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. The University will notify the Union when any substantive changes are made to the Human Resources Guidelines on Civil Conduct and at the request of the Union will meet to discuss such changes. For clarity, the current *Occupational Health and Safety Act* defines "workplace harassment" as: "engaging in a course of vexatious comment or

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conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome."

For clarity, workplace harassment may occur while on University of Toronto premises and in work-related activities or social events occurring off-campus. For clarity, workplace harassment that occurs through electronic means is covered by this Article.

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after 45 days have elapsed from the date the written complaint was brought to the attention of the University, identifying the conduct alleged to constitute workplace harassment, the University has not provided the employee with a response to the complaint. Such grievance will be filed at Step 3 (Three) of the grievance procedure. If not resolved at Step 3 (Three), the parties may agree to mediation or facilitation before an agreed upon mediator or facilitator before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either Party.

During any internal steps taken to resolve the situation, employees shall have the right to be accompanied by a Union Representative.

#### Sexual Violence and Sexual Harassment

5:05 Sexual harassment shall be considered discrimination under Article 5:01 of this Collective Agreement.

5:06 The University will provide an environment where employees are not subjected to sexual violence and sexual harassment. Employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the *Ontario Human Rights Code*, the *Occupational Health and Safety Act* and the University's Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

For clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual violence" as meaning: "any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes Sexual Assault, Sexual Harassment, stalking, indecent exposure, voyeurism, and sexual exploitation."

For clarity, the current *Ontario Human Rights Code* provides that "[e]very person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee." For further clarity, the current *Ontario Human Rights Code* defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". For further clarity, the University's current Policy on Sexual Violence and Sexual Harassment

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defines "sexual harassment" as including: "any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."

5:07 Employees making a report under the University's Policy on Sexual Violence and Sexual Harassment shall have the right to be accompanied by a Union Representative at any stage of the process.

5:08 ~~The time limit for making a report~~ **A Report** under the University's Policy on Sexual Violence and Sexual Harassment ~~or filing a grievance~~ alleging sexual harassment **may be filed at any time in accordance with the Policy on Sexual Violence and Sexual Harassment. For clarity, there is no time limit for filing a Report under the Policy.** ~~under this Collective Agreement shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the report/grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee's control prevented the employee from grieving within the time limit.~~

~~A grievance alleging sexual violence or sexual harassment shall be filed at Step 3. The Executive Director, Labour Relations (or designate) will give a written decision to the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 14 of this Collective Agreement.~~

**An employee may file a grievance alleging sexual harassment or sexual violence if, after the University has exhausted available steps through the Policy, the employee is dissatisfied with the outcome; or if after sixty (60) days from the date the written Report was finalized, signed by the employee, and submitted to the University's Sexual Violence Prevention and Support Centre, the University has not provided the employee with a response to the Report; or if the employee did not file a Report under the Policy.**

**If an employee files a grievance under Article 5:01, such grievance shall be filed at Step 3 of the grievance procedure. The time limits set out in Article 11 and other applicable articles of the Collective Agreement shall not apply to such grievances. The time limit for the University to issue a Step 3 response under Article 5:01 shall be sixty (60) working days.**

5:09 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

5:10 An employee who makes a report of sexual violence or sexual harassment may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant

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suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

- 5:11 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.
- 5:12 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are CUPE 1230 members, both the Complainant and the Respondent shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

#### Racial Discrimination

- 5:13 An employee who files a grievance under the Collective Agreement alleging that the employee has been discriminated against because of race contrary to Article 5:02 may, if the employee chooses, meet with the University's Anti-Racism and Cultural Diversity Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union Representative if the employee so chooses. Thereafter an employee may resume the grievance process.

#### General Harassment

- 5:14 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

#### No Reprisal

- 5:15 The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

Further, every employee has a right to a workplace free of harassment, discrimination, reprisal or retaliation. Accordingly, every employee may bring forward, provide information regarding, assist, or otherwise be involved in the resolution of a complaint without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge, whether that complaint is brought forward through a grievance under the Collective Agreement or a complaint in accordance with another University Policy or Guideline, provided that the employee is not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. For clarity, there will be no reprisals against any

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employee who brings forward a complaint of harassment and/or discrimination within the meaning of Article 5 of this Collective Agreement provided that they are not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. Both Respondents and Complainants shall be made aware of this Article.

Any allegation(s) of reprisal or retaliation may be the subject of a grievance commencing at Step 2 (Two) of the Grievance Procedure.

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Union Representation

9:01 When an employee is summoned to the supervisor's office for an interview concerning discipline or conduct or unsatisfactory work performance, or for an interview or meeting or discussion including matters under investigation which may lead to discipline, the supervisor will inform the employee of the employee's right to have a Union Steward present prior to discussing the matter with the employee. The Employer will arrange for a Union Steward to be present without undue delay and without further discussion of the matter. The Union Steward shall be present during any such interview unless the employee requests otherwise and completes Appendix "A" to so indicate in the presence of the Union Steward. The Union shall receive a copy of Appendix A. Whether or not the Steward is present at the meeting, if discipline results, a contact form will be completed and given to the employee. The Employer will supply a copy of each to the Union within forty-eight (48) hours of the meeting.

Unless a contact form is so issued, no disciplinary action will be considered to be recorded. At the employee's request, the Employer shall supply a copy of any document relevant to the matter in question in the employee's Human Resources file.

Record of Disciplinary Action

9:02 Any record of a disciplinary action taken by the Employer will not remain on an employee's record beyond twenty-four (24) months from the date of such disciplinary action being taken provided there has been no recurrence of a similar infraction.

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Parental Leave

19:05

- a) An employee who is a parent of a child and who has been employed with the University for at least thirteen (13) weeks is entitled to a parental leave 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 will be eligible to take a parental leave as follows:
  - i) up to thirty-five (35) weeks of parental leave for employees who take pregnancy leave;
  - ii) up to thirty-seven (37) weeks of parental leave for all other new parents; or
  - iii) such shorter or longer period of time as might be required under the *Employment Standards Act, 2000* from time to time.
- b) For employees who take pregnancy leave, parental leave commences when the employee's pregnancy leave ends or when the baby first comes into custody, care, and control of the birth parent. For all other new parents, parental leave must commence within ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the birth or after the child first comes into the custody care, and control of a parent or such other time as may be specified under the *Employment Standards Act, 2000* from time to time. This provision is not available to employees who have taken Primary Caregiver/Adoption Leave.
- c) For employees with one (1) year of service or more who provide the University with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following:
  - (i) For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
  - (ii) For an employee who takes parental leave for which a one (1) week waiting period has already been served in respect of the same child, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
  - (i) For an employee who takes parental leave and is required to serve a one (1) week waiting period, ninety-five (95) percent of salary during the one (1) week waiting period, and the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for eight (8) weeks;
  - (ii) The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference

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between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

- d) An employee who is entitled to a parental leave is required to give the University two (2) weeks' written notice prior to the commencement of the leave. If the employee does not specify when the leave will end, it will be assumed that the employee wishes to take the maximum leave in accordance with Article 19.05(a) (i) or (ii) as applicable.
- e) An employee who have given notice to begin 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 giving two (2) weeks' notice before the leave was to begin.
- f) 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 University written notice of the employee's intent to take the parental leave.
- g) If an employee on parental leave wishes to change the date of their return to work to an earlier date, the employee must give the University four (4) weeks' written notice of the date on which the employee intends to return.
- h) If an employee wishes to change the date of return to work to a later date (but subject to the maximum length of leave), the employee must give the University four (4) weeks' written notice before the date the leave was to end.
- i) Seniority, vacation, benefits, and pensionable service continue during an employee's parental leave, provided the employee fulfills any requirements for said continuation. Eligibility for step and negotiated wage increase also continue during the period of an employee's parental leave.



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Paid Personal Leave of Absence

19:08 **An employee shall be eligible for up to five (5) full working days of personal leave each year.**

~~Commencing July 1st of each year, each employee shall be allowed for good reason up to three (3) days paid leave of absence annually which must be approved and granted by the employee's supervisor.~~

~~Effective June 30, 2017 the number of days paid personal leave of absence shall be reinstated to up to four (4) days.~~

Employees working on a Part-Time, term or temporary basis will be eligible for paid personal leave of absence on a pro-rated basis. 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, shall indicate the reason for the application therefor, and must be submitted to the employee's supervisor at least five (5) days in advance. In the event of an emergency, the requirement to provide five (5) days advance notice shall be waived, however the employee in applying for emergency paid personal leave of absence shall provide an explanation as to the nature of the emergency.

Employees will not be allowed to use personal leave of absence for purposes of extending vacations or extending a paid holiday. Requests for the observance of religious holidays adjacent to a statutory or paid holiday and/or vacation shall be granted.

.Paid Personal Leave may not be taken in units of less than one (1) hour.

Health Care Appointments

19:09 Where an employee cannot schedule a health care appointment outside of the employee's regular working hours, the employee will give as much advanced notice as possible, and will be given time off with pay necessary to attend the appointment ~~up to seven (7) hours per year, pro-rated for employees working on a term or temporary basis and for Part time employees based on appointment status as a percentage of full time hours.~~ In such cases, the employee will attempt to schedule the appointment so as to minimize disruption to the employee's work day. Such leave may not be taken in units of less than one (1) hour.

A request by an employee to attend regularly occurring health care appointments, such as an ongoing treatment regimen, which cannot be scheduled outside the employee's regular working hours, may be treated by the University as a request for accommodation and treated accordingly, as appropriate.

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Physician's Certificate

22:04 An employee, with prior written notification, may be required by the employee's supervisor to provide a doctor's certificate certifying that the employee is unable to carry out the employee's normal duties due to illness or injury. For clarity, prior to written notification shall mean any time prior to the employee's return to work. The Employer will only accept original medical certificates verified by a legally qualified and licensed medical practitioner that indicates first day of illness or injury, if known, first treatment date, and the expected return to work date, if known. The employee may with notice to the immediate supervisor, provide a faxed or scanned copy of the medical certificate in advance of the employee's return to work. The original copy of the said certificate must be provided immediately upon the employee's return to work.

**Where the Employer requires the employee to provide a doctor's certificate, the Employer will reimburse the employee for the cost of the certificate, provided it meets the above criteria and is accepted by the Employer, upon reasonable and satisfactory proof of payment.**

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Hospitalized **or Medically Confined** During Vacation

22:11 An eligible employee who is hospitalized, **quarantined**, or confined by order of a physician due to unforeseen circumstances during their vacation period will be allowed to draw illness or injury leave with pay for the period of time for which they are hospitalized or confined in accordance with Article 22:01 providing that the employee furnishes proof of such hospitalization or confinement and unforeseen circumstances to the Employer. The employee will be allowed to reschedule that portion of vacation during which they were hospitalized or confined at a later date mutually agreeable to the employee and the employee's supervisor.

ARTICLE 23: JOB POSTING

23:01 **Where there is a vacancy and the Employer decides to fill it, At least seven (7) working days prior to making any permanent staff changes covered by the terms of this Agreement, except as indicated in Article 23:06, the Employer will, at least seven (7) working days prior, first will** post notice of the said position on the Employer's website and notify the Union, in writing, in order that all members will know about the position and be able to make written application therefore. Further, an electronic copy will be posted for distribution **and the Union will be provided a permanent electronic copy.** Such notice shall contain the following information: nature of the position, job description, required knowledge and education, ability and skills, hours of work, and salary rate or salary range. All notices shall include information regarding the selection process (e.g., the selection process for eligible, qualified candidates will include interview(s), a test or exercise and reference check(s)).

Employee applicants must apply in accordance with the requirements set out in the electronic posting and will receive acknowledgement of the receipt of their application.

23:02 A temporary position is a position used to replace an employee who is on leave of absence. If a temporary position is renewed or extended beyond twenty-four (24) months the position shall be posted.

Term Position

23:03 A term position is a position assigned to a specific project that exists for a defined period of time and has a predetermined end date. In the event that such a position extends or is renewed beyond twenty-four (24) months the position shall be posted. All provisions of this Collective Agreement apply to these positions except where otherwise specified. Term positions will not be used to replace full time regular positions.

23:04

- (a) Any employee in the Bargaining Unit may make application for any vacant position in the Bargaining Unit. In the event that the position is not awarded to a member of the Bargaining Unit then applications submitted by members of the Student Casual Bargaining Unit will be given consideration.

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If the Employer does not offer the position to a candidate from the Full-Time and Part-Time Bargaining Unit, the hiring Department retains the discretion to consider other applicants internal and external to the University.

Applicants from the Full-Time and Part-Time Bargaining Unit shall be notified of the outcome of their applications before other internal and external applicants are considered for the position.

An unsuccessful candidate from the Full-Time and Part-Time Bargaining Unit may request, in writing, a written explanation as to why the candidate was not selected, within five (5) working days of being so advised. Management will provide a written explanation within a further ten (10) working days.

An unsuccessful candidate from the Full-Time and Part-Time Bargaining Unit may request and will be given informal advice on how to prepare for future job postings and/or improve the candidate's qualifications, and/or assistance in developing a career development plan as set out in Article 38.

- (b) Any employee in the Bargaining Unit may make application for any position in the Student Casual Bargaining Unit. In the event the position is not awarded to a Student Casual, then applications submitted by members of the Full-Time and Part-Time Bargaining Unit will be given consideration.
- (c) In the event a Student Casual is the successful applicant for a position in the Full-Time and Part-Time Bargaining Unit, such Student Employee shall be credited with Seniority at the rate of one year's credit for every one thousand eight hundred and sixty three (1,863) hours worked.

23:05 "Canadian Union of Public Employees, Local 1230" will be printed on all Job Postings for Full-Time and Part-Time Bargaining Unit positions.

Waiver

23:06 Notwithstanding Articles 23:01, 23:02, 24:01, 24:02, 24:03, 24:04, 24:05, 25:01 the Employer and the Union may waive the above Articles by mutual agreement. The Employer shall advise the Union of any positions affected by this Article.

Notification

23:07 When a position has been filled arising out of Article 23:01, the Chief Union Steward will be advised of the selection of the successful candidate within five (5) working days.

23:08 The requirement to post a position as provided in Article 23:01: JOB POSTING shall not apply where employees are reassigned and/or relocated in accordance with and pursuant to Articles 35:02 and 35:03.

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Job Classifications

23:09 In the event of the Employer establishing any new job classification or position within the Bargaining Unit, the Employer will provide to the Union the relevant job profiles, the rating sheet, and relevant rating notes for that job profile. The Employer will discuss the terms of the job classification or position with the Union's Job Evaluation Committee prior to the establishment of the aforementioned job classification or position. Nothing in this clause 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.

ARTICLE 31: VACATIONS

31:01 Vacations will, as far as practicable, be granted at the times most desired by the employees. An employee, to qualify for consideration of the employee’s request for vacation, in accordance with the employee’s seniority standing, must notify the Employer of the employee’s preferred vacation before April 15th of any given year. However, the Employer reserves the authority to designate vacation periods in a manner consistent with the efficient operation of the Library. The Employer shall make vacation schedules available to employees by May 15th of each year, and thereafter such schedules shall not be changed unless mutually agreed by the employee and Employer.

The Department or Division Head (or designate) shall consider and respond to ad hoc employee vacation requests within five (5) working days of such request(s) being submitted in writing. However, this five (5) working day requirement shall not apply to regularly recurring departmental vacation scheduling processes, if any.

Holiday Falling on a Vacation

31:02 If a holiday falls during the vacation of a Full-Time employee, an extra day with pay will be allowed off in lieu of the holiday for the Full-Time employee.

31:03 Regular Part-Time employees will be entitled to vacation with pay based on the entitlement below pro-rated based on their appointment status.

Vacation Allowances

31:04 Employees shall be granted vacation with pay at their regular rate of pay on the following basis:

<u>Accrual Period</u> <u>(months)</u>	<u>Monthly Accrual Rate</u> <u>(monthly)</u>
<u>First 60 months</u>	<u>1.250 days per month</u>
<u>61 to 72 months</u>	<u>1.333 days per month</u>
<u>73 to 84 months</u>	<u>1.417 days per month</u>
<u>85 to 96 months</u>	<u>1.500 days per month</u>
<u>97 to 108 months</u>	<u>1.583 days per month</u>
<u>109 to 120 months</u>	<u>1.667 days per month</u>
<u>121 to 132 months</u>	<u>1.750 days per month</u>
<u>133 to 144 months</u>	<u>1.833 days per month</u>
<u>145 to 156 months</u>	<u>1.917 days per month</u>
<u>157 to 168 months</u>	<u>2.000 days per month</u>
<u>169 or more months</u>	<u>2.083 days per month</u>

**Vacation entitlement shall not be rounded up or down.**

<u>Length of Continuous</u>	
<u>Service as of employee’s</u>	
<u>anniversary date</u>	<u>Total Days of Vacation</u>

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<del>1 month</del>	<del>1 day</del>
<del>2 months</del>	<del>2 days</del>
<del>3 months</del>	<del>3 days</del>
<del>4 months</del>	<del>4 days</del>
<del>5 months</del>	<del>5 days</del>
<del>6 months</del>	<del>6 days</del>
<del>7 months</del>	<del>7 days</del>
<del>8 months</del>	<del>8 days</del>
<del>9 months</del>	<del>9 days</del>
<del>10 months</del>	<del>10 days</del>
<del>11 months</del>	<del>11 days</del>
<del>1 year</del>	<del>15 days</del>
<del>6 years</del>	<del>16 days</del>
<del>7 years</del>	<del>17 days</del>
<del>8 years</del>	<del>18 days</del>
<del>9 years</del>	<del>19 days</del>
<del>10 years</del>	<del>20 days</del>
<del>11 years</del>	<del>21 days</del>
<del>12 years</del>	<del>22 days</del>
<del>13 years</del>	<del>23 days</del>
<del>14 years</del>	<del>24 days</del>
<del>15 years</del>	<del>25 days</del>

Severance Vacation Pay

31:05 ~~Effective January 14, 2016:~~

The amount of unused vacation credits which will be paid out to an employee upon resignation/retirement/termination of employment shall be capped at **twenty (20) fifteen** ~~(15)~~ days.

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ARTICLE 33: UNION SECURITY

Union Dues

33:01 The Employer agrees as a condition of employment to deduct from each pay to each employee who is covered by this Agreement after thirty (30) days of employment a sum equivalent to the monthly Union dues as certified from time to time by the Secretary-Treasurer of the Union.

Union Membership

33:02 All employees who are members of the Union or who, during the term of this Agreement, become members of the Union, shall be required to maintain their membership in the Union in good standing as a condition of employment.

Initiation Fee

33:03 All new employees hired shall have deducted from the first pay due to the said employee after thirty (30) days of employment a sum equivalent to the initiation fee as certified from time to time by the Secretary-Treasurer of the Union.

Transmittal of Dues and Initiation Fees

33:04 The Employer agrees to remit to the Secretary-Treasurer of the Union such dues and initiation fees within one (1) month from the collection date, accompanied by a list of the names of the employees from whom the deductions were made and any applications for membership in the Union.

Monthly Listing of Employment Status Changes

33:05 The Employer will provide the Secretary-Treasurer of the Union, Local 1230 with a monthly listing of employment status changes such as leaves of absence, pregnancy, parental, and primary caregiver leaves, employees on long-term disability, terminations, department and new hires, when and if such information is readily made available in an automated form to the Library.

Employee Information to the Union

33:06 The Employer will provide the Secretary-Treasurer of the Union, Local 1230 with, on a ~~quarterly~~ **monthly** basis, ~~(with compatible, electronic copy)~~ **electronic lists with** the following information: employee name, classification, **work location**, date of hire, **seniority**, home address, **home personal** telephone number ~~(where available)~~, work email address ~~(where available)~~ and employment status (Full-Time or Part-Time, **as well as temporary or term**).

33:07 The University agrees to record total Union dues deductions paid by each employee on their T4 slip.

Subject to errors and omissions.  
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33:08 The University will provide the Union on a semi-annual basis (with a compatible electronic copy) a list of all employees who retired during the previous six (6) months. The list will include the retired employee's name, home address and telephone number on record as of their last date of employment with the University.

**National Representative**

**33:09 The Employer agrees to issue upon request from the Union in writing, a library card (valid at all library locations) and a valid username/password to access the University's Campus Wireless Network to the National Staff Representative assigned to the Local Union. There shall be no charge to the Union or to the National Staff Representative for the card and/or wireless access. Use of the card and/or wireless access shall be subject to the general regulations made from time to time by the University and/or the library, and the Union will be responsible for paying all user charges associated with the card.**

**Health and Safety during Pregnancy**

- 37:08 In assessing the health and safety of work, the University shall consider the special risks that may apply during pregnancy. Pregnant employees may request a workplace assessment by the Office of Environmental Health and Safety. Where risks or hazards are identified by EH&S through such an assessment the University will arrange reasonable accommodation, including but not limited to options such as reassignment or leave.
- 37:09 One worker member appointed or elected by the Union may become a certified worker representative on the Committee if requested by the Union. The Employer agrees to pay the cost for the basic level 1 core certification programme and certification refresher course every three (3) years and will first look to provide in-house training through Environmental Health and Safety.

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SCHEDULE X: SAFETY SHOE OR BOOT ALLOWANCE

Where the Employer requires safety shoes or boots to be worn as a condition of employment, upon proof of original receipt the Employer will pay to the employee a safety shoe or boot allowance up to **two-hundred (200)** ~~one hundred seventy-five (175)~~ dollars annually.

Safety shoes or boots must be Canadian Standards Association approved, and be in serviceable condition as determined by the employee's Supervisor. **In the event that safety shoes or boots are no longer serviceable, the Employer will pay the employee a replacement safety shoe or boot allowance up to two-hundred (200) dollars.**

New

**LETTER OF UNDERSTANDING: ALTERNATIVE WORK ARRANGEMENTS**

Employees may submit requests for alternative work arrangements such as flexible hours, a compressed work week, remote work setting, hybrid-remote work setting, or altered work hours (e.g., earlier or later start). It is understood that such arrangements, in and of themselves, do not trigger overtime or a reduction in FTE.

A Department head's decision to grant or deny a request for alternative work arrangements shall be based on reasons of departmental operational efficiency and service effectiveness. It is understood that such arrangements may not be suitable operationally in some work units and/or for certain positions, and that the design and approval of all arrangements is a matter for University discretion. It is further understood that such arrangements shall be approved or denied in a manner that is not arbitrary, discriminatory or in bad faith.

The Department head shall respond to requests for alternative work arrangements within twenty (20) working days. Such requests shall be approved or denied in a written response to the employee.

In the event of an employer-initiated requirement for an alternative work arrangement, the Department head shall provide as much advanced notice to the employee as practicable in the circumstances.

## APPENDIX C: GUIDELINES FOR FLEXIBLE HOURS

### BACKGROUND

Flexible hours is a system that permits employees to obtain a degree of personal freedom in their working hours within certain limits and always with the stipulation that the requirements of the job be fulfilled. Where it is appropriate, staff members may start and stop work at any time during the flexible period (as established by the department) at the beginning and the end of the working day. Depending on work requirements or personal preference, the employee decides when to start and stop work each day. Staff members are required to be present when scheduled or during a “core period” (as established by the department), which represents the minimum number of hours employees are expected to work each day. Employees must work a certain number of hours in a given period (as established by the department). Where the given period is two weeks or longer, an employee may accumulate “credit” hours or “debit” hours, which may be carried over to the next accounting period and either used in time off (credits) or made up (debits).

The concept as a policy has been accepted by the Canadian Union of Public Employees, Local 1230, Full-Time and Part-Time Bargaining Unit and the University.

- (1) The work of the department must not be adversely affected.
- (2) The department must be open for service in its normal work period.
- (3) Participation by staff members is voluntary.
- (4) **With the exception of any approved Alternative Work Arrangements that may specify otherwise,** Full-Time employees will normally work a 5-day week (i.e., the University is not adopting a compressed work week of four (4) or four and a half (4<sup>1/2</sup>) days) and employees may not take time off work in half-day or full-day increments in accordance with these Guidelines for Flexible Hours

These provisions form the basis for the following guidelines. These guidelines will be reviewed by the Employer and the Union after one (1) year of operation.

### GUIDELINES

#### 1. Personnel Included

All permanent Full and Part-Time employees may participate. New employees in the probationary period may vary starting and stopping times, subject to training requirements, but must work the standard number of hours per day without accumulating credit time or debit time. Casual employees are excluded. Those staff who choose not to participate will work standard hours.

#### 2. Core Time

Each employee must be present at the employee’s position during the established core period, or when assigned by schedule in individual areas.

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3. Accounting Time

A 4-week accounting period will be used. Since standard hours of work are seven and one-quarter ( $7^{1/4}$ ) hours per day (six and three-quarters ( $6^{3/4}$ ) hours in July and August), five (5) days per week, the total number of hours worked in one accounting period will be one hundred and forty-five (145) hours (one hundred and thirty-five (135) hours in July and August). Public service departments will follow established arrangements for nights and weekends. This will be pro-rated to appointment status as required for Part-Time employees.

4. Recording Time

Hours of work must be recorded. This is done by the use of time-recording equipment or a manually kept record.

5. Meal Break

This may not be less than thirty (30) minutes. It may be as long as two (2) hours, depending on the demands of work to be done. Time needed in excess of this will be at the discretion of the supervisor.

6. Rest Periods

The policy in force is as follows:

Collective Agreement – *“All employees shall be entitled to a fifteen (15) minute rest period both in the first half and second half of the shift.”*

7. Credits and Debits

These are calculated at the end of the accounting period when the number of hours worked varies from the required number of hours to be worked. No one can have a credit of more than fifteen (15) hours, or a debit of more than ten (10) hours, at the end of a given accounting period. Credit hours in excess of **fifteen (15) hours for (2) two consecutive accounting periods** will be forfeit. Debit hours in excess of ten (10) hours for two (2) consecutive accounting periods will be considered as absence without pay. If a debit in excess of ten (10) hours continues for a third consecutive accounting period, the person should be removed from the privilege of flexible hours.

Credit hours being used may not be taken during core hours or when assigned by schedule except with the prior approval of one's supervisor. Credit hours can be used during the following accounting period by working shorter daily hours outside of the core or scheduled periods, having informed one's supervisor.

8. Length of Working Day

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Depending on the nature of the work, the employee should work only as long as the employee can work effectively. Ideally, this should not exceed eight (8) hours per day, but it is recognized that some circumstances may allow longer periods of work without impairing effectiveness. In such circumstances, the employee is required to obtain their supervisor's approval prior to working in excess of eight (8) hours per day. Such circumstances shall not attract overtime or premium pay.

9. Overtime

The policy in force is:

Collective Agreement – Summarized: *Authorized overtime shall be paid at the rate of time and one-half the regular rate of wages. Authorized overtime on Sundays shall be paid at the rate of two (2) times the regular rate.*

An employee may not claim overtime pay for hours worked voluntarily in excess of the required number of hours

10. Vacation, Sickness, Paid Personal Leave

Time away from work for these categories will be considered as hours worked (i.e., seven and one-quarter ( $7^{1/4}$ ) hours per day; six and three-quarters ( $6^{3/4}$ ) hours in July and August), and must be reported according to standard procedures so that credit may be obtained. Illness of less than a day will be credited on the basis of the length of the standard working day (e.g., an employee starting work at 9:30 a.m. and going home at 1:00 p.m. will be credited with a further three and three-quarters ( $3^{3/4}$ ) hours to total seven and one-quarter ( $7^{1/4}$ ) hours; three and one-quarter ( $3^{1/4}$ ) hours to total six and three-quarters ( $6^{3/4}$ ) in July and August).

All employees should notify supervisors of unplanned absences in accordance with Article 22:03 of the Collective Agreement.

11. Absence Without Pay

The present policies applicable to leave of absence without pay will apply. Such time must be recorded as hours worked so that the employee does not accumulate debits for an approved leave of absence

12. Work Outside the Usual Working Area

If an employee is working in the usual area for only part of the day, normal procedures for recording hours must be observed. Credit for the remaining time will be agreed on with the immediate supervisor. Where there is no attendance at all in the usual area, a claim for credit will be made.

13. Responsibility for Compiling Balance Sheets

Balance sheets are compiled within the individual departments by the person responsible for keeping Human Resources records.

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14. Terminating or Transferring Employees

Terminating employees must balance any debit or credit hours before leaving. Any credit not taken will be forfeited. Any debit will be deducted from the employee's final pay. Wherever possible, transferring employees are to balance their debit/credit hours before moving to a new department.

15. Misuse of Flexible Hours

If misuse is persistent, the employee will be denied the privilege of flexible hours, after suitable warnings have been issued.



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LETTER OF INTENT: JOB-RELATED TRAINING AND **CAREER** DEVELOPMENT FUND

The University and the Union are committed to supporting the job-related training and development needs of the employees in the bargaining unit, in accordance with Article 38:02 of the Full-Time and Part-Time Collective Agreement. In this regard, during the term of the **2023 - 2026**~~2017 – 2020~~ ~~renewal~~ Collective Agreement, the parties agree to form a Working Group comprised of three (3) representatives from the University and three (3) representatives from the Union. The parties agree that the Working Group will meet on a quarterly basis during the term of this Collective Agreement.

The Working Group will discuss ways to provide job-related training and development opportunities to the employees in the bargaining unit. In support of this, the University will establish a training **and career development** fund in the amount of \$25,000 for the term of the **2023-2026**~~2017 – 2020~~ Collective Agreement. The Fund will be administered by the University and recommendations from the Working Group will be given due consideration in determining how the fund will be utilized. The Working Group will be provided with data on utilization of the Fund in advance of the quarterly meetings to enable meaningful discussions.

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LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE

~~The University and the Union agree that all employees have the right to be free from domestic violence.~~ The University recognizes the importance of providing timely and flexible assistance and support to employees experiencing domestic violence. Such assistance and support must be specific to individual needs. ~~Accommodation and s~~**Supports** that may be considered include but are not limited to leaves of absence under various provisions of this Collective Agreement, **short-term emergency housing, assistance in finding longer-term housing**, and access to campus and community support, including Human Resources, Health & Well-Being Programs & Services, the Community Safety Office, the Employee Family Assistance Program (EFAP), and the Sexual Violence Prevention and Support Centre.

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**Term of the agreement: July 1, 2023 - June 30, 2026**

**Across-the-Board (ATB) increases and adjustments to Schedule I: Wages**

- 5.7% ATB increase retroactive to July 1, 2023
- July 1, 2024 3% ATB increase
- July 1, 2025 3% ATB increase

**The Union proposes to renew the Early Retirement Bridge Benefit Outside of the Pension Plan with amended dates.**

Subject to errors and omissions.  
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